

<b>ORDER FOR SUPPLIES OR SERVICES</b>				PAGE 1 OF 43			
1. CONTRACT/PURCH ORDER/AGREEMENT NO. <b>N0017819D7732</b>		2. DELIVERY ORDER/CALL NO. <b>N6449820F3024</b>		3. DATE OF ORDER/CALL (YYYYMMDD) <b>2020JUL23</b>			
6. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA NSWCPD Philadelphia, PA 19112-1403			4. REQUISITION/PURCH REQUEST NO. [REDACTED]	5. PRIORITY <b>DO-C9</b>			
9. CONTRACTOR <b>Green Expert Technology Inc.</b> 30 Washington Avenue, Suite A-2 Haddonfield, NJ 08033		7. ADMINISTERED BY (if other than 6) [REDACTED]	8. DELIVERY FOB SCD: C <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>			
12. DISCOUNT TERMS <b>Net 30 Days WAWF</b>		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
13. MAIL INVOICES TO THE ADDRESS IN BLOCK <b>SEE SECTION G</b>							
14. SHIP TO <b>SEE SECTION F</b>		15. PAYMENT WILL BE MADE BY <b>DFAS Columbus Center, North Entitlement Operations</b> P.O. Box 182266 Columbus, OH 43218-2266		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. <b>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.</b>					
Green Expert Technology Inc.		[REDACTED]		DATE SIGNED (YYYYMMDD)			
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE			
<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 <b>SEE SCHEDULE</b>							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	<b>SEE SCHEDULE</b>						
* 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 <b>/s/John Stefano</b> BY:		07/23/2020 CONTRACTING/ORDERING OFFICER		25. TOTAL <b>\$1,169,151.06</b>	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
d. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO.		29. D.O. VOUCHER NO.	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		32. PAID BY <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		30. INITIALS	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		34. CHECK NUMBER		35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	
						41. S/R ACCOUNT NUMBER	
						42. S/R VOUCHER NO.	

# General Information

1. This Task Order N64498-20-F-3024 is issued on a Cost-Plus-Fixed Fee (CPFF) basis for Labor and Cost (no fee) for Travel, Materials and Other Direct Costs (ODCs) in accordance with the terms and conditions of the Navy SeaPort contract N00178-19-D-7732 and modifications thereto. The Solicitation Number associated with this task is N64498-20-R-3001.

2. All work shall be performed in accordance with the Statement of Work (SOW) entitled "Engineering and Technical Support for Gas Turbine Life-Cycle Maintenance" included as Section C of this contract. Work cannot begin and costs cannot be incurred until a fully signed copy of the Technical Instructions (TI) has been issued. TI-01 is attached to this Task Order as Attachment 08.

3. Task Order N64498-20-F-3024 has a twelve (12) month Base Period from date of award with four (4) twelve (12) month Option Periods. This task order base period of performance is 22 JUL 2020 through 21 JUL 2021. The period of performance for each funding SLIN is identified in Section B.

4. The Total Task Order amount is [REDACTED] which includes [REDACTED] of total estimated Costs and [REDACTED] of estimated Fixed Fee. The breakdown of the cost elements is as follows:

ITEM	TOTAL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

5. The CLIN structure is as follows:

Base Year

CLIN:	Description:	Type of Contract:
2000	Base Year Labor	Cost Plus Fixed Fee
2200	Optional Year 1 Labor	Cost Plus Fixed Fee
2400	Optional Year 2 Labor	Cost Plus Fixed Fee
2600	Optional Year 3 Labor	Cost Plus Fixed Fee
2800	Optional Year 4 Labor	Cost Plus Fixed Fee
3000	Base Year Other Direct Costs	Cost, No Fee
3200	Optional Year 1 Other Direct Costs	Cost, No Fee
3400	Optional Year 2 Other Direct Costs	Cost, No Fee

3600 Optional Year 3 Other Direct Costs Cost, No Fee

3800 Optional Year 4 Other Direct Costs Cost, No Fee

6. Initial funds in the total amount of [REDACTED] are hereby provided for Technical Instruction 01 (TI-01) costs in the Base Period, in accordance with FAR 52.232-22, "Limitation of Funds," as follows:

SLIN	COST	FEE	Description
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]

7. The funding summary for this Task Order is as follows:

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

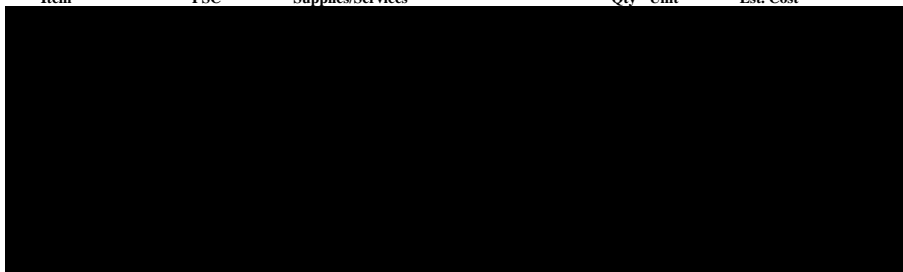
8. The contractor shall not exceed the Total Amount Funded/Ceiling of [REDACTED] without written authorization from the Procuring Contracting Officer (PCO). In accordance with FAR 52.232-22, "Limitation of Funds", the Government shall not be obligated to reimburse the contractor for any costs in excess of the amount obligated.

