**A. INCORPORATION OF FAR AND DFARS CLAUSES**

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

**B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.

2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101

3. "Contract" means this contract.

4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

5. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.

6. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.

7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**Supplemental Term(s) Added**:

|  |  |  |  |
| --- | --- | --- | --- |
| **Type**  | **Clause No.**  | **Date** | **Title**  |
| FAR | [52.203-16](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.203-16&SID=1)  | Jun-20 | Preventing Personal Conflicts of Interest. |
| FAR | [52.204-21](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.204-21&SID=1)  | Jun-16 | Basic Safeguarding of Covered Contractor Information Systems. |
| FAR | [52.222-51](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.222-51&SID=1)  | May-14 | Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair |
| FAR | [52.222-53](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.222-53&SID=1)  | May-14 | Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements. |
| FAR | [52.223-16](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=52.223-16&SID=1)  | Jun-14 | Acquisition of EPEAT - Registered Personal Computer Products - Alternate I |
| DFARS | [252.203-7004](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.203-7004&SID=6)  | Aug-19 | Display of Hotline Posters. |
| DFARS | [252.204-7004](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.204-7004&SID=6)  | Feb-19 | Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management ... Removed by DPN |
| DFARS | [252.225-7972](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.225-7972&SID=6)  | May-20 | (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) |
| DFARS | [252.229-7999](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.229-7999&SID=6)  | Jul-13 | (DEVIATION) Taxes - Foreign Contracts in Afghanistan. (DEVIATION 2013-O0016) |
| DFARS | [252.232-7017](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.232-7017&SID=6)  | Apr-20 | Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration. |
| DFARS | [252.237-7010](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.237-7010&SID=6)  | Jun-13 | Prohibition on Interrogation of Detainees by Contractor Personnel. |
| DFARS | [252.239-7001](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.239-7001&SID=6)  | Jan-08 | Information Assurance Contractor Training and Certification. |
| DFARS | [252.239-7010](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.239-7010&SID=6)  | Oct-16 | Cloud Computing Services. |
| DFARS | [252.243-7002](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.243-7002&SID=6)  | Dec-12 | Requests for Equitable Adjustment. |
| DFARS | [252.243-7999](https://flag.us.lmco.com/Home/ECSGetGuidance?ReferenceCode=252.243-7999&SID=6)  | Aug-20 | (DEVIATION 2020-O0021) Section 3610 Reimbursement. (DEVIATION 2020-O0021) |
|   | C-202-H001 | Oct-18 | ADDITIONAL DEFINITIONSâ€“BASIC (NAVSEA) |
|   | C-204-H001 | Oct-18 | USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) |
|   | C-211-H018 | Jan-19 | APPROVAL BY THE GOVERNMENT (NAVSEA) |
|   | C-212-W002 | Mar-19 | COMMERCIAL SUPPLIER AGREEMENTS (NAVSEA) |
|   | C-223-W002 | Oct-18 | ON-SITE SAFETY REQUIREMENTS (NAVSEA) |
|   | C-227-H007 | Oct-18 | SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) |
|   | C-233-H001 | Oct-18 |  DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) |
|   | C-237-H001 | Jan-21 | SERVICE CONTRACT REPORTING (NAVSEA) |
|   | C-237-W001 | May-19 | ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING |
|   | C-242-H001 | Oct-18 | EXPEDITING CONTRACT CLOSEOUT (NAVSEA) |
|   | C-242-H002 | Oct-18 | POST AWARD MEETNG (NAVSEA) |
|   | C-244-H002 | Oct-18 | SUBCONTRACTORS/CONSULTANTS (NAVSEA) |
|   | C-245-H005 | May-19 | INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I |
|   | C-246-H001 | Oct-18 | EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) |
|   | D-211-H001 | Oct-18 | PACKAGING OF DATA (NAVSEA) |
|   | D-211-H002 | Oct-18 | MARKING OF REPORTS (NAVSEA) |
|   | D-211-H004 | Oct-18 | IDENTIFICATION MARKING OF PARTS--BASIC (NAVSEA) |
|   | D-247-W001 | Oct-18 | PROHIBITED PACKING MATERIALS (NAVSEA) |
|   | D-247-W002 | Oct-18 | UNPACKING INSTRUCTIONS (NAVSEA) |
|   | E-246-H013 | Oct-18 | INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) |
|   | E-246-H014 | Oct-18 | INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) |
|   | E-246-H016 | Oct-18 | INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES (NAVSEA) |
|   | E-246-H022 | Jan-19 | INSPECTION AND TEST RECORDS (NAVSEA) |
|   | E-246-W002 | Oct-18 | CERTIFICATE OF COMPLIANCE (NAVSEA) |
|   | E-246-W007 | Oct-18 | NOTIFICATION OF INSPECTION OR TEST (NAVSEA) |
|   | F-211-H021 | Mar-19 | DELIVERY OR PERFORMANCE (NAVSEA) |
|   | F-211-W001 | Oct-18 | PARTIAL DELIVERIES (NAVSEA) |
|   | F-242-H001 | Oct-18 | CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) |
|   | F-247-H001 | Oct-18 | DELIVERY OF DATA (NAVSEA) |
|   | G-216-H001 | Oct-18 | FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) |
|   | G-216-H002 | Mar-19 | ORDERS (NAVSEA) |
|   | G-232-H001 | Oct-18 | ALLOTMENT OF FUNDS--BASIC (NAVSEA) |
|   | G-232-H002 | Jun-18 | PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT |
|   | G-232-H005 | Jan-19 | SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) |
|   | G-242-H001 | Oct-18 | GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND |
|   | G-242-H002 | Oct-18 | HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) |
|   | G-242-W001 | Oct-18 | CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) |
|   | H-209-H004 | Dec-18 | ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) |
|   | H-216-H002 | Oct-18 | LEVEL OF EFFORT--ALTERNATE I (NAVSEA) |

