

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-11-D-6453		2. DELIVERY ORDER NO. N3904017F3002		3. EFFECTIVE DATE 2017 Sep 22		4. PURCH REQUEST NO. N3904017RQ70415		5. PRIORITY DO-A3		
6. ISSUED BY PORTSMOUTH NAVAL SHIPYARD Contracting Division, Code 410 Bldg 153, 6th Floor Kittery ME 03904 Eric G Aberle/410 207-438-6792				7. ADMINISTERED BY DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761		CODE S3309A SCD: C		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR ASR INTERNATIONAL CORPORATION 580 OLD WILLETS PATH HAUPPAUGE NY 11788				FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266		CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
PURCHASE			Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
ASR INTERNATIONAL CORPORATION					RAO ANUMOLU President & CEO					
NAME OF CONTRACTOR			SIGNATURE		TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA BY: /s/Nicholas S Kulakowski			25. TOTAL	[REDACTED]	
								26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN										
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE					g. E-MAIL ADDRESS					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				31. PAYMENT PARTIAL		34. CHECK NUMBER		35. BILL OF LADING NO.	
					31. PAYMENT FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	H399	Non-Nuclear Receipt Inspectors to support the Receipt Inspection Services within the Quality Assurance (QA) Department in accordance with the Statement of Work, Section C. (O&MN,N)	█	MO	█	█
8001	H399	Non-Nuclear Receipt Inspectors to support the Receipt Inspection Services within the Quality Assurance (QA) Department in accordance with the Statement of Work, Section C. (O&MN,N)	█	MO	█	█
		Option				
8002	H399	Non-Nuclear Receipt Inspectors to support the Receipt Inspection Services within the Quality Assurance (QA) Department in accordance with the Statement of Work, Section C. (O&MN,N)	█	MO	█	█
		Option				

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

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

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

(End of Text)

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

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form

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and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

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

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT/CERTIFICATION

(a) Sensitive and /or Proprietary Information and/or Data

In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and or/data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliverable information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third information including but not limited to the research development, products, trade secrets, and know-how of other contractors. All such information and /or data shall be deemed to be "sensitive and/or Proprietary, whether or not designated or marked.

(b) Non-Disclosure of Information and/or Data

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary and/or data, received, or learned as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract The

Contractor and its personnel and subcontractors shall not disclose such data or information to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

(c) Non-Use of Information and/or Data

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of its contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data or information in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The

Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data or information except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need –to-know basis for performance of the contract, except as otherwise approved by the

Contracting Officer in writing and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(d) Non-Disclosure/Non-Use Agreements

(1) Before any of the Contractor's personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(A) He/she shall disclose sensitive and/or proprietary information and/or obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to

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whom disclosure of such data or information is required in performance of this contract.

(B) He/she shall not disclose sensitive and/or proprietary information obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(C) He/she shall use sensitive and/or proprietary information obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(D) He/she shall not use sensitive and/or proprietary and/or data information obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

In the event its personnel, and or subcontractors will obtain, receive, or learn data or sensitive and/or proprietary information and/or of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to sensitive and/or proprietary information and/or provided by the entity.

(e) Requirement to Disclose Data/Information

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the

Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the

Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(f) Exception

This "Non-Disclosure and Non-Use of Data/Information" provision does not apply to data or information which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data/Information and/or" provision is a material and substantial breach of this contract and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the

"Non-Disclosure and Non-Use of Data/Information" provision may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data/Information agreements required by this provision and shall make such agreements available for immediate inspection by the Contracting Officer or Contracting Officer Representative.

(i) Disposal of Documents

Upon completion of the task assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and /or data (including any copies or reproductions hereof) in its possession or control.

VENDOR ACCESS TO PORTSMOUTH NAVAL SHIPYARD (C7F518)

Vendor access to Portsmouth Naval Shipyard: No person not known to be an American citizen of good standing and repute shall be eligible for access to Portsmouth Naval Shipyard and adjacent

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areas. Proof of citizenship may be required. Entrance of foreign nationals requires approval. (Ref: SECNAVINST) 5510.34

SAFETY/SECURITY (C7F519)

SAFETY: All representatives who have a need to enter the Controlled Industrial Area, or other areas specifically designated as safety hazardous, should provide themselves with safety head wear to be worn while in the area.