9. Notwithstanding the above, all material purchases under this Task Order exceeding \$10,000.00 shall be first reviewed and approved by the Procuring Contracting Officer.

10. Contract Data Requirements Lists (CDRLs) dated 03 JUL 2017 are hereby incorporated as Attachments 01-05.



Item PSC Supplies/Services Qty Unit Est. Cost



Level of Effort:

(a) The total level of effort required under the proposed Task order is estimated to be 95 400 hours of direct labor over a five (5) year period. Direct hours do not include holiday sick leave vacation and other absence hours.

Key	Government / Contractor Site	Labor Category	eCRAFT Code	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Total
Yes	Contractor	MANAGER PROGRAM/PROJECT II	MANP2	500	500	500	500	500	2 500
Yes	Contractor	ENGINEER IV	E4	2 500	2 500	2 500	2 500	2 500	12 500
	Government	ENGINEER III	E3	1 920	1 920	1 920	1 920	1 920	9 600
	Government	ENGINEER III - OT	E3	200	200	200	200	200	1 000
	Government	INFORMATION SYSTEM SECURITY MANAGER II	ISSM II	1 920	1 920	1 920	1 920	1 920	9 600
Yes	Government	INFORMATION SYSTEM SECURITY ENGINEER	ISSE	1 920	1 920	1 920	1 920	1 920	9 600
	Contractor	TYPIST (GENERAL CLERK I)	01111	1 000	1 000	1 000	1 000	1 000	5 000
	Contractor	3D MODELER ANIMATOR (DRAFTER CAD OP. IV)	30064	1 000	1 000	1 000	1 000	1 000	5 000
	Government	ENGINEERING TECHNICIAN VI	30086	1 920	1 920	1 920	1 920	1 920	9 600
	Government	ENGINEERING TECHNICIAN VI - OT	30086	200	200	200	200	200	1 000
	Contractor	SENIOR LOGISTICIAN (LOGISTICIAN III)	LGT3	1 000	1 000	1 000	1 000	1 000	5 000
	Contractor	LOGISTICIAN I	LGT1	1 000	1 000	1 000	1 000	1 000	5 000
	Contractor	SENIOR PROGRAMMER (COMP. PROGRAMMER IV)	14074	1 000	1 000	1 000	1 000	1 000	5 000
	Contractor	SENIOR CURRICULUM DEVELOPER (TRAINING SPEC. III)	ST3	1 000	1 000	1 000	1 000	1 000	5 000
	Contractor	SENIOR MULTIMEDIA SPECIALIST (COMP. SYS. ANALYST II)	14102	1 000	1 000	1 000	1 000	1 000	5 000
	Contractor	JUNIOR MULTIMEDIA SPECIALIST (COMP. SYS. ANALYST I)	14101	1 000	1 000	1 000	1 000	1 000	5 000
<b>Total Hours</b>				<b>19,080</b>	<b>19 080</b>	<b>19 080</b>	<b>19 080</b>	<b>19,080</b>	<b>95,400</b>

(b) In the performance of the Task order the Contractor may be allowed to adjust the allocation of labor hours among the various labor categories as required to accomplish technical objectives of the Task Order provided that such adjustment does not cause the ceiling dollar amount for the Task Order to be exceeded and in accordance with Contracting Officer approval.

**HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC1995)**

(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**

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

(End of Text)

**HQ B-2-0015 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 at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor

shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract. The negotiated pass through rate established in this Task Order is [REDACTED]

The hourly fixed fee rate established in this Task Order in accordance with HQ B-2-0015 Payment of Fee(s)(Level of Effort - Alternate I) (NAVSEA) (MAY 2010) is:

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

(End of Text)

**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.

(End of Text)

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

This entire contract is cost type.

# Section C - Description/Specifications/Statement of Work

## Statement of Work (SOW) for

### Engineering and Technical Support for Gas Turbine Life-Cycle Maintenance

#### 1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles as well as Coast Guard ships and Foreign Military Sales (FMS). This requirement is for NSWCPD Code 424, which is responsible for engineering, technical, and logistics lifecycle support for gas turbine systems and components.

1.0.2 This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

#### 1.0.3 Government / Contractor Relationship

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

(b) The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence

(c) Contractor personnel under this task order shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

#### (d) Employee Relationship:

1. The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
2. Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

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

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

1. The Contractor should notify the Contracting Officer in writing within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the estimate in time by which the Government must respond to this notice to minimize cost, delay, or disruption of performance.
2. The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
  - i. Confirm the conduct is in violation and when necessary direct the mode of further performance,
  - ii. Countermand any communication regarded as a violation,
  - iii. Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or

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

#### 1. BACKGROUND

The Gas Turbine Engineering Branch (Code 424) is responsible for supporting the development and update of gas turbine system engineering support, instructional materials, Logistics Engineering Support, Ship Change Documents (SCD), Technical Manual Documentation, Engine Operational Sequencing System (EOSS), Technical Services for Modernization and Life-Cycle maintenance on U.S. Navy vessels, other go



marine vessels and at Shore Facilities/Land Based Test Sites.