CLAUSES INCORPORATED BY FULL TEXT

C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

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

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) 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.

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

(1) National Item Identification Number (NIIN). The number assigned to each approved Item

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

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of

the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA)

(OCT 2018)

(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 paperbased 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:

(1) 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 of 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 should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer 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-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of text)

C-212-W002 COMMERCIAL SUPPLIER AGREEMENTS (NAVSEA) (MAR 2019)

(a) Commercial Supplier Agreement means End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement.

(b) Any Commercial Supplier Agreement must be provided in full text as part of a quote or offer without

hyperlinks.

(c) The contract/order Schedule and Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and

Conditions—Commercial Items, shall take precedence over any conflicting provisions in a Commercial Supplier Agreement.

(d) If any requirement in the Commercial Supplier Agreement conflicts with Federal law or regulations (see FAR 12.212(a)), the following shall apply:

(i) Any such requirement is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such requirement by virtue of it appearing in the Commercial Supplier Agreement. If the Commercial Supplier Agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such requirement.

(iii) Any such requirement is deemed to be stricken from the Commercial Supplier Agreement.

(e) Automatic renewals. License Agreements will expire at end of the term identified in the Purchase

Order/Contract. Automatic renewals are not permitted and any such provision is void.

(f) Changes to the Commercial Supplier Agreement. Unilateral changes of the Commercial Supplier Agreement are impermissible and any requirement authorizing such changes is unenforceable. Changes must be in writing and executed by both parties to be effective.

(g) Third Part License (Embedded Software).

(i) The Contractor agrees that it has obtained all necessary licenses for the Government for any third party materials (including without limitation all Open Source licenses) provided within the product.

(ii) Contractor agrees that it complies with and shall continue to comply with all of its obligations under

Third Party Licenses (including without limitation all Open Source licenses) associated with any third party materials provided within each product.

(iii) To the extent that the Government’s use of the software products licensed herein is in compliance with the Contractor’s Commercial Supplier Agreement, the Government’s use will also be in compliance with any Third Party Licenses.

(h) Audits. In lieu of any audit provisions in the Commercial Supplier Agreement, the Government agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, the Contractor shall, upon reasonable notice, have the right to require that the Government conduct an internal audit to ascertain and verify the number of licenses in use and to verify that the Government’s use of the product is in conformity with this Agreement. The Government is not required to use any tools provided by the Contractor to conduct the audit and shall not be required to pay for any tools provided by the Contractor to conduct the audit. The results of any such audit shall be kept confidential.

If verification discloses that the Government’s use is not in conformity with this Agreement, the Government agrees to resolve any noncompliance by either removing or correcting the unlicensed installation and use of the software identified by the audit as not in conformity with this Agreement.

