

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 10-May-2019	4. REQUISITION/PURCHASE REQ. NO. 1300773462	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC IHEODTD	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas	CODE S2404A

4081 North Jackson Road Indian Head MD 20640-5116 yolanda.riley@navy.mil 301-744-6656	14501 George Carter Way, 2nd Floor Chantilly VA 20151 SCD: C
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Global Defense, Inc. dba GDI 2000 14th Street N, Ste 530 Arlington VA 22201	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-8014 / N0017417F3012 10B. DATED (SEE ITEM 13) 25-Sep-2017
CAGE CODE 51B99      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)  
 SEE SECTION G

**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).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22 LIMITATION OF FUNDS

E. IMPORTANT: Contractor [ X ] 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) Jamie L Brown, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Jamie L Brown (Signature of Contracting Officer)	10-May-2019

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## GENERAL INFORMATION

The purpose of this modification is to 1) add incremental funding and 2) revise the Allotment of Funds Clause as follows:

1. Section G - Accounting Data (incremental Funding)

**CLIN:** 7105                      **ACRN:** AH

**PR#:** 1300773462              **AMOUNT:**

**CLIN:** 7106                      **ACRN:** AJ

**PR#:** 1300781501      **AMOUNT:**

2. Section H - Special Contract Requirements. See Revised Allotment of Funds of Clause.

3. All other terms and conditions remain the same.

4. Direct any questions and concerns to Yolanda Riley on (301) 744-6656 or [email: yolanda.riley@navy.mil](mailto:yolanda.riley@navy.mil)

The total amount of funds obligated to the task is hereby increased from by to.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7105	Fund Type - TBD	0.00		
7106	Fund Type - TBD	0.00		

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

CLIN/SLIN	From	To
7105		
7106		

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	NOSSA Analytical, Technical and Program Management Support Services (Fund Type - TBD)	17060.0	LH			
7001	R425	SAME AS CLIN 7000 - INCREMENTAL FUNDING (Fund Type - OTHER)	1.0	LO			
7002	R425	SAME AS CLIN 7000 - INCREMENTAL FUNDING (Fund Type - OTHER)	1.0	LO			
7003	R425	SAME AS CLIN 7000 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LH			
7004	R425	SAME AS CLIN 7000 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LH			
7005	R425	SAME AS CLIN 7000 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LH			
7006	R425	SAME AS CLIN 7000 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LH			
7100	R425	Option Year I - NOSSA Analytical, Technical and Program Management Support Services (Fund Type - OTHER)	1.0	LH			
7101	R425	SAME AS 7100 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LH			
7102	R425	SAME AS CLIN 7100 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LO			
7103	R425	SAME AS CLIN 7101 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LH			
7104	R425	INCREMENTAL FUNDING TO SUPPORT CLIN 7100 (Fund Type - OTHER)	1.0	LO			
7105	R425	INCREMENTAL FUNDING TO SUPPORT CLIN 7100 (Fund Type - TBD)	1.0	LH			
7106	R425	INCREMENTAL FUNDING TO SUPPORT CLIN 7100 (Fund Type - TBD)	1.0	LH			
7200	R425	Option Year II - NOSSA Analytical, Technical and Program Management Support Services (Fund Type - TBD)	1.0	LH			

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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF  
Option

7300 R425 Option Year III - NOSSA  
Analytical, Technical and  
Program Management Support  
Services (Fund Type - TBD)

Option

7400 R425 Option Year IV - NOSSA  
Analytical, Technical and  
Program Management Support  
Services (Fund Type - TBD)

Option

For Cost Type / NSP Items

Item PSC Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999 7200,					NSP
Not Separately Priced CLIN to support CLINS 7000, 7100, 1.0 LO 7300, and 7400. In accordance with CDRL A001-A005					

For ODC Items:

Item PSC	Supplies/Services	Qty	Unit	Est. Cost
9000 R425	Other Direct Costs - Not-to-Exceed - Travel - Materials/Supplies -. In accordance with CDRLs A001 - A005 (Fund Type - OTHER)	1.0	LO	
9001 R425	SAME AS CLIN 9000 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LO	
9100 R425	OPTION YEAR I - Other Direct Costs - Not-to-Exceed - Travel - Materials/Supplies -. In accordance with CDRLs A001 - A005 (Fund Type - TBD)	1.0	LO	
9101 R425	SAME AS CLIN 9100 - INCREMENTAL FUNDING (Fund Type - TBD)	1.0	LO	
9200 R425	OPTION YEAR II - Other Direct Costs - Not-to-Exceed - Travel - Materials/Supplies -. In accordance with CDRLs A001 - A005 (Fund Type - TBD)	1.0	LO	
	Option			
9300 R425	OPTION YEAR III - Other Direct Cost - Not-to-Exceed - Travel - Materials/Supplies -. In accordance with CDRLs A001 - A005 (Fund Type - OTHER)	1.0	LO	
	Option			
9400 R425	OPTION YEAR IV- Other Direct Cost - Not-to-Exceed - Travel - Materials/Supplies -. In accordance with CDRLs A001 - A005 (Fund Type - TBD)	1.0	LO	
	Option			

**NOTE A: LEVEL OF EFFORT**

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For labor items, Offerors shall propose man-hours specified in Section B to perform requirements of the Performance Work Statement (PWS) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is 17,060 man-hours per year, with the labor mix recommended in Section L, Table 1. Offerors may deviate from the provided labor mix but must propose a total of 17,060 total hours per year. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

**FEE IS NOT ALLOWED ON ODCS. THE ODCS ARE NOT TO EXCEED AMOUNTS THAT ARE INCLUSIVE OF ANY ASSOCIATED INDIRECT RATES.**

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

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

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

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

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

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the

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cognizant DCAA.