## 2. SCOPE OF WORK

The Contractor shall provide engineering and technical services that will support the development and update of gas turbine system lifecycle support, instructional materials, Logistics Engineering Support, Ship Change Documents (SCD), Technical Manual Documentat Operational Sequencing System (EOSS), Technical Services for Modernization and Life-Cycle maintenance on U.S. Navy vessels, ot marine vessels and at Shore Facilities/Land Based Test Sites.

### 2.0 APPLICABLE DOCUMENTS

- 2.1 Marine Gas Turbine Technical Directive Manual, T9234-AB-PRO-010/MGTE TD Guide
- 2.2 Marine Gas Turbine Standard Operating Procedure, Number 1, Revision D
- 2.3 NAVSEA Instruction 4442.1, MGT Item Accounting and Inventory Control System
- 2.4 NAVSEA Instruction 4130.11A, Joint Configuration Management of MGTE and Gas Turbine Engineering Control System Equipment
- 2.5 NAVSEA Instruction 9234.1A, Procedures for Shipboard MGT Replacement Authorization
- 2.6 NAVSEA Instruction 5400.57A, Delegation of Technical Responsibility and Authority to Engineering Agents
- 2.7 S9086-HC-STM-000/CH 234, Chapter 234, Marine Gas Turbines
- 2.8 NAVSEA Instructions 4400.3A, Supply Levels for Major Systems and Equipment Managed by Naval Sea Systems Command (NAVSEA)
- 2.9 MIL-PRF-28000 Digital representation for communication of product data; Initial Graphics Exchange Specifications (TOES) Application su
- 2.10 MIL-PRF-28001 Mark up requirements and Generic Style Specifications for Exchange of Text and its Presentation
- 2.11 MIL-PRF-28002 Raster Graphics Representation in Binary Format, Requirements for
- 2.12 MIL-PRF-28003 Digital representation for communications of illustration data; Computer Graphics Metafile (CGM) Applications profile
- 2.13 MIL-STD-38784 Standard Practice for Manuals, Technical: General Style and Format Requirements
- 2.14 Ship Alteration Drawings Preparation Technical Specification 9090-600 of June 2002
- 2.15 General Specifications of Overhaul (GSO) (NAVSEA S9AA0-AB-GSO-010)
- 2.16 MIL-P-24534: Planned Maintenance Subsystem: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associat
- 2.16 MIL-STD-3034: Reliability-Centered Maintenance (RCM) Process
- 2.17 MIL-STD-1522/1561: Provisioning Procedures and Technical Documentation (with SPCC Addendum)
- 2.18 TS9090-400B Technical Instruction Guidance Document Version 1.4 entitled SHIP CHANGE DOCUMENT (SCD) of January 2007
- 2.19 EOSS Development Handbook dated 12 February 1982
- 2.20 NSWC ltr 9290, Ser 724 of 23 May 1984
- 2.21 EOSS Document Type Definition (DTD)
- 2.22 NAVSEA SL720-AA-MAN-020/FMP, Fleet Modernization Program (FMP) Management & Operations Manual.
- 2.23 NAVSEA Technical Specifications 9090-310C, Ship Alterations Accomplishment by AIT
- 2.24 NAVSSES Quality Assurance (QA) Manual dtd March 1999
- 2.25 NAVSEA Standard Items FY-15
- 2.26 COMFLTFORCOMINST 4790.3 Revision A / Joint Fleet Maintenance Manual
- 2.27 MIL-HDBK-299 (SH) Cable Comparison Guide
- 2.28 OPNAVINST 4790.4C, Ship's Maintenance, Material and Management (3M)
- 2.29 OPNAV Manual 5239.1, United States Navy Risk Management Framework (RMF) Manual, 08 Dec 2015 (DRAFT)
- 2.30 NAVSEA FAO Assessment and Authorization Business Rules for RMF V1.0 Risk Management Framework Process Guide V2.0
- 2.31 Department of Defense (DoD) Instruction 8510.01, "Risk Management Framework (RMF) for DoD Information Technology (IT)," March 12
- 2.32 NAVSEAINST 9400.2, NAVSEA Platform Information Technology Control Systems 3.8 Cybersecurity Governance and Guidance
- 2.33 DoD Instruction 8500.01, "Cybersecurity," March 13, 2014
- 2.34 U.S. Navy Afloat Control Systems Cyber Security Classification Guide (SCG), SCG ID# 10-040
- 2.35 NAVSEA 9400.2M, NAVSEA PIT-Control System Cybersecurity Implementation Manual
- 2.36 SECNAV M-5239.20A, "DON Cyberspace IT and Cybersecurity Workforce Management and Qualification Manual," February 10, 2016
- 2.37 Cybersecurity Best Practices V1.0
- 2.38 DoD 5200.2-R, "Personnel Security Program," January 1, 1987, as amended
- 2.39 DoD Directive 8140, "Cyberspace Workforce Management," August 11, 2015
- 2.40 OPNAV Manual 5239.1, United States Navy Risk Management Framework (RMF) Manual, 08 Dec 2015 (DRAFT)
- 2.41 National Institute of Standards and Technology (NIST) Special Publication 800-37 Revision 1, "Guide for Applying the Risk Management F  
Federal Information Systems, February 2010
- 2.42 Navy Authorizing Official and Security Control Assessor Risk Management Framework Process Guide (RPG)

These documents can be furnished by NSWCPD upon request.

The Contractor shall reference and utilize the latest version available when performing tasks within this SOW.