(i) Confidentiality. Commercial Supplier Agreements’ terms and the final contract pricing may not be deemed confidential. Other marked confidential information will be appropriately guarded.

(j) Assignment. The Government shall have the right, without the prior written consent of the Contractor or its authorized resellers, to assign, reassign, or transfer software licenses among Government employees or the Government’s rights in the Contractor’s product to any governmental organization that is managed, operated, or controlled by the Government. Such authorization includes sublicensing, and assignment or transfer among or between authorized users. In the event authorized users are reorganized or restructured such that their responsibilities and operations are transferred to another government agency, the agency shall have the right to assign the affected program licenses to a successor agency. The licensed agency and the successor agency agree to be bound to the Commercial Supplier Agreement as modified. The transferee shall be bound by the license metrics and limitations in this license. Government shall complete any documentation required by the Contractor to facilitate the transfer of this license, and continuation of support shall be the responsibility of the transferee. For the avoidance of doubt, any assignment or transfer of licenses of the Contractor’s products is also subject to

all other terms of the Commercial Supplier Agreement, as well as the Contractor’s policies governing product dependencies and version compatibility. Reassignment does not require that the license be under maintenance or support in order to execute a transfer.

(k) Litigation. Any requirement insisting that the commercial supplier or licensor control any litigation arising from the government’s use of the contractor’s supplies or services is deleted and unenforceable.

(l) Equitable Remedies. Equitable remedies, injunctive relief, and binding arbitration requirements shall not be enforced unless explicitly authorized by agency guidance or statute.

(m) Venue. Any claim or dispute shall be resolved under the Contract Disputes Act and FAR 52.233-1. The forum for resolution of disputes and applicable statutes of limitation shall be governed by federal law.

(n) Applicable law. In accordance with FAR 52.233-4, United States law shall apply to resolve any claim of breach of this contract and such actions shall be handled in the applicable Federal court of jurisdiction.

(End of text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee’s name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all workrelated injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor’s injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

Occupational Safety and Health Office (OSH)

Name: Andrew Giagnacova

Phone: 301-227-5562

Email: andrew.giagnacova@navy.mil

NSWCCD Safety Office Centralized

Phone: 301-227-1510

Email: safetynswccd.fct@navy.mil

(End of text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit(s) A, attached hereto. The Exhibit A CDRLs are listed in section J.

(End of Text)

C-227-H007 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall be delivered to the Government for concurrence under CDRL A007 and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

(b) The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2017;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 “Plan - generic content” and Table 2 “Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process.” In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted for this contract;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2017 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Adhere to the characteristics defined in ISO/IEC/IEEE 15289:2017 section 6.1 “Life-cycle data

characteristics,” as appropriate; (6) Be in accordance with the framework defined in IEEE Std. 12207:2017, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(7) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the

developers. In accordance with ISO/IEC/IEEE 15289:2017 Section 7.3, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(End of text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED

FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled “Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation” (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its

subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of text)

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT

2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of $100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of text)

C-237-H001 SERVICE CONTRACT REPORTING (NAVSEA) (JAN 2021)

(a) Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: https://sam.gov/SAM/.

(b) 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://sam.gov/SAM/.

(End of text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor’s Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

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

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: http://www.navsea.navy.mil/Home/Warfare-

Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/ under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep\_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(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 $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be

considered to the extent permitted by law.

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

(End of text)

C-242-H002 POST AWARD MEETNG (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 14 days after award of the contract. The meeting will be held at the address below:

Location/Address: The meeting will be held virtually and the details will be mutually agreed to prior to the meeting.

(b) The contractor will be given 5 working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the contract.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact,- determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of text)

C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I

(NAVSEA) (MAY 2019)

(a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.

(b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

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

(i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or

(ii) add items of data or information to the attachment identified in Section J; or

(iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

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

(c) Except for the Government information and data specified by paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at https://assist.dla.mil/online/start/; or

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396

Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(End of text)

C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(End of text)

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 incorporating Change 2 dated 18 May 2016.

(End of text)

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

(3) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of text)

D-211-H004 IDENTIFICATION MARKING OF PARTS--BASIC (NAVSEA) (OCT 2018)

For all parts not subject to the marking requirements in DFARS 252.211-7003 – Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of text)

D-247-W002 UNPACKING INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE

CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED [insert location]." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(End of Text)

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.

