

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
03

3. EFFECTIVE DATE
06-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.
N4523A16RQ00016-001

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N4523A

7. ADMINISTERED BY (If other than Item 6)

CODE S4801A

PUGET SOUND NAVAL SHIPYARD & IMF
808 Burwell Street, Code 440
Bremerton WA 98337-1447
david.mirano@navy.mil 360-516-8882

DCMA SEATTLE
188 106TH AVE NE, STE 660
BELLEVUE WA 98004-5965

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Art Anderson Associates, Inc.
202 Pacific Avenue
Bremerton WA 98337-1932

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7178-7M01

10B. DATED (SEE ITEM 13)

30-Jun-2016

CAGE CODE 5A165

FACILITY CODE

[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
-
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 43.101
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Erin K Malinski, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Erin K Malinski

(Signature of Contracting Officer)

08-Sep-2016

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

1. The purpose of this modification is to designate N4523A as LPO n WAWF administration clause, to reflect agreement among sections E and F that task order should be F.o.b Destination, and to correct performance end date in Section F. 2. Accordingly, said Task Order is modified, changing the accounting & appropriation data as follows: A. From: No DODAAC in WAWF LPO field; To: Adding "N4523A" to the LPO field. B. From: No F.O.B. Destination clause by reference in Section F; To: Adding 52.247-34 F.o.b. Destination clause by reference in Section F. C. From: Section E Inspection and Acceptance Terms at Origin; To: Section E Inspection and Acceptance Terms at Destination. A conformed copy of this Task Order is attached to this modification for informational purposes only. D. From: Performance end date in Section F listed as 16 December 2016; To: A performance end date listed in Section F in agreement with all other sections of the order, i.e., 18 November 2016.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$42,337.65 by \$0.00 to \$42,337.65.

The total value of the order is hereby increased from \$42,337.65 by \$0.00 to \$42,337.65.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
8000	6/6/2016 - 12/16/2016	6/6/2016 - 11/18/2016

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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	R425	CAD services for mechanical system drawings for berthing and messing barge projects (O&MN,N)	1.0	LO	\$42,337.65	\$42,337.65

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001		Data in support of CLIN 8000 to be delivered in accordance with Exhibit A001, DD Form 1423 - Contract Data Requirements List	1.0	LO		NSP

Item 8000 LEVEL OF EFFORT - PSNS&IMF is ordering services at the following level of effort:

Labor Category	Reg Hours	OT Hours	Total Hours
Drafter	768	0	768

The 768 straight time hours above are anticipated to cover 96 workdays (96 days x 8 hrs/day = 768 hours) during the period of Tuesday, July 5, 2016 through and including Friday, November 18, 2016. These workdays include Monday through Friday of each week only. All Saturdays and Sundays are excluded. The following Federal holidays are also excluded:

Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday November 24	Thanksgiving Day

(Tuesday, July 5, 2016 through Friday November 18, 2016, excluding Saturdays, Sundays, and the above holidays = 96 workdays.)

CLAUSES INCORPORATED BY FULL TEXT

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

PROJECT 16BRG-0002

IN-HOUSE ENGINEER & CAD SUPPORT

1 **SCOPE.** This PWS covers engineering services and marine design services to Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS & IMF) Codes 280.73 (piping systems). The purpose of this task is to provide CAD services for mechanical system drawings for berthing and messing barge projects. This requires two-dimensional Computer-Aided Drafting (2-D CAD) skills in support of various Piping and HVAC drawings

2 **APPLICABLE DOCUMENTS.**

- 2.1 PSNS & IMF Engineering and Planning Procedures Manual (EPPM)
- 2.2 Planning Yard IDDS “Integrated Drawing Development System”
- 2.3 NAVSEA SL130-AF-CCD-010, I.D.E.A. CAD Standards Rev 3, dated OCT 2014
- 2.4 Work Packages (for drawings)
- 2.5 C/280.7 Piping System Drawing Guidelines

3 **REQUIREMENTS.**

3.1 In house Engineering and CAD Support.

3.1.1 This is a term type task order and shall require the equivalent of one (1) full time contractor employee to provide the level of effort set forth in the LOE table.

3.2 Drawing Development.

3.2.1 Contractor shall provide Engineering Drawings. (CDRL A001)

3.3 Special Requirements.

3.3.1 When on-site the contractor shall:

3.3.1.2 Post a sign at the Government designated work station indicating the name of contractor personnel and company name.

3.3.1.3 Ensure that the signature block of all written correspondence, electronic (e-mail) or otherwise, includes the contractor company name.

3.3.1.4 Shall ensure that the contractor company name is included in any identifying remarks, including, but not limited to, answering the phone, identifying oneself at PSNS meetings, and answering machine salutations messages.

3.3.1.4.5. The contractor shall manually sign in and sign out (not electronically) noting actual arrival and departure times (not just entering intended shift hours) on a government furnished sign-in/out sheet on every day worked. The sign-in sheet shall be in a location determined by the TL.