### 3.0. REQUIREMENTS

#### 3.1 Engineering and Technical Support for Gas Turbine Life-Cycle Maintenance.

3.1.1 The Contractor shall provide Engineering and Technical Support for all related US Navy Gas Turbine Engines. Tasks to include but not limited to general engineering support; technical manual revisions; drawings; and Integrated Logistics Support (ILS) and documentation.

3.1.2 Provide program support in the form of technical documentation to be utilized for presentations in support of various projects and program reviews. The Contractor also shall assist in scheduling and attending periodic program reviews conducted by program activities and contractors and conducting program reviews for program sponsors. In addition, the Contractor shall provide support services for technical oversight, drawing development, financial analysis, and logistics support.

3.1.3 Develop gas turbine Engineering Changes Proposals (ECP) CDRL A004, Technical Directives, Ship Change Documents (SCD), Gas Turbine Inspector Training, DDG-51, LCS and LHD class crew training CDRL A005.

3.1.4 Perform ship checks and engineering drawing updates on gas turbines and associated systems.

3.2 Engineering and Technical Support for other existing Hull Mechanical & Electrical (HM&E) Support Systems.

3.2.1 Provide support in the form of Engineering and Technical services for existing HM&E systems and sub-systems aboard US Naval Surface Combatants and established Land-Based Test Sites. Tasks shall include general engineering support; proposal development; data accumulation; onsite engineering support before, and after installation; technical manual revisions; ILS support and documentation; report preparation and generation; and SHIPMAIN process assistance including SCD development.

3.2.2 The Contractor also shall provide general program management support for existing HM&E systems and sub-systems aboard US Naval Surface Combatants and established Land-Based Test Sites. Services in support of financial tracking, project development, and developing/updating Program presentations, schedules, and management databases.

3.2.3 The Contractor shall make ship visits to develop installation drawing packages, assist with resolving Planning Yard and installing activity comments, and update drawing packages to reflect as-built conditions.

3.3 Instructional Material Development and Analysis

3.3.1 Review all applicable existing materials such as preliminary technical manuals, maintenance concepts, Navy Training Systems Plans (NTSPs), Planned Maintenance System (PMS), and manpower documentation/analysis. Identified materials shall be assembled by the Contractor with the assistance of NAVSEA personnel where required.

3.3.2 Review current formal training courses, factory training courses and other potential sources of training material applicable to the instructional development. Gaps in training and/or any reusable content, based on the Job List developed, will be identified.

3.3.3 Develop a training outline (CDRL.A005) based on the analysis of gathered information to be presented to the Technical Point of Contact (TPOC) in electronic format. The outline shall include course structure and learning topics in a format consistent with ~~Naval Personnel Development Command (NPDC)~~ Naval Education and Training Command (NETC) guidelines.

3.3.4 Update and correct any discrepancies found in the outline presented to the TPOC and a course outline will be agreed upon by the TPOC and the Curriculum Developer. The completed and agreed upon outline will be sent electronically to the TPOC.

3.3.5 Develop training modules for the computer based training (CBT) based off of the agreed upon outline and populate modules with content to include text, drawings, photographs, videos, etc. as appropriate for each topic.

3.3.6 Provide Subject Matter Experts (SME) and incorporate Science of Learning techniques and methods in the development of instructional content, as required.

3.3.7 In Progress Reviews (IPR) will be conducted to review format and content and to provide guidance to the Contractor on module and content development. Any deviance from the original outline requested by the TPOC will be assessed for impact on development time and the TPOC will be notified of any impact to the development timeline and cost.

3.3.8 A complete course in Integrated Learning Environment (ILE) format will be presented to the TPOC on a CD. All content will be delivered in non-proprietary format, utilizing standard industry software. All source files, including development files, will be provided to the government on a CD.

3.3.9 Perform a review of the training module development with the TPOC and IPR team members at topic completion points in the process via electronic means. These reviews will cover current project status and updates to projected timeline for completion.

3.4 Logistics Engineering Support

3.4.1 Generate and maintain documentation required in the course of the approval process of an SCD, including maintenance of SCD documentation tracking, retrieval, and archiving in the Navy Data Environment (NDE).

3.4.2 Develop ILS certifications.

3.4.3 Prepare installation plan of action and milestone charts (POA&M).

3.4.4 Develop technical manual changes as a result of the SCD.

3.4.5 Compile the ILS changes and prepare the installation kit.

3.4.6 Participate in Navy program meetings in support of ship/craft design or upgrade projects, as necessary to support NSWCPD. Prepare presentations as required.

3.4.7 Develop new drawings for shipboard systems and equipment using AUTOCAD or equivalent products. Perform drawing reviews and correction of deficiencies as determined from ship checks and troubleshooting.

3.4.8 Provide support for project information management, including but not limited to databases, spreadsheets, files, and reports using appropriate Microsoft Office applications.

3.4.9 Assist NSWCPD in the development of designs for new ships and ship upgrades. Such services may include engineering support, development of plans of action, technical studies, cost estimates, and schedules.

3.4.10 Provide integrated logistics support, including but not limited to reliability centered maintenance (RCM), logistics planning, logistics configuration baseline, logistics support analysis, configuration management, provisioning, scheduling, acquisition logistics support (ALS) plans, distance support, supportability analysis, metrics development and tracking, technical data, and supply support to accomplish ship logistics requirements.