(End of text)

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

Item(s) 0001(LOE) - Inspection and acceptance shall be made by the Contracting Officer’s Representative (COR) or a designated representative of the Government.

(End of Text)

E-246-H016 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES (NAVSEA) (OCT

2018)

Item(s) 0002 OTHER DIRECT COST MATERIALS and 0004 TACTICAL INTEGRATION KITS - Inspection

and acceptance shall be made at destination by a representative of the Government.

(End of text)

E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on8 request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

E-246-W002 CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (l) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_\_ [insert date], the \_\_\_\_ [insert Contractor’s name] furnished the supplies called for by the Order/Contract No.\_\_\_\_\_ via \_\_\_\_ [Carrier] on \_\_\_\_\_\_\_\_ [identify the bill of lading or shipping

document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(End of text)

E-246-W007 NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018)

The Contractor agrees to notify the COR, in writing, when the material will be inspected and/or tested. A minimum of 10 working days is required to arrange such a visit.

(End of text)

F-211-H021 DELIVERY OR PERFORMANCE (NAVSEA) (MAR 2019)

For proposal purposes the estimated date of contract award is 18 June 2021. The government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon task order award.

(End of Text)

F-211-W001 PARTIAL DELIVERIES (NAVSEA) (OCT 2018)

Partial deliveries will not be accepted without specific approval from the Contracting Officer.

(End of text)

F-242-H001 CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018)

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract- Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

(End of text)

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.

(End of Text)

F-247-W001 NSWCCD DELIVERY AND OVERWEIGHT VEHICLE GUIDELINES (NAVSEA) (OCT

2018)

The following is provided for informational purposes only:

US NAVY GBLOC BBNV

Unit ID Code/DoDAAC: N00167

Naval Surface Warfare Center

9500 MacArthur Blvd, Bldg. 143

W. Bethesda, MD 20817

Receiving Hours:

0600-1400 MON thru THURS

0600-1330 FRI

Directions:

River Rd Exit off the I-495 Capital beltway. (Rte. 190W, exit 39W).

Turn Left only Bradley Blvd. (Rte. 191) (Traffic signal controlled intersection). Proceed 0.5 miles.

Turn Left onto Persimmon Tree Road (4 way stop). Proceed 1.4 miles.

Turn Right onto Eggert Road. Proceed 0.7 miles and cross over MacArthur Blvd to the CD NSWC Gate 3

entrance (Truck Gate).

Note: Once on Eggert Road, head straight into the back gate. You will cross over MacArthur Blvd.

Once in gate, turn right, and drive straight until you see bldg. 143 on left. Look for blue sign on your left for bldg. 143 or the loading dock.

“All drivers must either have a NCAC or Defense Biometric Identification System (DBIDS) card in addition

they must have proof of US citizenship with them (birth certificate or US passport or state enhanced driver’s license [only issued by WA, NY, VT, & MI]).” OVERSIZED CALL 24 HRS IN ADVANCE, (301) 227-

4060/4062/4330 OR DSN 287-4060/4062/4330. NO ANIMALS ALLOWED ON BASE.

MUST BE CLEARED BY SECURITY PERSONNEL AT COMMERCIAL GATE. 301-227-1551 PRESENT

BILL OF LADING TO SECURITY OFFICERS AND CREDENTIALS.

Call 1-877-679-2231 for Base status if needed to check for inclement weather or other unannounced or

unscheduled closings.

MACARTHUR BOULEVARD – OVERWEIGHT VEHICLE GUIDELINES

1. Roadway has a posted load (weight) restriction of 6 tons GVW.

2. Washington Aqueduct (WA) makes exceptions up to approximately 15 tons GVW for special conditions. (School buses, garbage trucks, fire trucks, construction work and special deliveries).

3. Two methods of approval:

a. Verbal (short duration access)

b. Permit (daily/weekly/monthly business)

4. Verbal Method:

a. Applicants calls WA

b. WA requests location of delivery, day of delivery, and GVW of vehicle.

c. WA makes approval or disapproval decisions based on weight of vehicle, location of delivery and conduit condition in that area.

d. If approved by WA, the Montgomery County Police are called and given notice of approval (301-652-9200).