Vendors and/or subcontractors performing work on vendor-owned or government-owned plant facilities and equipment shall ensure that all OSHA safety regulations are followed. Prior to working on the Portsmouth Naval Shipyard, all vendors shall view the Code 106 safety video.

SECURITY: Commercial vehicles (automobiles) must have conspicuous contractor (company) identification (such as magnetic door-type signs) affixed to the outside of the vehicle if it is to enter the Controlled Industrial Area.

OSHA HEALTH & SAFETY CLAUSE (C7F520)

Vendors preparing specifications, designs or drawings for design, modification or procurement of plant facilities and equipment shall ensure that the appropriate OSHA criteria are included.

OSHA regulations must be met except when more stringent Navy requirements apply.

RESTRICTIONS ON USE OF YELLOW MATERIAL (C7F521)

Yellow colored items such as those described below are of special significance within the Shipyard and are subject to strict controls. Accordingly, contractors shall not use yellow or orange-yellow colored materials for the following purposes: protective clothing, hoods, sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding, identification marks on tools, boundary markers, ribbons, vent ducts, etc. Contractor generated yellow colored waste shall be disposed of by the Contractor off-yard. Shipyard refuse containers shall not be used for disposal of yellow colored waste materials. Yellow colored contract generated debris shall be bagged in non-translucent containers, and promptly removed from the Portsmouth Naval Shipyard.

RADIOLOGICAL INDOCTRINATION (C7F522)

All Contractor employees performing work within the Portsmouth Naval Shipyard must view a radiological video. Contractor

employees who are expected to be on the Shipyard for greater than thirty (30) calendar days must attend a one-half hour indoctrination briefing. Attendance at the briefing will be required prior to being issued a permanent Shipyard badge. The indoctrination briefing will provide radiological fundamentals and information on radiological postings and controls at the Portsmouth Naval Shipyard.

RADIOLOGICAL POSTINGS AND INSTRUCTIONS (C7F523)

Any contractor employee who disregards, alters, moves or otherwise tampers with a radiological posting, or who disobeys a radiological instruction, will not be allowed to continue working at the Portsmouth Naval Shipyard.

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

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(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

(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

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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 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)

STATEMENT OF WORK

CODE 133.2 RECEIPT INSPECTION

PROGRAM SUPPORT

1.1. **Background** - Portsmouth Naval Shipyard (PNS), a field activity of Naval Sea Systems Command (NAVSEA), has a requirement for Non-Nuclear Receipt Inspectors to support the Receipt Inspection Services within the Quality Assurance (QA) Department. Receipt Inspection provides assurance that the materials procured for use on Naval Nuclear Submarines meets the required and specified requirements before being issued for Level I and SUBSAFE applications

1.2. **Scope** - The contractor shall provide QA Inspectors to support the Receipt Inspection Branch of Code 133.2 within the QA Department at PNS with material inspection. The contractor shall be responsible for providing personnel capable of performing all tasks listed in paragraphs 2.1 and 2.2 of this statement of work and passing courses and maintaining the qualifications needed listed in paragraph 2.3.2.

1.3. **Place of Performance** - All work shall be accomplished on site at Portsmouth Naval Shipyard, Kittery (Seavey Island) ME.

1.4. **Period of Performance and Level of Effort**

1.4.1. Estimated at 25 Sep 2017 to 24 Sep 2018

1.4.1.1. 5 days per week at 8 hours per day

1.4.1.2. [REDACTED].

1.4.2. Work Schedule

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1.4.2.1. Monday through Friday

1.4.2.2. DAY Shift: 0700 - 1530

1.4.2.3. Hours of work outside of the normal DAY shift may be required to support specific tasking. PNS will provide as much advance notice as possible when deviation from the core hours is required.