### 3.5 Development of Ship Change Documents (SCD)

The Contractor shall provide engineering, technical and logistic support for the development of SCDs to include:

3.5.1 Development of instructions and drawings to install the ship change. Identify and resolve compatibility issues with other ship systems or subsystems raised by proposed SCDs.

3.5.2 Prepare procedures for the integration of SCDs, including identifying and defining interfaces and relationships between the alteration programs and other DOD systems and subsystems.

3.5.3 Technical research support pertinent to the development and installation of SCDs.

3.5.4 Propose design alterations based on research and test results. Develop testing methods for SCDs.

3.5.5 Design prototype, proof-in, and production installations and revise designs to implement improvements and technical changes.

### 3.6 Technical Manual Documentation

3.6.1 Provide support in the development of Interactive Electronic and Hardcopy Technical Manuals. Contractor shall receive Standard Generalized Markup Language (SGML) files and paper copies of technical manuals from NSWCPD and perform a quality assurance check of the SGML.

3.6.2 The Contractor will research and assemble all information and develop new Interactive Electronic Technical Manuals (IETMs) in PDF format. Develop drawings as required using AUTOCAD software.

3.6.3 Develop IETM Revisions upon receipt of NSWCPD furnished material. Revisions shall be authored in SGML format using the current approved DTD ensuring all Technical Manual Contract Requirements (TMCR) are met.

3.6.4 The Contractor shall develop IETM Changes upon receipt of NSWCPD furnished input.

3.6.5 The Contractor shall develop IETM or paper changes and revisions to resolve technical manual deficiency reports (TMDER) as requested. The Contractor will research and assemble all information pertinent to the resolution of the TMDERs and will develop IETM changes and/or revisions utilizing the SGML format or will develop paper changes/revisions. Approximately 95% of the TMDERs are anticipated to be in the form of IETMs.

### 3.7 Engineering Operational Sequencing System (EOSS) Documentation

3.7.1 Develop EOSS - Generate Engineering Operational Sequencing System (EOSS), and other Operational Sequencing System (OSS) for HM&E systems as required on U.S. Navy gas turbine, steam, and diesel powered ships, including the creation of EOSS files in SGML and CGM formats and conversion to PDF; utilizing ISODRAW and AdeptEditor software to incorporate necessary changes to update existing and generate new construction EOSS packages; and update of the Content database for selected HM&E ship systems.

3.7.2 Update EOSS - Update Engineering Operational Sequencing Systems and OSS for HM&E systems on U.S. Navy gas turbine, steam, and diesel powered ships utilizing ISODRAW and AdeptEditor software to incorporate necessary changes into existing SGML and CGM files to reflect the following: Authorized ship alterations installed during depot maintenance periods or equivalent, Approved Procedure Changes (APCs) issued by letter by NSWCPD, and changes in response to OSS Technical Feedback Reports (TFBRs) and NAVSEA (Naval Sea Systems Command) advisories.

3.7.3 Develop, maintain, and/or update other types of technical documentation as required.

1. Cybersecurity and Information Assurance (IA). The contractor shall provide the following services:

3.8.1 Provide technical services in support of delivering cyber-secure systems and solutions including the development and submittal of R Framework (RMF) risk assessments, implementation of DoD secure system configuration and hardening, requirements identified in Defense Systems Agency (DISA) Security Technical Implementation Guides (STIGs) and Security Requirements Guides (SRGs), Assured Compliance Solution (ACAS) vulnerability assessments, anti-virus (AV) scanning, Standard Engineering Process (SEP) artifacts, and other supporting required for certifying and maintaining afloat, RDT&E, and/or enterprise platforms.

3.8.2 Develop RMF Assess& Authorize (A&A) package documentation in accordance with DoD/NAVSEA directives, which includes the following components: Platform IT (PIT) Determination package documentation, System Categorization Form, Information System Continuous Monitoring (ISCM), Security Plan (SP), Step Concurrence forms, Plan of Actions and Milestones (POA&M), Security Assessment Plan (SAP), Security Report (SAR), Risk Assessment Report (RAR), Security Authorization Package, CYBERSAFE Certification, Package Endorsement Letters and additional administrative/technical resources required for submission.

3.8.3 Ensure RMF A&A package is submitted to the certification authority (CA) in sufficient time for review and operational cybersecurity recommendation to obtain Designated Accrediting Authority (DAA) authorization decision prior to operations or tests on a live network (i.e. shipboard).

3.8.4 The contractor shall develop, maintain, and execute all IA related tasks and duties in accordance with regulations to include the development and execution of DIACAP/RMF Program

#### **4. DATA REQUIREMENTS**

##### **4.1 Contract Status Report (CDRL A001)**

4.1.1 This report shall reflect both prime and Subcontractor data if applicable at the same level of detail.

4.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

##### **4.2 Travel Report (CDRL A002)**

4.2.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.2.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

##### **4.3 Contractor's Personnel Roster (CDRL A003)**

4.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

##### **4.4 Engineering Change Proposal (ECP) (CDRL A004)**

4.4.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

##### **4.5 Training Materials (CDRL A005)**

4.5.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

#### **5. SECURITY REQUIREMENTS**

5.1 The Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; DoD Cyber Awareness Challenge; Combatting Human Trafficking; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; Constitution Day; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; and NAVSEA Physical Security training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

5.2 An Active (SECRET) Facility Clearance (FCL) is required for performance on this contract. There are no safeguarding requirements required.