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

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

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

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

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

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

**HQ B-2-0021 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE)(NAVSEA) (FEB 1997)**

This entire task order is Cost-Plus-Fixed-Fee, Level of Effort type, with the exception of the ODC CLINS, which are cost-reimbursable. ODCs will be awarded as a Not-To-Exceed (NTE) cost under this task order.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PERFORMANCE WORK STATEMENT FOR NAVAL ORDNANCE SAFETY AND SECURITY ACTIVITY (NOSSA) ANALYTICAL, TECHNICAL AND MANAGEMENT SUPPORT**

#### **1.0 INTRODUCTION**

The Naval Ordnance Safety and Security Activity (NOSSA) requires Contractor support to provide analytical, technical and management support in matters concerning NOSSA Corporate, Department of the Navy (DON) Explosives Safety and Navy Environmental Programs to complement the organic resources of the Command.

The Customer to be supported by this task order is: NOSSA

This Seaport-e Task Order (TO) is for support services which include information technology services. Seaport task orders are not for the procurement of non-incident material, supplies, information technology hardware or property. This task order shall not be used for material procurements, other than incidental materials. Incidental materials are those materials that the Contractor needs for the execution of the services.

This task order is for Severable Services and will be incrementally funded.

#### **2.0 BACKGROUND**

NOSSA serves as Program Manager of the DON Explosives Safety Program, as directed by the Office of the Chief of Naval Operations (OPNAV), N4 and Naval Sea Systems Command (NAVSEASYS COM). Specifically, NOSSA issues technical standards and criteria, provides technical guidance and assistance to all components of the DON, and furnishes technical advice and evaluation to the OPNAV, Naval Sea Systems Command (NAVSEA), and the Marine Corps Systems Command (MARCORSYS COM) on all aspects of Explosives Safety, Arms, Ammunition, and Explosives (AA&E) Physical Security and Transportation, Insensitive Munitions (IM), Ordnance Environmental, Hazards of Electromagnetic Radiation to Ordnance (HERO), Weapons System Explosives Safety Review Board (WSES RB), citing for and deviations from explosives safety criteria, lightning and grounding protection, electrostatic discharge, hazard classification and explosives safety training. NOSSA is the technical authority and provides core expertise and leadership to the Navy on issues related to environmental support in the area of military munitions and ordnance related processes.

#### **3.0 SCOPE**

This tasking is in support of NOSSA business and corporate operations, as well as technical program management support. The performance of this support ensures that NOSSA business functions and programs operate properly and continue to support the mission. In performance of these tasks, the Contractor shall have a thorough knowledge and understanding in the following areas:

- Environmental, explosives safety, and ordnance transportation performance metrics support
- Environmental, explosives safety, and ordnance transportation applications/databases development and maintenance
- Business operations management
- Command wide strategic planning
- Metrics development and analysis
- Business planning and program management

In performance of these tasks, the Contractor shall not provide transportation services, handle hazardous material or explosives. The Contractor shall advise and assist the Government, but shall not make final

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decisions or certifications on behalf of the Government nor perform any inherently governmental functions. The Contractor or its employees shall not represent the Government nor appear to represent the Government in performance of these task order services. The Contractor shall not purchase or obligate on behalf of the Government. At all times, Contractor personnel shall wear appropriate identification identifying themselves as Contractor personnel. At all meetings, conferences, or sessions with the Government personnel, Contractor personnel shall clearly identify their status as Contractor employees. All reports delivered under this task order are property of the U.S. Government.

No Construction, Catering, or Video Production is authorized under this TO. The Contractor shall not act as a procurement organization for the Government. This is not a supply support task order. In support of this task order the Contractor will not be working with explosives. This task order is not for the procurement of security/police/guard/protection personnel support services. Only a warranted Contracting Officer from IHEODTD has the authority to change the terms and conditions of this TO.

#### 4.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the following documents form a part of the PWS and are to be used for general guidance only. The following documents are applicable to this contract effort:

Document No.	Document Title	Date Issued/Updated
DoDM 6055.09-M Ch. 1	DoD Ammunition and ES Standards: General ES Information and Requirements	03/2014
DoDI 6055.16 Ch. 1	Explosives Safety Management Program	12/2011
DoDD 6055.9E	Explosives Safety Management and the DoD Explosives Safety Board	08/2005
OPNAVINST 5090.1D	Environmental Readiness Program Instruction	01/2014
OPNAV M-5090.1	Environmental Program Readiness Manual	01/2014
OPNAVINST 8020.14 (series)	Navy Explosives Safety Management Program	02/2013
NAVSEA OP 5 V1 Rev. 7 Ch. 11	Ammunition and Explosives Safety Ashore	01/2013
NOSSAINST 8020.14F	Navy Explosives Safety Shore Station Compliance Program	09/2015
NOSSAINST 8023.12B	Navy Shipboard Explosives Safety Inspection Program	10/2012