1.4.2.4. The periods of performance for the following Option items are as follows:

09/25/2018- 09/24/2019

09/25/2019- 09/24/2020

1.4.2.5. If contractor personnel are not able to attain passing grades with-in two attempts they will be required to be replaced.

1.4.2.6. If personnel change out occurs due to failure to obtain and maintain qualifications a maximum of 4 failures will be allowed to the contractor before contract is considered to be in violation.

2. Contractor Responsibilities

2.1. Receipt Inspection Assistance:

2.1.1. The contractor shall provide Quality Assurance Inspectors capable of performing the below listed tasks

2.1.1.1. Capable of passing a practical precision measuring proficiency test prior to on boarding.

2.1.1.2. Perform visual, dimensional and generic material identification inspections on a wide variety of purchased and locally manufactured parts and assemblies to determine compliance with drawings, specifications, and/or contract requirements.

2.1.1.3. Set up items on a precision surface plate and establish center lines and other starting points for inspection,

2.1.1.4. Perform dimensional inspections in accordance with drawings and specifications.

2.1.1.5. Perform other dimensional inspections using fixed gages, micrometers, calipers, protractors, precision gage blocks, indicators, etc.

2.1.1.6. Familiarization and ability to read and interpret specifications and standards including but not limited to: Material Management Manual Chapter 8 and 9, Material Control Standard (7010), P9290 DSS-SOC Material, Technical Specification 017, and SUBSAFE Manual 0010.

2.1.1. 7. Ability to lift and move parts and gages, the maximum lifted without aid being (75)

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pounds for not more than a few feet.

2.1.1.8. Uses or operates equipment such as Rockwell and Brinell hardness testers, electronic plating thickness gages and surface finish analyzers to determine that part finished and hardness characteristics comply with specified requirements.

2.1.1.9. Conduct technical reviews of material packages prior to material being released for issue.

2.1.1.9.1. Contractor will verify that required paperwork is properly filled out and accurate.

2.1.1.9.2. The Contractor shall sign for their work stating that it is accurate and complete but cannot sign the final Supervisor/Reviewer block.

2.1.1.9.2.1. Final review and acceptance of any material is the sole responsibility of the Government and may only be signed off on by a qualified Government employee

2.2. Material Certification Review Assistance

2.2.1. The contractor shall provide Quality Assurance Inspectors capable of performing the below listed tasks

2.2.1.1. Verify that required paperwork is properly filled out and accurate.

2.2.1.2. Review contract and all legal and technical requirements.

2.2.1.3. Review Quality Control requirements for the product in question.

2.2.1.4. The Contractor shall sign for their work stating that it is accurate and complete but cannot sign the final Supervisor/Reviewer block.

2.2.1.4.1. Final review and acceptance of any material is the sole responsibility of the Government and may only be signed off on by a qualified Government employee

2.3. Qualifications

2.3.1. Contractor personnel shall have a minimum of 2 years' experience with:

2.3.1.1. Precision measuring equipment

2.3.1.2. Machined parts inspection

2.3.1.3. Precision testing

2.3.2. Contractor personnel shall be required to attend PNS training obtain qualifications in local Procurement Quality Control practices in accordance with paragraph 3.2.

2.3.2.1. If contractor personnel are not able to attain passing grades with-in two attempts they will be required to be replaced.

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2.3.2.2. Contractor personnel shall be able to be qualified in a vision exam in accordance with Code 133.2 procedures meeting vision requirements of Non-Destructive Test Instruction Metal Verification NDTI-208 (20/20) with aid of corrective lenses if necessary.

2.4. Management

2.4.1. The contractor shall be responsible for providing management of all personnel

2.4.2. The contractor designate (1) individual as a senior receipt inspector who shall function as a work leader

2.4.2.1. The senior receipt inspector shall be responsible for all onsite management of contractor personnel

2.4.2.2. The senior receipt inspector shall perform daily receipt inspection tasks in addition to management responsibilities

2.4.2.3. The Senior Receipt Inspector shall assist Code 133.2 Supervisor in ensuring Contractor Quality Assurance Inspectors attend and take training as required, etc.