All contractor personnel assigned to this contract and performing its required services on site as reflected in Item 8 of this DD254 shall be United States citizens and possess a personnel security clearance at the SECRET level.

#### **6. PLACE OF PERFORMANCE**

6.1 It is estimated that 58% of the work will occur on-site at the Contractor facility, 42% of the work will occur off-site at NSWCPD

6.1.2 The performance locations are as follows:

- a. GreenXT Contractor Facility - Philadelphia PA
- b. Naval Surface Warfare Center, Philadelphia Division
- c. Mayport, Florida
- d. San Diego, California
- e. Newport, Virginia

The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.1.3 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0600 to 1800, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this task order. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

#### 6.1.4 Early Dismissal and Closure of Government Facilities

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

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

## 7. TRAVEL

The Contractor may be required to travel from the primary performance location when supporting this requirement. The estimated number of trips is 6 per year. Travel will consist of two trips, two people, for three days at each of the below locations.

Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

1. San Diego, CA
2. Mayport, FL
3. Norfolk, VA

The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved by the COR and Contracting Officer before travel occurs. Approval may be via the Technical Instruction (TI). Before initiating any travel, the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice.

All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and HQ B-2-0020 Travel Cost – Alt I (NAVSEA) and shall be pre-approved by the COR. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

### Travel Costs

The Government shall reimburse the Contractor (and its subcontractors) at a reduced reimbursement rate from the current "maximum per diem" rates for lodging, meals, and incidentals, referenced in FAR 31.205-46(a)(2), for any employees, purchased labor, consultants, etc. assigned to a temporary duty

station (TDY) in excess of 30 days in one location. This applies to both CONUS and OCONUS travel. The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

When proposed travel is in excess of 30 consecutive days, but less than 180 consecutive days, the Government shall limit reimbursement of Contractor (and subcontractor) travel costs, on a flat rate basis, to 75 percent of the per diem rate for the TDY locality at the time of travel (lodging, meals, and incidentals) for each full day, long-term TDY of 31 to 180 days. For travel lasting in excess of 180 days, the Government shall limit reimbursement of Contractor (and subcontractor) travel costs, on a flat rate basis, to 55 percent of the per diem rates of the TDY locality at the time of travel for each full day.

## **8.0 GOVERNMENT FURNISHED PROPERTY**

### **8.1 Not Applicable**

## **9.0 GOVERNMENT FURNISHED INFORMATION**

### **9.1 Documents listed in Section 2.0**

## **10. PURCHASES**

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$10,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request and supporting documentation shall be submitted via email to the Contracting Officer and the Contracting Officer's Representative (COR) it shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. Provide copies of price estimates from at least 2 vendors.

## **11. PERSONNEL**

11.1 Personnel Requirements. All persons proposed in key and non-key labor categories shall be U.S. citizens holding at least a current SECRET clearance, or ability to obtain one.

The level of effort for the performance of the resultant task order is included in Section B.

## **12.0 ENTERPRISE-WIDE CONTRACTING MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **NSWCPD** 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>.

## **13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (ECRAFT) SYSTEM**

(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. The eCRAFT Reports must use the standardized labor categories identified in Section C - Statement of Work. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

(c) The Contracting Officer may require supporting accounting system reports based on the review of the invoice documentation submitted to eCRAFT such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent).

(d) The Contractor shall submit its reports on the same day it submits an invoice in iRAP. The costs reflected in eCRAFT shall be the same as those in iRAP. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(e) The eCRAFT Periodic Report Utility (ePRU) is an Excel tool used to facilitate generating reports of expenditures-against-cost contracts. The generated XML files will then be submitted by the ePRU tool via email to UWC\_NPT\_eCRAFT.FCT@navy.mil for submission into the eCRAFT Database Management System.

The ePRU spreadsheet and user manual can be obtained from the NUWC Division Newport Contracts Home Page under eCRAFT information at:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/>

#### **14.0 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer's Representative (COR) for this contract is Amy Enever, amy.enever@navy.mil, (445) 444-5317.

#### **15.0 SPECIAL REQUIREMENTS**

**None**

#### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 200)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 12 FEB 2020, received in response to NAVSEA Solicitation No. N64498-20-R-3001.

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

(End of Text)

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

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

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that: The support contractor not disclose any information;

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

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

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

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

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

(End of Text)

## C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(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. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(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; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) 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.

(c) Key personnel are identified in an attachment in Section J.

**NOTES**

The period of time in paragraphs (e) and (f) may be varied; however, the time period must be for a fixed period of duration sufficient to avoid the circumstance of unfair competitive advantage or potential bias. Termination of the restriction can be by occurrence of a specified event, e.g., award of the second production contract.

**52.215-8 -- Order of Precedence -- Uniform Contract Format (Oct 1997)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

**PD-C01-ON-SITE SAFETY AND ENVIRONMENTAL AWARENESS TRAINING (SEPTEMBER 2017)(NSWCPD)**

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

(b) The contractor shall ensure that each contractor employee reads the documents entitled, "Philadelphia Division Environmental Policy and Commitment" and "Philadelphia Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at Naval Surface Warfare Center Philadelphia Division (NSWCPD). These documents are available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

(d) The contractor shall certify by e-mail to Paul Breeden (paul.breeden@navy.mil) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and contract number.