The following information is given to the Police:

a. Name of delivery company

b. Address of delivery

c. Date of delivery

The police record the information in a log book at the Bethesda Police Station. If the applicant is stopped by the police on MacArthur Boulevard, he should tell the police officer that he has been approved and the police officer should call the police station to verify the approval. If there is no record at the police station the truck driver will get a ticket and be fined.

5. Permit Method:

a. Applicant calls Montgomery County Department of Public Works and Transportation, Division of Traffic and Parking Services at 301-217-2190 for permit application.

b. Applicant completes permit application and sends it back to Montgomery County.

c. Montgomery County sends application to WA for approval or rejection.

d. WA reviews application and approved or rejects it based on GVW criteria and purpose of request.

e. WA sends application back to County. If approved Montgomery County will issue a bumper sticker permit and if disapproved County sends letter of rejection.

6. No concrete trucks are allowed on MacArthur Boulevard due to excessive weight. Trucks normally weigh 30 to 40 tons loaded. Concrete trucks can be driven to a street intersection at MacArthur Boulevard and concrete can be pumped or transported by a front end loader to the specified building site.

7. No ten wheel trucks are allowed on MacArthur Boulevard due to excessive weight. Single axle trucks are permitted if GVW is less than 15 tons.

8. Overweight trucks can cross MacArthur at locations of heavy duty crossings.

HEAVY DUTY (AND MEDIUM DUTY) CROSSINGS ON MACARTHUR BOULEVARD

1. Anglers Inn 12” reinforced concrete slab supported by W 12x79 beams, 4’ c.c. and bridging “New Conduit” only. Three-foot-thick concrete wall extending down to floor slab of conduit supports W 12x79. Old conduit has 12” concrete slab on grade over it.

2. Brickyard Road 12” reinforced concrete slab supported by W 12X79 beams, 4’ c.c., supported by 3’ thick concrete walls outside and 4’ thick intermediate wall.

3. Palisades (Medium Duty) 10” concrete slab (no supports) with #4 @ 12” both ways. Drive in and out on North side of MacArthur Blvd. from Eggert Drive.

4. Eggert Drive (Navy Haul Road) Consist of 2’-8” and 2’-1” thick concrete slabs over new and old conduits. Slab reinforced with 1” square bars at 4” and 41/2” respectively.

5. PersimmonTree Road Same as Brickyard Road.

6. 77th Street Same as Brickyard Road (supported on deep caissons instead of walls)

7. Oxford Road Same as Brickyard Road

8. Goldsboro Road (Medium Duty) 10” concrete slab (no supports) over conduits around x-conn #3 and South East to Glen Echo parking lot with #4 @ 12” both ways (one layer)

9. Brookmont Vehicles must use special heavy duty ramp from Boulevard to Brookmont.

(End of text)

F-247-W001 ADDENDUM

CLARIFICATION REGARDING “F-247-W001 NSWCCD DELIVERY AND OVERWEIGHT VEHICLE

GUIDELINES (NAVSEA) (OCT 2018)”: In the event the MacArthur Boulevard gate is closed, the contractor shall use the main gate on Clara Barton Parkway. For more information please call (301)227‐4060/4062/4330 or 1‐877‐ 679‐2231.

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-216-H002 ORDERS (NAVSEA) (MAR 2019)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (d) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders.

Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall take precedence. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer for activities cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or

reference applicable specifications or requirements in Section C of this agreement), and, shall refer to

the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made

by the Government;

(6) set forth either the amount or, in the case of an undefinitized order, the definitization schedule and

both the monetary limitation on Government liability for the undefinitized order and the maximum

ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) set forth any discount offered for prompt payment;

(9) be dated;

(10) be identified by number in accordance with DFARS 204.7004;

(11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(12) set forth the disbursing office where payment is to be made and other applicable contract

administration data;

(13) cite the applicable circumstance or exception and the justification control number. Orders for items

not identified in the class justification, or an individual justification, and the basic ordering agreement

are unauthorized (applies to BOA orders only);

(14) be issued on an SF 26 or a DD Form 1155; and

(15) set forth any other pertinent information.

(c) Orders. Orders may be issued on a fixed price or cost reimbursable basis at the discretion of the Contracting Officer to the extent permitted by the CLIN structure. Except as otherwise provided in paragraph (e) below, the Contractor shall not begin any work on an order until a firm priced order or an estimated cost and fixed fee order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data,

if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a definitized order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (d) above, the Contractor shall commence performance of

the order upon receipt. The clause entitled "Contract Definitization" (DFARS 252.217-7027) shall be included in any undefinitized order.