2.4.3. The contractor shall be responsible for their own personal protective equipment.

3.

Government Responsibilities

3.1. The government will be responsible for providing a computer, work area/surface and all tooling required for the contractor to perform required tasking

3.2. The government will be responsible for ensuring contractors are trained to PNS local Receipt Inspection procedures and practices in Procurement Quality Control.

3.2.1. Qualifications will be required in the below fields

3.2.1.1. Precision Measurement Instruments

3.2.1.2. Inspection Metal Identification

3.2.1.3. Hardness Testing

3.2.1.4. SUBSAFE/ SOC/ FBW

3.2.1.5. Production Verifier Local

3.2.1.6. Permanent Marking Methods

3.2.1.7. Level 1 Stock Program

3.2.2. All contractors shall be tested and certified to local procedures prior to beginning work.

3.2.3. The Government shall be responsible for providing hearing protection and nonprescription

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protective eyewear as required.

4.

Deliverables

4.1. Prior to the start of any work the contractor shall attend a kick off meeting with the government to introduce all key personnel for both the contractor and government to establish roles and responsibilities.

4.1.1. The kick off meeting shall take place at the government facility at a time agreed upon by both parties but shall take place no later than (NL T) 14 days after award of contract.

4.2. Contractor shall attend weekly status meetings with Code 900R TPOC and PNS Contracting Officer's Representative (COR) to discuss contract execution and performance

4.2.1. The contractor shall prepare weekly status updates in accordance with Attachment C for review at these meetings and submitted electronically to the Code 130 TPOC and COR.

4.2.2. The weekly status meetings may be reduced to a biweekly cadence if mutually agreed upon by the contractor, Code 900 and COR.

4.3. As a part of monthly invoicing the contractor shall submit a consolidated monthly report detailing all hours worked and jobs completed for the previous month.

5.

SECURITY/BASE ACCESS

5.1. The Contractor Facility at a minimum must possess a Confidential Facility Security Clearance.

All contractor employees performing work under this contract shall be United States citizens and shall possess, at a minimum a Department of Defense final-adjudicated Personal Security Clearance at the confidential level, in accordance with Attachment B (DD Form 254). Failure of ability to obtain a PNS badge will be cause to dismiss personnel from fulfilling this contract.

5.2. The contractor is responsible for providing documentation of U.S. citizenship and security clearance verification for all employees prior to being assigned work at PNSY.

Contractors/subcontractors shall submit Visit Requests via the Joint Personnel Adjudication System (JPAS) to SMO 39040 for visitor clearance verification. Visit requests submitted by other means will not be accepted without Facility Security Officer signed verification as to the level of security clearance granted to each employee on the visit request.

5.3. Contractors must have RapidGate Credentials for access to Portsmouth Naval Shipyard.

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SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

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

Portsmouth Naval Shipyard
Code 501.2
Receiving Officer Building 170
Kittery, ME 03904

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

(End of Text)

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
(Name of Individual Sponsor)
(Name of Requiring Activity)
(City and State)

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

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

HQ E-1-0002 INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

(End of Text)

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

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

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000 9/25/2017 - 9/24/2018

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

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

(End of Text)

CLIN - DELIVERIES OR PERFORMANCE

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

8000 9/25/2017 - 9/24/2018

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

8001 9/25/2018 - 9/24/2019

8002 9/25/2019 - 9/24/2020

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

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SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE:

ATTN: Laura A. Emery
PORTSMOUTH NAVAL SHIPYARD
CODE 420
KITTERY, ME 03904
Telephone No. 207-438-1341
Fax No. 207-438-4193
Email Address: laura.emery@navy.mil

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE CONTRACTING OFFICER

REPRESENTATIVE: ATTN: Nicholas S. Kulakowski
Eric Aberle, C410 Portsmouth Naval Shipyard
Portsmouth Naval Shipyard Kittery, ME 03904
Kittery, ME 03904 Telephone No. 207-438-6792
eri.aberle@navy.mil Fax No. 207-438-4193
207-438-4268 Email Address: nicholas.kulakowski@navy.mil