(e) The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

(f) The contractor shall certify by e-mail to Al D'Imperio (albert.dimperio@navy.mil) that employees have read the "Philadelphia Division Occupational Safety and Health Policy Statement" and taken the VPP awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employees name, work site, and contract number.

(g) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCPD for review by the OSH Office (Al D'Imperio). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by the OSH Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment (PPE) or training will be required.



(h) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCPD.

(i) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCPD for review by the OSH Office. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(j) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCPD to the OSH Office.

(k) The contractor shall ensure that all contractor work at NSWCPD is in accordance with the OSH Program Manual (NAVSESINST 5100.14). The OSH Program Manual is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

**Note:1) Contractors must request an "iNAVY" account to access the documents online. Instructions are as follows:**

**a. <https://inavy.accessrequest.portal.navy.mil/>**

**b. select EMAIL Certificate<<<<-----**

**c. select Association (CIV, CTR or MILITARY)**

**d. enter work phone number**

**e. UIC number: 64498 (entering this will auto-populate the next box to "NSWC Philadelphia") – then hit**

**"NEXT"**

**f. sponsor: NAVSEA**

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System.**

**CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)**

The following paragraphs (a) through (e) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

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

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

“Obsolete electronic part” means an electronic part that is no longer available from the original manufacturer or an authorized aftermarket manufacturer.

“Original component manufacturer” means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

“Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) *Acceptable counterfeit electronic part detection and avoidance system.* The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS [231.205-71](#)).

(c) *System criteria.* A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

(1) The training of personnel.

(2) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Contractor.

(3) Processes to abolish counterfeit parts proliferation.

(4) Risk-based processes that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies, in accordance with paragraph (c) of the clause at [252.246-7008](#), Sources of Electronic Parts (also see paragraph (c)(2) of this clause).

(5) Use of suppliers in accordance with the clause at [252.246-7008](#).

(6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government-Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.

(7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.

(8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry-recognized standards to meet this requirement.

(9) Flow down of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.

(10) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.

(11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.

(12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.

(d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with [252.244-7001](#), Contractor Purchasing System Administration--Basic, or Contractor Purchasing System Administration--Alternate I.

(e) The Contractor shall include the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

(End of clause)

## Section D - Packaging and Marking

### D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

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

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

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

### D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

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 (N64498-20-F-3024)

(3) sponsor: [REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

\*All deliverables shall be packaged and marked IAW Best Commercial Practices

**(End of Text)**



# Section E - Inspection and Acceptance

## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) as identified in Section G, unless otherwise specified in the Technical Instructions (TIs) or Modifications issued under this Task Order.

### **E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)**

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

### **E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)**

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

# Section F - Deliveries or Performance

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

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

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

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

## **F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)**

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.

# Section G - Contract Administration Data

Contracting Officer Representative

[REDACTED]  
 [REDACTED]  
 [REDACTED]

## Accounting Data

---

CLIN/SLIN	PR Number	Amount
-----------	-----------	--------

N6449820F3024

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

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

[REDACTED]  
 [REDACTED]

### 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 Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

Cost Voucher

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

Destination/Destination

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N64498
Admin DoDAAC	N64498
Inspect By DoDAAC	N64498
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N64498
Service Acceptor (DoDAAC)	N64498
Accept at Other DoDAAC	



LPO DoDAAC	
DCAA Auditor DoDAAC	HAA310
Other DoDAAC(s)	

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

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

[REDACTED]

(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:

[REDACTED]

GAM Mailbox - email: [NSWCPD\\_WAWF\\_GAM@navy.mil](mailto:NSWCPD_WAWF_GAM@navy.mil)

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

(End of clause)

**G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018)**

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of \$100,000 of fixed fee has been withheld. Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

(End of text)

**G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)**

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item
52.216-7, Allowable Cost and Payment					

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts					for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method						
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	with FAR 32.207(b)(2) and 32.1007(b)(2). Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.						
<p>*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).</p> <p>(b) This procurement contains the following contract type(s):</p> <table border="0"> <thead> <tr> <th>Item</th> <th>Type*</th> </tr> </thead> <tbody> <tr> <td colspan="2">The entire contract is Cost-Reimbursement Type</td> </tr> <tr> <td colspan="2" style="text-align: center;">(End of text)</td> </tr> </tbody> </table>						Item	Type*	The entire contract is Cost-Reimbursement Type		(End of text)	
Item	Type*										
The entire contract is Cost-Reimbursement Type											
(End of text)											

**G-232-H003 ALLOTMENT OF FUNDS-ALTERNATE I (NAVSEA) (OCT 2018)**

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

SLIN	Cost	Fee	Total	CLIN Amount Unfunded
██████████	██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████	██████████

(1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);

(2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;

(3) The amounts presently available and allotted to this contract for payment of base fee, if any, and is subject to the clause entitled "Fixed Fee (FAR 52.216-8). The award fee amount will be determined as specified in the award fee procedures; and

(4) The period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SLIN	Total Amount Allocated	Estimated Period of Performance
██████████	██████████	██████████
██████████	██████████	██████████

(End of text)

**G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)**

(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 sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, 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 technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, 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 and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(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 Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of text)

**G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)**

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. 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 or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

[Redacted]

(ii) The Contract Specialist is:

[Redacted]

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

[Redacted]

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

N/A

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

[REDACTED]

) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

N/A

The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

[REDACTED]

The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

The Authorized Ordering Person(s) for Per-Call Maintenance is:

N/A

The Contractor's point of contact for performance under this contract is:

[REDACTED]

(End of text)

## Section H - Special Contract Requirements

### H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

- (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 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) 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:
- (1) any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
  - (2) 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.
- (e) 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 (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (f) 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.
- (g) 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.
- (h) Notwithstanding paragraph (g) 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.
- (i) 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.