The above documentation is available at [www.assistdocs.com](http://www.assistdocs.com)

#### 5.0 REQUIREMENTS



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Technical and program management support is required for performance metrics and database management, strategic and business management, training and analytical support services. This support requires subject matter expertise in naval strategic planning, business, project and engineering management, performance measurement and associated tool and database development and management. Some specific requirements include:

- Analytical support including: program level and technical performance measurement and analysis development, facilitation, business planning and strategic planning support.
- Environmental, ordnance transportation, and explosives safety program support including: logistics, metrics development, database development/maintenance, business planning and strategic planning support.
- Business operations management, training and other analytical support services.
- Deliver products in a cost-effective manner such as plans, evaluations, and reports in the specific format, timeframe and manner described in the initial meeting for each particular task assigned.

## **6.0 TASKS**

### **6.1. Strategic Planning and Analytical Support**

The Contractor shall provide a full range of support services in strategic planning, change management, business process development and organizational development. The Contractor shall assist in strategic and business planning development at the Command and Directorate levels. The Contractor shall provide meeting facilitation to support the planning process. The Contractor shall support the End-Of-Year reporting process to include compilation of Directorate inputs, update data and metrics development, formal alignment, and grammatical changes across the editing lifespan of the finalized document.

The Contractor shall provide strategic and business planning recommendations to the Government through the analysis of survey results. All survey results shall be reported with accompanying metrics and graphics data to support the recommendations.

The Contractor shall provide other Navy Explosives Safety (ES), environmental and transportation program support services as required. Support may include technical and analytical services, research, reporting, collecting and analyzing data, development of various presentations and meeting support, strategic planning, business planning, metrics and trend analysis, and logistics as deemed necessary by the Government. Strategic planning analysis and supportive initiatives shall be delivered within appropriate timeframe and formats.

The Contractor shall provide Command and/or Directorate strategic planning documentation to include but not be limited to: strategic plans, business plans, presentations, end of year reports, and other reports IAW CDRL A001, Strategic Planning Documentation/Business Operation Support Documentation. The Contractor shall provide minutes of progress review meetings in a report/technical memorandum format IAW CDRL A002, Technical Reports/Point Papers/Meeting Minutes.

### **6.2 Analysis and Performance Management Support**

The Contractor shall apply comprehensive knowledge and methodologies of performance management systems, metrics, principles and practices as they relate to the strategic and business planning to lifecycle. The Contractor shall perform analyses, conduct evaluations, develop findings and trends, create visual presentations and provide associated training support to the organization. The Contractor shall provide analytic support as necessary in the development of Program Area Assessment Charts (PAACs) and other performance measurement tools.

The Contractor shall provide technical and program management support to the command by advising, assisting, and performing management analytical support services. The Contractor shall provide expert knowledge and change management for benchmarking, comparative analysis and business management support. The Contractor shall use the Ordnance Environmental Assessment Model to manage and update annual data to determine fiscal year health score illustrated in the End-Of-Year Report. Analytic charts for Site approval In-House Aging

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submissions shall be updated on a quarterly basis with accompanying performance metrics. The Contractor shall also support the command with analytic methods of measuring site approval requests and processing. The Contractor shall assist in the preparation of business management documentation, briefs, meeting minutes and reports IAW CDRL A002.

### **6.3 Environmental, Ordnance Transportation, and Explosives Safety Performance Metric Tool and Related Database Development and Management Support**

The Contractor shall provide information technology (IT) development and maintenance support to NOSSA as required, as it pertains to Naval explosives safety, ordnance transportation, and ordnance environmental business processes, performance metrics, and analytical support services. The Contractor shall provide assistance in creating and populating command databases and interactive online processes, including Facilities Certification databases such as Web Site Approval Requests (WebSAR), explosives safety compliance automated tools such as the Explosives Safety Compliance System (ESCS), Munitions Response Submissions and Tracking tools such as Web Explosives Safety

Submission (WebESS), Technical Inquiry Reporting database, Weekly Labor Resource Reporting database, Toxic Release Inventory Data Delivery System (TRI-DDS), AA&E Transportation database, performance measurement databases, and other ordnance safety and environmental applications, as well as the interaction between these tools and the NOSSA Restricted Web Site.

The Contractor shall develop, populate and maintain associated automated tools, databases and Web pages based on input provided by the government and using NMCI-and government-approved software. The Contractor shall collaborate with Government program managers to analyze, design, and implement program IT changes within the associated databases, tools and Web pages that may include the conversion and importing of data from various formats. The Contractor shall design and develop user-friendly and NMCI-compliant forms, menus and web pages. The Contractor shall design and implement reporting processes and automated metrics outputs that align with command and program requirements. The Contractor shall develop DoD and NOSSA secure software products.

The Contractor shall perform testing, debugging, and installation support of tools, web pages and databases they have developed to Navy-owned servers. The Contractor shall provide technical support, remote troubleshooting, and training guidance for the developed databases/tools and associated processes. The Contractor shall provide documentation of

quality assurance, source code, and data dictionary in a turn-key format. All IT products and associated documentation shall be provided IAW CDRL A003, IT products/source code and tech/training .