(End of Text)

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

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

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

(End of Text)

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252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation

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in Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: N3904017F3002

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

COMBO

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

N/A

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC N68732
Issue By DoDAAC N39040
Admin DoDAAC N39040
Inspect By DoDAAC N39040
Ship To Code N39040
Ship From Code ____
Mark For Code ____
Service Approver (DoDAAC) N39040
Service Acceptor (DoDAAC) N39040
Accept at Other DoDAAC ____
LPO DoDAAC N39040
DCAA Auditor DoDAAC ____
Other DoDAAC(s) ____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes

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

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

laura.emery@navy.mil

eric.aberle@navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

PORTS.N39040_Accts_Payable@navy.mil

WAWFHQ@navy.mil

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

(End of clause)

INVOICING INSTRUCTIONS FOR CONTRACTOR

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

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

252.232-7007 Limitation of Government's obligation. Limitation of Government's Obligation (MAY 2006)

(a) Contract line item CLINs 8000, 8001, 8002, 8003, 8004 and 8005 are incrementally funded. For this item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those items(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional

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funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract: N3904017F3002

(End of clause)

NMCARS 5237.102(90)

"5237.102 Policy. DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. The only contracted services excluded from reporting are construction and utilities. The standard language to be inserted is:

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

<https://doncmra.nmci.navy.mil>.

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

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5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

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

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

(End of Text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

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1.The Procuring Contract Office (PCO) is responsible for:

a.All pre-award duties such as solicitation, negotiation and award of contracts.

b.Any information or questions during the pre-award stage of the procurement.

c.Freedom ofInformation inquiries.

d.Changes in contract terms and/or conditions.

e.Post award conference.

2.The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS

42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

1.The paying office is responsible for making payment of proper invoices after acceptance is documented.

2.The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a.Technical Interface

(1) The TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

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(2) The TOM is prohibited from issuing any instruction which would constitute a contractual change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

a. Contract Surveillance

b. Contract Modifications. The TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

c. Administrative Duties

1. The TOM shall take appropriate action on technical correspondence pertaining to the

1. The TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

2. The TOM shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

3. The TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

4. If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

i. Invoice Review and Approval/Inspection and Acceptance

5. The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

6. The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM must be cognizant of the invoicing

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procedures and prompt payment due dates detailed elsewhere in the contract.

7.The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

8.The TOM shall work with the Contractor to obtain and execute a final invoice no mote than 60 days after completion of contract performance.The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

1.The TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

2.The TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

a.Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

b.Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i.Written Report/Contract Completion Statement.

1.The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out.

The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

2.Ifthe Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

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3.The TOM is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

1.The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the TOM.

b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.

d. Identify contract noncompliance with reporting requirements to the TOM.

e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

invoice.

f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the

g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

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TASK ORDER MANAGER (TOM)

is responsible for:

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

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

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

Contracting Officer Representative

ATTN:

Contracting Officer Representative
 Laura A Emery, Code 420
 Portsmouth Naval Shipyard
 Kittery, ME 03904
 laura.emery@navy.mil
 207-438-1341

Accounting Data

SLINID	PR Number	Amount

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

HOLIDAYS

FINAL

The following holiday and Curtailment days are observed by all Federal Employees at the Portsmouth Naval Shipyard.

NAME TIME OF OBSERVANCE

New Year's Day 1 January

Martin Luther King Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity. In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices. Unless stated otherwise in the request for quotation, the contractor shall observe the same holidays as the Government and, otherwise, shall be open for business Monday through Friday during the performance of this contract. If a different holiday schedule is selected, it shall be the contractor's responsibility to advise the Government each year in writing thirty (30) days in advance of the occasion to allow for mission adjustments.