- (j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (k) 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.
- (l) 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.
- (m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (n) 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.
- (o) Compliance with this requirement is a material requirement of this contract.

(End of 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.

(End of Text)

#### **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.

(End of Text)

#### H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (OCT 2018)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and 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 in Section B, it is estimated that ■ man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately ■ hours per week. It is understood and agreed that the rate of man-hours per week 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 paragraphs.

(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 in Section B 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; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours 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 a signed contract modification 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 Section B 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, determined adequate by the Administrative Contracting Officer, 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 Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated 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. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of text)

#### **PD-H04 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (NOV 2017)**

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated T3 by the Department of the Navy, Central Adjudication Facility (DOD CAF). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance may be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS) in accordance with the NISPOM (DOD Instruction 5220.2M). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

For Common Access Card (CAC) card personnel shall have a completed or open investigation that has been favorably adjudicated or a final security clearance. Only contractor personnel that require access to a DoD system that is CAC enabled will be issued a CAC card as documented

in the DD 1172-2. Contractors will not be issued CAC cards for the sole -purpose of gaining access to Government facilities.

b. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors must bring the ID that is listed on the I-9 form to the NSWCPD Security Officer at the time of badge request to verify U.S. citizenship.

c. A T1 investigations will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

d. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

e. Once contract performance is complete the contractor shall return the CAC card to the COR. If the contractor will be performing services for NSWCPD under a different DoD issued contract, the COR may authorize the contractor to retain the CAC card until those services are complete. Notification to the NSWCPD Security Office must be provided via by the COR via an email with contractor's name and the new contract number.

(End of text)

#### **SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(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 95,400 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that ■\_ man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall

notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) 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 and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

# Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

- 52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statement (2017)
- 52.204-2 Security Requirements (Aug 1996)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
- 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
- 52.204-22 Alternative Line Item Proposal (Jan 2017)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)
- 52.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- 52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
- 52.215-8 Order of Precedence - Uniform Contract Format (Oct 1997)
- 52.216-8 Fixed Fee (June 2011)
- 52.219-6 Notice of Total Small Business Set-aside (Nov 2011)
- 52.219-8 Utilization of Small Business Concerns (Nov 2016)
- 52.222-17 Nondisplacement of Qualified Workers (May 2014)
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (Oct 2016)
- 52.222-50 Combatting Trafficking in Persons (Mar 2015)
- 52.222-41 Service Contract Labor Standards
- 52.224-3 Privacy Training (Jan 2017)
- 52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)
- 52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)
- 52.232-20 Limitation of Cost (Apr 1984)
- 52.232-22 Limitation of Funds (Apr 1984)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.242-5 Payments to Small Business Subcontractors (Jan 2017)

52.247-63 Preference for U.S.- Flag Air Carriers (Jun 2003)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)

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

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

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

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

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

Item(s)			Latest Option Exercise Date
CLIN	Period	Description	
2200	Option 1	Labor	No later than 12 months after task order award date
3200	Option 1	ODC	No later than 12 months after task order award date
2400	Option 2	Labor	No later than 24 months after task order award date
3400	Option 2	ODC	No later than 24 months after task order award date
2600	Option 3	Labor	No later than 36 months after task order award date
3600	Option 3	ODC	No later than 36 months after task order award date
2800	Option 4	Labor	No later than 48 months after task order award date
3800	Option 4	ODC	No later than 48 months after task order award date

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE I", (NAVSEA 5252.216-9122) 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.

(End of Clause)

**52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed the amount specified below:

Period of Performance	Total Overtime Amount
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████

or the overtime premium is paid for work --

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

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

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

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

#### 52.244-2 SUBCONTRACTS (JUN 2020)

(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, as defined in FAR 2.101 on the date of subcontract award, 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, as defined in FAR 2.101 on the date of subcontract award, 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: N/A

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—



- (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 (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

Q.E.D. & Valkyrie

(End of clause)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://www.acquisition.gov>

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CF Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## Section J - List of Attachments

<b>Attachment Number</b>	<b>File Name</b>	<b>Description</b>
1	CDRL.A001.Contract.Status.Report.pdf	CRDL A001
2	CDRL.A002.Travel-Trip.Report.pdf	CDRL A002 Travel/Trip Report
3	CDRL.A003.Contractor.Personnel.Roster.pdf	CRDL A0003 Contractor Personnel Roster
4	CDRL.A004.Engineering.Change.Proposal.pdf	CDRL A004 Engineering Change Proposal
5	CDRL.A005.Training.Development.pdf	CDRL A005 Training Development
6	List of Key Personnel.docx	List of Key Personnel
7	DD Form 254 APR 2018 (N64498-20-F-3024).pdf	Draft DD-254
8	TI-01 Code 424 Engineering Services Rev 2.docx	Technical Instruction 01 (TI-01)