### **6.4 Business Operations Support**

The Contractor shall provide business operations support by compiling metrics and data and preparing presentations to be used in workshops, briefings, Command-level requests, All hands meetings, and other events as requested. The Contractor shall identify policy and business rule changes and prepare draft revisions to command instructions.

The Contractor shall provide program and project management, planning, tracking and technical support to the Command. The Contractor shall provide advice to command leadership on matters relating to program performance and recommend courses of action to accomplish goals and objectives. The Contractor shall maintain existing program performance measurement tools, develop new performance management tools as necessary and compile, document, and analyze metrics data concerning Command business processes, integrate existing Program Management Plans to support the analysis and reporting of cost, schedule, and productivity status, and train command personnel in business processes and metrics. The Contractor shall provide support for high priority Command Budget Briefs by compiling metrics and graphics data. The Contractor shall also support updates to Command and Directorate Flag level presentations.

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The Contractor shall provide support for the bi-annual Navy Explosives Safety Workshop by drafting presentations, supporting agenda and onsite technical support as required. Responsibilities also include formatting, compiling data, manually inputting data, and analysis for the ES Workshop Survey, the NOSSA ES Technical Support Customer Survey and pertinent automated systems surveys.

The Contractor shall provide other Navy safety/environmental/transportation program support services as required. Support may include technical analytical services support in the areas of all Navy safety, transportation, or environmental programs, research and reporting, collecting and analyzing data, development of various presentations and meeting support, strategic planning, business planning, metrics and trend development, and logistics as deemed necessary by the Government.

### 6.5 Miscellaneous Technical and Program Support

The Contractor shall provide technical support for addressing technical issues with the review and research of the various documents, data, recommendations, findings, trends analysis and associated initiatives for NOSSA. The Contractor shall participate in progress review meetings with NOSSA representative to discuss overall task status, key project deliverables, new initiatives, issues and risks. The Contractor shall provide minutes of progress review meetings in a report/technical memorandum format IAW CDRL A002.

### 6.6 Monthly Status Reports

The Contractor shall submit monthly management status reports when invoices are submitted the following month detailing accomplishments, progress on all tasks, problems encountered, projected work for the next reporting period, and funding status. Reports shall include a detailed breakout by task of the work performed and funding and labor hours expended as well as funding and labor hours balance for each task. Funding status shall include the breakout by each funded task utilizing the Government's approved format. Reports will be distributed to the Contracting Officer's Representative IAW CDRL A004, Contracting Officer's Management/Financial Report.

### 6.7 Trend Analysis and Summary Report

To facilitate evaluation of future actions the Contractor shall conduct a Trend Analysis of the multifaceted services and technical support accomplished under this task order. Trend Analysis and Summary Report shall be submitted in accordance with the submittal schedule stated in CDRL A005, Trend Analysis and Summary Report. The Summary Report shall provide a narrative summary of the work accomplished, outstanding issues, new initiatives, trend analysis, and recommendations for quality improvement of the Technical Support.

### 7.0 DELIVERABLES

Deliverables shall be prepared according to instructions as identified in the Contract Data Requirements List (CDRL) DD Form 1423 (attached).

- A001 Strategic Planning Documentation/Business Operation Support Documentation (including presentations, compiled metrics and related reports)
- A002 Technical Point Papers, Reports, Briefings, Meeting Minutes
- A003 IT products, source code and technical training
- A004 Contracting Officers Management/Financial Report
- A005 Trend Analysis and Summary Report

A summary of the deliverables is as follows:

Item	Frequency	Level of Inspection	Recipient
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A001	As Required	COR and NOSSA Task Manager	NOSSA Task Manager
A002	As required	COR and NOSSA Task Manager	NOSSA Task Manager
A003	As required	COR and NOSSA Task Manager	NOSSA Task Manager
A004	15 <sup>th</sup> of every month	COR and NOSSA Task Manager	COR
A005	Draft 3 months prior to task order completion, Final 30 days after review of draft	COR and NOSSA Task Manager	COR

### 7.1. Deliverable Detail

Copies of the deliverables outlined above, as well as any and all tangible materials and records of actions taken/support provide by the Contractor or to the Navy in support of this task order, must be distributed as stated in the task order. Paper/electronic copies and quantity/medium/deadlines are to be determined by NOSSA representatives or the Contracting Officer's Representative (COR).

### 7.2 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for (analytical, technical and management support services) via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

The Contractor is required to completely fill in all required data fields using the following web address <https://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

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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>.

### 7.3 eCRAFT Standard Language

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

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

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

**(1) Access:**

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

**(2) Submission and Acceptance/Rejection:**

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCraft acceptance/rejection will be indicated by e-mail notification from eCraft.

## 8.0 OTHER PERTINENT INFORMATION

### 8.1 Government Furnished Equipment, Manuals, and Information

The Government will furnish limited office supplies, computer equipment, and workspaces for on-site Contractor personnel who provide full-time/part-time support. Such equipment is considered to be incidental to working onsite in Government facilities.

The Contractor shall operate Government-provided computer equipment in accordance with DoN NMCI. Building passes for the location in which work will be performed and Common Access Cards (CAC) shall be provided to Contractors who meet the security requirements.