(f) Definitization of Undefinitized Orders.

(l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and,

(C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The amount agreed upon shall be set forth in a bilateral modification to the order. In no event shall the amount exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) specified target date which is not more than 180 days after the issuance of the undefinitized order.

However, that target date may be extended by the Contracting Officer for up to l80 days after the

Contractor submits a qualifying proposal as defined in DFARS 2l7.740l; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order

exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable amount in accordance with Subpart l5.4 and Part 3l of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "Limitation of Government Liability" clause (FAR 52.216-24).

(g) Limitation of Government Liability.

(l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases at or below the simplified acquisition threshold; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the amount proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit or fee exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (e) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

Naval Surface Warfare Center Cardorock Division (NSWCCD)

The procuring and administrative contracting officers are responsible for the submission and accuracy of CARs. CARs are not required to be submitted to NAVSEA.

(End of text)

G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)

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

(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 amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled “Fixed Fee” (FAR 52.216-8) or “Incentive Fee” (FAR 52.216-10); and;

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

CLINS/SLINS\*

ALLOTED TO COST\*

ALLOTED TO FEE\*

PERIOD OF PERFORMANCE FOR ALLOTMENT\*

\*To be provided at the task order level.

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

(c) Performance under CLINs/SLINs which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded

CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of text)

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.





(b) This procurement contains the following contract type(s):

Item Type\*

0001 Cost-Reimbursement

0002 Cost-Reimbursement

0003 Cost-Reimbursement

0004 Fixed Price.

0006 Cost-Reimbursement

(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:

Name: Heather L. Valiga

Address: 9500 MacArthur Boulevard., W. Bethesda, MD 20817

Phone: 301-227-5822

E-mail: heather.valiga@navy.mil

(ii) The Contract Specialist is:

Name: Ramone A. Pierce

Address: 2600 Tarawa Court, Virginia Beach, VA 23510

Phone: 757-492-4205

E-mail: ramone.a.pierce@navy.mil

The Administrative Contracting Officer (ACO) is:

Name: Joseph Leotta

Address: 199 Borton Landing Road, Moorestown, New Jersey 08057

Phone: 856-722-4213

E-mail: joseph.leotta4.civ@mail.mil

(iii)

(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.

The Contracting Officer’s Representative (COR) is:

Name: Yelena Bargman

Address: 9500 MacArthur Boulevard, W. Bethesda, MD 20817

Phone: 301-227-1486

E-mail: yelena.bargman@navy.mil

(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.

The Technical Point of Contact (TPOC) is:

Name: Timothy Moskalski

Address: 9500 MacArthur Boulevard, W. Bethesda, MD 20817

Phone: 301-227-2707

E-mail: timothy.moskalski@navy.mil

(g) 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.

The Ombudsman is:

Name: Carlos Duran

Address: 9500 MacArthur Boulevard, W. Bethesda, MD 20817

Phone: 301-227-1082

E-mail: carlos.j.duran@navy.mil

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

Name: Michelle Allison

Address: 9500 Godwin Drive; Manassas, VA 20110

Phone: 703-367-4509

E-mail: michelle.allison@lmco.com

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (OCT 2018)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor’s expense with no cost or liability to the U.S. Government.

(b) The federal Government observes the following holidays:

HOLIDAYS\*

New Year's Day

Martin Luther King's Birthday

Presidential Inauguration Day (Washington DC metro area only)

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

\* Except for the Presidential Inauguration Day, if the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

The actual date of observance for each of the above holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: https://www.opm.gov/policy-data-oversight/snowdismissal-

procedures/federal-holidays/#url.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay

home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) 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 shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company’s established policy and procedures. Contractors shall follow their

disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

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

(End of text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

(38) Ensure contractor compliance with contractual quality assurance requirements.

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

(41) Evaluate for adequacy and perform surveillance of contract engineering efforts and management

systems that relate to design, development, production, engineering changes, subcontractors, tests,

management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.

(51) Consent to the placement of subcontracts.

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

(4) Negotiate or negotiate and execute supplemental agreements providing for the deobligation of

unexpended dollar balances considered excess to known contract requirements.

(6) Negotiate changes to interim billing prices.

(End of text)

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)

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 2,875.94 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 1,019 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)