4 **SECURITY AND ACCESS REQUIREMENTS.** Contractor personnel shall have a confidential security clearance in order to enable badging at PSNS & IMF. All documents listed in Section 2 above and all deliverable items associated with this task are unclassified. Contractor shall contact the COR within 24 hours of award in order

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for the COR to coordinate security matters such as badging and facility access.

5. GOVERNMENT FURNISHED INFORMATION AND EQUIPMENT. The government TL will provide references 2.1 through 2.5 and all other necessary information. No GFE is associated with this task. Rather, Contractor will have access to a workstation, necessary office automation equipment and systems access to allow Contractor to perform in accordance with this PWS (point of service within the government facility only).

6. QUALITY ASSURANCE. Work standards and quality program requirements are specified in the Quality Assurance Surveillance Plan (QASP) which is not incorporated into this contract. The following Performance Requirement Summary is part of the QASP. The TL/PM and COR shall evaluate the contractor's performance based on the following Performance Standard/AQL:

97-100% = Excellent
92-96% = Very Good
86- 91% = Satisfactory
70-85% = Marginal
0-69% = UNSAT
Performance Objectives:

Quality:
1. Provide assessment of the accuracy and completeness of drawings required.
2. Contractor was able to perform with minimal Government technical direction/guidance.
Schedule:
3. Contractor able to meet internal task deadlines.
Business Relations:
4. Contractor maintained close liaison and good communications with the Government.
5. Contractor provided adequate notice when guidance or technical problems/conflicts arose.
Technical:
6. Drawings conform to Front Sheet requirements.
7. Drawings conform to I.D.E.A. CAD Standards.
8. Contractor adequately incorporated design requirements that are <u>not</u> addressed by Shipcheck/guidance package.
9. Contractor integrated assigned drawings with lead/follow codes.

CLAUSES INCORPORATED BY FULL TEXT

Item 8001 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A001, attached hereto.

HQ C-2-0030 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.dla.mil/> ; or

(2) By submitting a request to the
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398.

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

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

(a) Definitions.

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

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

(b) Requirements.

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

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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:

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors 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.

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SECTION D PACKAGING AND MARKING

N/A. Contractor shall deliver all deliverables in accordance with the PWS and associated CDRL.

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
8000	Destination	Government	Destination	Government
8001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

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

Item(s) 8000 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

Item(s) 8000 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000 6/6/2016 - 11/18/2016

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
8000	POP 05-JUL-2016 TO 18-NOV-2016	N/A	N/A FOB: Destination	
8001	POP 05-JUL-2016 TO 18-NOV-2016	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-29	F.o.b. Origin	FEB 2006
52.247-34	F.o.b. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

HQ F-1-0003 The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
<u>8000</u>	<u>5 JUL 2016</u>	<u>18 NOV 2016</u>

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.

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.204-0001 Line Item Specific: Single Funding SEP 2009

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

COMBO

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

DODAAC N4523A

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.

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Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N4523A
Issue By DoDAAC	N4523A
Admin DoDAAC	N4523A
Inspect By DoDAAC	N4523A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N4523A
Service Acceptor (DoDAAC)	N4523A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N4523A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
erin.malinski@navy.mil; david.mirano@navy.mil; and christon.harding@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.

Vilva Delacruz at vilva.delacruz@navy.mil

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

(End of clause)

HQ G-2-0002 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.

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CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER
ATTN: CHRISTON HARDING
1400 FARRAGUT AVE
BREMERTON, WA 98314
Telephone No. 360/476-2220
Email Address: christon.harding@navy.mil

PURCHASING OFFICE
REPRESENTATIVE:

COMMANDER
ATTN: M.D. MIRANO II
PSNS & IMF, CODE 449
1400 FARRAGUT AVE
BREMERTON, WA 98314
Telephone No. 360/476-4205
Email Address: david.mirano@navy.mil

Accounting Data

SLINID	PR Number	Amount
8000	N4523A16NR55009	42337.65
LLA :		
AA 1761804 70BA 251 4523A 0 068688 2D Q00016		
Standard Number: N4523A16RQ00016		

BASE Funding 42337.65
Cumulative Funding 42337.65

MOD 01 Funding 0.00
Cumulative Funding 42337.65

MOD 02 Funding 0.00
Cumulative Funding 42337.65

MOD 03 Funding 0.00
Cumulative Funding 42337.65

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

5252.245-9105 FACILITIES TO BE GOVERNMENT-FURNISHED (FIXED-PRICE) (SEP 2009)

- (a) The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "CHANGES--FIXED PRICE" (FAR 52.243-1); provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.
- (b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

Code 280 Office located within the Centralized Industrial Area within PSNS & IMF, Bremerton, WA.

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

ADDITIONAL ITEMS OF FACILITIES

N/A

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-13	Notice of Set-Aside of Orders	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

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(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

- i. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A001 Contract Data Requirements List

Data Item Description

Solicitation Attachment P1 Past Performance Sheets