Both the Contractor and the designated Contracting Officer's Representative (COR) will

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maintain accountability and inventory records.

### 8.2 Government Facilities Access

Access to Government facilities (primarily NOSSA buildings) by Contractor personnel will be prohibited on federal holidays, weekends, and other days/times when no government personnel are available on-site to oversee Contractor support. There are no exceptions.

### 8.3 Travel

Minimal travel is expected to support this task order. The estimated travel requirements are as follows.

Requirement	Instances	# of Personnel	# of Days	Location
Site Support/Meetings /Training	8	2	1	Washington, DC area
Site Support/Meetings /Training	1	2	2	Norfolk, VA
Site Support/Meetings /Training	1	2	3	San Diego, CA
Site Support/Meetings /Training	2	2	3	U.S. Southeast Region
Training	2	1	5	McAlester, OK

The number of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be approved by the COR. Specific travel requirements shall be provided and shall be in accordance with Joint Federal Travel Regulations.

### 9.0 PLACE OF PERFORMANCE

Support will be performed primarily at the contractor's facilities.

#### HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

Item(s) **A001-A005** - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

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

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

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

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational

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

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

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

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

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

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

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

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

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

#### **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



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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

See Basic Contract

All Deliverables shall be packaged and marked IAW Best Commercial Practice

### HQ D-1-0001 DATA PACKAGING LANGUAGE (NAVSEA) (JUL 2016)

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

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

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

### 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

(0) sponsor:	Devyn Pulliam
	(Name of Individual Sponsor)
	NSWC IHEODTD
	(Name of Requiring Activity)

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Indian Head, MD

(City and State)

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **Inspection and Acceptance at Destination**

All provisions and clauses in Section E of the basic contract apply to this task order, unless otherwise specified in this task order.

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

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

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

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:

7000  
7001  
7002  
7003  
7004  
7005  
7006  
7100  
7101  
7102  
7103  
7104  
7105  
7106  
9000  
9001  
9100  
9101

THE ABOVE LINE ITEMS AND RELATED PERIODS OF PERFORMANCE ARE AUTOMATICALLY POPULATED IN SECTION F, DISREGARD.

THE BELOW LINE ITEMS ARE CORRESPONDING PERIODS OF PERFORMANCE ARE CORRECT AS FOLLOWS:

7000  
7001  
7002  
7003  
7004  
7005  
7006  
7100  
7101  
7102  
7103  
7104  
7105  
7106

9000  
9001  
9100  
9101

### **HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

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

ITEM(S)	FROM	TO
CLIN 7000		
CLIN 9000		
CLIN 7100		
CLIN 9100		
CLIN 7200		
CLIN 9200		
CLIN 7300		
CLIN 9300		
CLIN 7400		
CLIN 9400		

The basic effort to be performed under this contract, shall be completed within a period of twelve (12) months for the base year, with Four One-Year Options to be exercised if deemed in the best interest of the government.

**The task order period of performance shall not exceed the period of performance of the Seaport Contract.**

### **HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS (JUN 2011)**

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

### IHEODTD 76 NAVAL SURFACE WARFARE CENTER INDIAN HEAD EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION (NSWC IHEODTD), NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/NSWC IHEODTD) (DEC 2016)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, are:

#### HOLIDAYS\*

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at [OPM.GOV](http://www.opm.gov) or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Contracts Department and Receiving Branch are as follows:

AREA	FROM	TO
<b>INDIAN HEAD CAMPUS (Maryland):</b>		
Contracts Office (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 116)	7:30 A.M. 12:30 P.M.	11:30 A.M. 3:30 P.M.
<b>EOD CAMPUS (Maryland):</b>		
Contracts Office (BLDG. 2008)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 2195)	7:30 A.M.	3:30 A.M.
<b>PICATINNY CAMPUS (New Jersey):</b>		
Contracts Office (BLDG. 61N)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 3355)	7:00 A.M.	3:30 A.M.

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

4. NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division is a tenant of the Naval

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Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head Explosive Ordnance Disposal Technology Division shall be in accordance with NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Command Security Policy requirements.

Routine Physical Contractor Access to a Federally-controlled Activity

#### 4.1 Activity Regulations

All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

#### 4.2 Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractor's who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

#### 4.3 Citizenship

Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

#### 4.4 Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than **five working days** before the required visit to the Contracting Officer Representative (COR).



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Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

#### 4.5 Recurring Vendors, Contractors, Suppliers and Other Service Providers

**NOTE: NSWC IHEODTD Picatinny Location is excluded from the RAPID gate process.**

NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division has implemented RAPIDGate for non-common access card (CAC) vendors, contractors, and suppliers program in accordance with Commander, Navy Installations Command (CNIC) Notice 5530 dated 12 July 2010. It is strongly encouraged that all non-CAC holders who require base access enroll into the RAPIDGate program. RAPIDGate provides a standardized background check, identification credential, biometric capabilities and entry procedures that will enhance security while significantly expediting access. RAPIDGate credential will be issued and base access granted once the enrollee passes vetting and National background checks conducted by RAPIDGate systems maintained by the installation. The RAPIDGate credential will be the only means for long term installation access. After 1 June 2011, NSASP will only issue one day Temporary Paper Passes and all previously issued passes will expire. Participants in the RAPIDGate program will have streamlined access to the installation which will reduce time and costs to companies desiring to conduct business on NSASP installations. The following RAPIDGate Program Enrollment Information is provided:

##### 4.5.1 Enrollment in RAPIDGate

Enroll your company by calling 1-877-RAPIDGate (1-877-727-4342). A customer service representative will give you all the necessary information regarding the program and send you the necessary enrollment forms. You will need to provide your installation name (NSA South Potomac) and sponsor point of contact or (COR), including a name, phone number and e-mail address. NSASP must authorize your request to participate in the RAPIDGate Program. The minimum elapsed time from company enrollment to an employee receiving RAPIDGate credential is approximately two weeks.