CLAUSES INCORPORATED BY FULL TEXT

INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL

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

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

a. Metals, e.g., mercury, lead, chromium

b. Solvents, e.g., disinfectants, cleaning and polishing compounds and preparations, dopes, thinners, flammable

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inks

c. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds

d. Corrosives, e.g., acids, alkalis

e. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene

f Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats

g. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels

h. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

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

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

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

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

a. Obey signs, directions and warning labels;

b. Do not use unknown or labeled materials;

c. Only operate shipyard equipment that you are authorized to operate, familiar with, and qualified to operate;

d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to shipyard hazardous material, contact Code 106.1. For specific information on any hazardous material contact Code 106.1, Building 22, phone (207)438-2001, Portsmouth Naval Shipyard, Portsmouth, NH 03801-5000.

LIABILITY INSURANCE LIMITS

Pursuant to the terms of the clause of this contract entitled INSURANCE - LIABILITY TO THIRD PARTIES FAR 52.228-7),

following are the kinds and minimum amounts of insurance required:

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

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-2, SECURITY REQUIREMENTS (AUG 1996)

FAR 52.204-9, Personal Identity of Contractor Personnel

52.204-19, INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

52.209-10, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014).

52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

52.212-4(c), CHANGES, Contract Terms and Conditions -- Commercial Items (Jan 2017)

52.222-50, COMBATTING TRAFFICKING IN PERSONS (MAR 2015).- FINAL

52.222-57, Representations Regarding Compliance with Labor Laws (Executive Order 13673) (Dec 2016)

52.222-58, Subcontractor Responsibility Matters Regarding Compliance with Labor Laws (Executive Order 13673) (Dec 2016)

52.222-59, Compliance with Labor Laws (Executive Order 13673) (Dec 2016)

52.222-61, Arbitration of Contractor Employee Claims (Executive Order 13673) (Dec 2016)

52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011).

52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013).

52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013).

52.233-3, PROTEST AFTER AWARD (AUG 1996).

52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).

252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011).

252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).

252.204-7003, CONTROL OF GOVERNMENT WORK PRODUCT (APR 1992).

252.204-7008, Compliance with Safeguarding Covered Defense Information Controls.

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

252.204-7012, SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION. (NOV 2013)

252.204-7015, DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014).

252.225-7048, EXPORT CONTROLLED ITEMS (JUN 2013).

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

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

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION

OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR2009)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) CLAUSES INCORPORATED BY FULL TEXT

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS.

5252.227-9100 Protection of Naval Nuclear Propulsion Information

5252.227-9101 Transmission Abroad of Equipment or Technical Data Relating to the Nuclear Propulsion of Naval Ships

"Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons. The Contractor and its subcontractors shall, except as otherwise provided herein, in good

a. faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

b. The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

1. Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days. The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495. Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract. An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified,

2. and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment). Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

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I. In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

ii. Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws

iii. and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph

(e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors. Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

b. The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be Posted in a conspicuous place at the worksite; or

1. Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion. Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor

2. contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives. The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

1. Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were

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extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

1. A copy of any record that forms the basis for any exemption claimed under this part.
2. A copy of the service employee list provided to or received from the contracting agency.
3. An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov.

1. The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.
2. If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
3. The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.
4. The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there
5. has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(1) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures - That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

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2. The recordkeeping requirements of paragraph (f) of this clause.

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN
ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND
CERTIFICATIONS. (DEC 2012)

Definitions. As used in this provision-- Person--

Means--

3. A natural person;

A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1)Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

To restrict the free flow of unbiased information in Iran; or

1. To disrupt, monitor, or otherwise restrict speech of the 2. people of Iran; and

(2)Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

1. Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

2. Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

b. Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tlIsdn.pdf>).

c. Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if- This solicitation includes a trade

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agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

1. The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD

OFFICIALS (NOV 2011)

Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements

Relating to Compensation of Former DoD Officials.

2.a.

(b) By submission of this offer, the offerer represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offerer, and who are expected to undertake Acquisition Regulation 3.104-2.

(End of provision)

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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SECTION J LIST OF ATTACHMENTS

Statement of Work

QASP

QASP Matrix

Wage Determination

DD254