##### 4.5.2 Current RAPIDGate Enrollment

If your company is already enrolled in the RAPIDGate Program at another installation, you may request access to this installation by calling the aforementioned number. Once your company is approved by NSASP your employees who already hold RAPIDGate credentials will be able to use the same credentials at our installation.

##### 4.5.3 Approved RAPIDGate Enrollment

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees to register at the self service registration located at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office at Indian Head Explosive Ordnance Disposal Technology Division. Each employee should be ready to provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and social security number. The registration station will capture the employee's photograph for badging and fingerprints for identity verification.

##### 4.5.4 Assisted RAPIDGate registrations

Assisted registration at your company's location may be available if you have 50 or more employees to register. Contact RAPIDGate for details at 1-877-RAPIDGate.

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#### 4.5.5 RAPIDGate Background Screening and Credentialing

RAPIDGate program performs background screening and credentialing. Upon the company approving an employee participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office. To retrieve the credential, the employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

#### 4.5.6 Forms of Acceptable Identification for picking up credentials:

##### List A – One Required

- U.S. Passport (current not expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

##### List B – Two Required

- Drivers license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft card
- Military Dependent's ID Card
- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal document
- Driver's license issued by a Canadian Government Authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those listed under List A)

#### 4.5.6.7 RAPIDGate entry

After activating the RAPIDGate credentials, employees present them to the officer at the entry control point to request entry to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. Participants must wear

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and display their credential at all times while on the installation. Questions about the RAPIDGate program shall be addressed to [info@rapidgate.com](mailto:info@rapidgate.com) with the subject line RE: RAPIDGate Program.

#### 4.6 Activity Identification Badges

Security badges will be issued by the Government only to those contractor personnel who require access to NAVSEA, Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD), Naval Support Activity South Potomac (NSASP) in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. As contained in the DON Homeland Security Presidential Directive-12 (HSPD-12) dated 22 December 2011 policy, a National Agency Check with Inquiries (NACI) investigation with a favorable fingerprint result are the basis for the issuance of a Common Access Card (CAC). However, the Commanding Officer is the final adjudicating official for CAC issuance and will be based on OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12. The command, during the adjudication, has the flexibility to apply the supplemental credentialing standards delineated in OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards, in addition to the six basic standards if information is developed during the credentialing process that may present an unacceptable risk to the life, safety, or health of employees, contractors, vendors or visitors.

Contractors that require routine access to the installation shall obtain an identification badge accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the COR along with the Security Office.

#### 4.7 Badge Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

#### 4.8 Installation Traffic and Parking Regulations

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf>. Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall

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readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

#### 4.9 Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

#### 4.10 Hand Held Cellular Devices and Earpieces

- a. All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.
- b. Restrictions on Electronic Devices** – In accordance with NAVSEA Instruction 5510.2C dated 7 August 2012 entitled "NAVSEA Access and Movement Control" designates that any device or equipment capable of recording, transmitting, or exporting photographic images or audible information of any kind is strictly prohibited within all NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division buildings and detachments.

#### 4.11 Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

#### 4.12 Early Dismissal and Closure of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Facilities

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

External local media (television and radio) will be used to communicate the working status for employees of NAVSEA, Naval

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Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division for inclement weather. Ensure to look/listen for the notifications specific to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division.

**Television Stations:**

WRC-TV – Channel 4

Fox – Channel 5

ABC News – Channels 7 and 8

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

**Radio Stations:**

WTOP – 103.5 FM (<http://ww.wtop.com/?nid=667>)

WSMD – 98.3 FM

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat or a facility related problem), on site contractors will continue working established work hours off site as permitted by parent company policy or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the contract or task order.

Non-essential contractor personnel are not permitted to remain or work at a Government facility when the facility is closed to Federal employees and/or early dismissal of Federal employees.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closing in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract or task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy

**252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)**

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

(End of clause)

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request. **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

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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.

**252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)**

(a) This clause only applies to covered contracts that are subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1 (see the FAR Appendix).

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

“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

“Contractor business systems” means—

(1) Accounting system, if this contract includes the clause at [252.242-7006](#), Accounting System Administration;

(2) Earned value management system, if this contract includes the clause at [252.234-7002](#), Earned Value Management System;

(3) Estimating system, if this contract includes the clause at [252.215-7002](#), Cost Estimating System Requirements;

(4) Material management and accounting system, if this contract includes the clause at [252.242-7004](#), Material Management and Accounting System;

(5) Property management system, if this contract includes the clause at [252.245-7003](#), Contractor Property Management System Administration; and

(6) Purchasing system, if this contract includes the clause at [252.244-7001](#), Contractor Purchasing System Administration.

“Significant deficiency,” in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(c) *General.* The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.

(d) *Significant deficiencies.* (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor’s business

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systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) *Withholding payments.* (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost-reimbursement, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) *Payment withhold percentage limits.*

(i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means any of the following payments authorized under this contract:

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts;

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(D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) *Correction of deficiencies.* (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(iv) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (e) of this clause, and not bill for any monies previously withheld.

(v) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(vi) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will reduce withholding directly related to the significant deficiencies identified in the Contractor notification by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the payment withholding from billings on interim cost vouchers directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.



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(v) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

## **252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)**

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

(1) "Acceptable accounting system" means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that—

- (i) Applicable laws and regulations are complied with;
- (vii) The accounting system and cost data are reliable;
- (viii) Risk of misallocations and mischarges are minimized; and
- (ix) Contract allocations and charges are consistent with billing procedures.

(2) "Accounting system" means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at [252.242-7005](#), Contractor Business Systems, and also may result in disapproval of the system.

(c) *System criteria.* The Contractor's accounting system shall provide for—

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;

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(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;

(9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required—

(i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and

(ii) To readily calculate indirect cost rates from the books of accounts;

(16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(17) Adequate, reliable data for use in pricing follow-on acquisitions; and

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(x) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant

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deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

Accounting Data

SLINID PR Number Amount

-----

7001 130066517300010  
LLA :  
AA 1771804 8B2B 251 68963 0 050120 2D 000000 A00004138315

7002 130066517300020  
LLA :  
AA 1771804 8B2B 251 68963 0 050120 2D 000000 A00004138315

BASE Funding 303000.00  
Cumulative Funding 303000.00

MOD P00001

7003 130069009300010  
LLA :  
AB 1781804 8B2B 251 68963 0 050120 2D 000000 A00004346281

MOD P00001 Funding 56125.00  
Cumulative Funding 359125.00

MOD P00002

7004 130069009300020  
LLA :  
AB 1781804 8B2B 251 68963 0 050120 2D 000000 A00004346281

9001 130069009300020  
LLA :  
AB 1781804 8B2B 251 68963 0 050120 2D 000000 A00004346281

MOD P00002 Funding 61830.00  
Cumulative Funding 420955.00

MOD P00003

7005 130069009300030  
LLA :  
AB 1781804 8B2B 251 68963 0 050120 2D 000000 A00004346281

7006 130071333200010  
LLA :  
AC 1781804 8B2B 251 68963 0 050120 2D 000000 A00004521202

MOD P00003 Funding 220000.00  
Cumulative Funding 640955.00

MOD P00004

7101 130073641300001  
LLA :  
AD 1781804 52FA 254 00520 056521 2D ECW1GL 05218RC0011N

7102 130073541500010  
LLA :  
AE 1781804 8B2B 251 68963 0 050120 2D 000000 A00004656708

7103 130073542200010  
LLA :

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AF 1781804 8B2B 251 68963 0 050120 2D 000000 A00004656667

9101 130073641300002

LLA :

AD 1781804 52FA 254 00520 056521 2D ECW1GL 05218RC0011N

MOD P00004 Funding 781896.00

Cumulative Funding 1422851.00

MOD P00005

7104 130076090700010

LLA :

AG 1791804 8B2B 251 68963 0 050120 2D 000000 A00004851384

MOD P00005 Funding 85000.00

Cumulative Funding 1507851.00

MOD P00006

7105 130077346200010

LLA :

AH 1791804 8B2B 251 68963 0 050120 2D 000000 A00004951296

7106 130078150100010

LLA :

AJ 1791804 8B2B 251 68963 0 050120 2D 000000 A00005014129

MOD P00006 Funding 241255.00

Cumulative Funding 1749106.00

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **Contractor On Site Training:**

1.1 A Contractor providing support on-site at NOSSA may be required to have its on-site Contractor personnel participate in training covering rules, practices, procedures, equipment and systems, as needed, based on the type of support being provided. This training may include, but is not limited to: Operation Security training (OPSEC); Personally Identifiable Information training; DoD Information Assurance Awareness training; Information Technology Security; Voluntary Protection Program (VPP) training; and Personnel Security training.

1.1.2 This training will be provided at no cost by NOSSA and will take place on-site during normal task order working hours without any additional compensation for the Contractor. This training does not relieve the Contractor of its responsibility to train its employees in such areas as environment, health, safety, security, sexual harassment, ethics, etc. to ensure compliance with all federal, state, and local laws and DoD regulations.

### **Security**

Information provided to the Contractor will be sensitive, but unclassified. A SECRET clearance will be required for all contractor personnel. The Government will provide access to facilities consistent with security clearances. Property protection will be the responsibility of the local Facility Manager and local Government/NOSSA Security Manager or their authorized representative. All contractors must sign a Non-Disclosure Agreement (NDA) with the Government for the purposes of work required by the task order and shall not use any Government related matter for commercial or any other unauthorized purposes. The Contractor agrees that it shall not disclose or provide access to anyone unless it has verified that the recipient has been properly authorized to receive such information, (e.g. employees of the Contractor who have signed NDAs). Under no circumstances may the Contractor make unauthorized disclosures on Government work related matters without prior written approval by the Government.

### **Data Item Descriptions (DIDs)**

DIDs are available for downloading and/or viewing at [www.assistdocs.com](http://www.assistdocs.com).

Unless specifically identified in this task order the purchase of Information Technology Assets under Other Direct Costs (ODC) is not authorized.

### **NAVSEA 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

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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.

**NAVSEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE I (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 85,300 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 328 hours per week. It is understood and agreed that the rate of man-hours per month may

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fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract.

Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

**NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S) ALLOTED TO COST	ESTIMATED ALLOTED TO PERIOD OF FEE	PERFORMANCE
7001		
7002		
7003		
7004		
7005		
7006		
7101		
7102		
7103		
7104		
7105		
7106		
9001		
9101		



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

(c) CLINs/SLINs 7000 and 9000 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

For informational purposes only:

Total Task Order Ceiling	Amount Funded by this Action	Total Dollar Funded to Date	Balance Not Funded

**NAVSEA 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

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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.

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## **SECTION I CONTRACT CLAUSES**

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

**FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)**

**FAR 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)**

**FAR 52.204-2 Security Requirements (AUG 1996)**

**FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

**FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)**

**FAR 52.204-13 System for Award Management Maintenance (OCT 2016)**

**FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)**

**FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)**

**FAR 52.215-23 Limitations on Pass-Through Charges (OCT 2009)**

**FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)**

**FAR 52.219-8 Utilization of Small Business Concerns (NOV 2016)**

**FAR 52.222-41 Service Contract Act of 1965 (MAY 2014)**

**FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)**

**FAR 52.223-18 Contractor Policy to Ban Text Messaging While Driving (JUN 2014)**

**FAR 52.224-1 Privacy Act Notification (APR 1984)**

**FAR 52.224-2 Privacy Act (APR 1984)**

**FAR 52.232-20 Limitation of Cost (APR 1984)**

**FAR 52.232-22 Limitation of Funds (APR 1984)**

**FAR 52.232-25 Prompt Payment (JAN 2017)**

**FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)**

**FAR 52.232.39 Unenforceability of Unauthorized Obligations (JUN 2013)**

**FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC**

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**FAR 52.233-3 Protest After Award (AUG 1996)**

**FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)**

**FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**

**FAR 52.244-6 Subcontracts for Commercial Items (JAN 2017)**

**DFARS 252.201-7000 Contracting Officer's Representative (DEC 1991)**

**DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)**

**DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)**

**DFARS 252.204-7000 Disclosure of Information (OCT 2016)**

**DFARS 252.204-7002 Payment for SubLine Items not Separately Priced (DEC 1991)**

**DFARS 252.204-7003 Control of Government Personnel Work Product (APR 1992)**

**DFARS 252.204-7004 ALT A Alternate A, System for Award Management (FEB 2014)**

**DFARS 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)**

**DFARS 252.204-7008 Compliance With Safeguarding Covered Defense Information Controls (OCT 2016)**

**DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)**

**DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)**

**DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors (MAY 2016)**

**DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (OCT 2015)**

**DFARS 252.211-7007 Reporting of Government-Furnished PROPERTY (AUG**

**2012) DFARS 252.219-7000 Advancing Small Business Growth (SEP 2016)**

**DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)**

**DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)**

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**DFARS 252.232-7010 Levies on Contract Payments (DEC 2008)**

**DFARS 252.244-7000 Subcontracts for Commercial Items (JUN 2013)**

**DFARS 252.244-7001 Contractor Purchasing System Administration -- Basic (MAY 2014)**

**FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use

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on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise

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specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

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(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

[http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written



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understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of

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allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE TASK ORDER (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days of award** or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed **5 years**.

**52.219-28 Post-Award Small Business Program Representation (Jul**

**2013)** (a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under

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the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of

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this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it is, or is not a small business concern under NAICS Code 541330 assigned to contract number N00178-14-D-8014 task order N0017417F3012.

[Contractor to sign and date and insert authorized signer's name and title].

## **FAR 52.244-2 SUBCONTRACTS (OCT 2010)**

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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

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- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
  - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
    - (1) Of the acceptability of any subcontract terms or conditions;
    - (2) Of the allowability of any cost under this contract; or
    - (3) To relieve the Contractor of any responsibility for performing this contract.
  - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)**

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General  
Investigative Policy and Oversight  
Contractor Disclosure Program  
4800 Mark Center Drive, Suite 11H25  
Alexandria, VA 22350-1500

Toll Free Telephone: 866-429-8011

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**SECTION J LIST OF ATTACHMENTS**

1. Contract Administration Plan
2. Wage Determination 2015-4281, Revision No. 11, dated 07/03/2018
3. Department of Defense Contract Security Classification Specification (DD254)
4. Quality Assurance Surveillance Plan (QASP)
5. Acronym List
6. COR Appointment Letter

Exhibit A - Contract Data Requirements List (CDRLs) (A001-A005)

Table 1: Approved Subcontractors

Approved Subcontractors	CAGE CODE	SMALL or LARGE BUSINESS	EFFECTIVE DATE