

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 01-Jun-2018	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC IHEODTD	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON	CODE S5111A

4081 North Jackson Road
Indian Head MD 20640-5116
willy.quiambao@navy.mil 301-744-6664

2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Cruz Associates Inc. 6515 George Washington Memorial Hwy., Ste. 209 Yorktown VA 23692-2182	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7676 / N0017417F3009 10B. DATED (SEE ITEM 13) 01-Jun-2017
CAGE CODE 04JS3 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.217-9 -Option to Extend the Term of the Contract

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Demetrius R Green, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Demetrius R Green (Signature of Contracting Officer)	30-May-2018

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to exercise Option Year I CLINs 7100-7104 and 9100-9104, and to correct typographical errors in the General Information section of Modification P00007. Accordingly, said Task Order is modified as follows:

1. Option year I CLINs 7100-7104 and 9100-9104 are hereby exercised, with a period of performance of 1 June 2018 – 31 May 2018
2. The total value of the order is hereby increased from \$10,313,080.92 by \$9,817,223.98 to \$20,130,304.89
3. Correct typos in Number 5 of General Information of Modification P00007, as follows

FROM:

5. Summary: Modification P00006 Totals

- a. CLIN 7000 funding is increased from \$2,981,811.52 by **\$4,392 to 2,986,203.52**
- b. CLIN 91000 funding in decreased from \$666,600 by \$5000 to \$661,600.
- b. Over All task order funding is decreased from \$3,648,411.52 by **\$608.00 to \$3,647,803.52**
- c. The total Task Order Value remains unchanged at \$10,313,080.92

All other Terms and Conditions remain unchanged.

TO:

5. Summary: Modification **P00007**Totals

- a. CLIN 7000 funding is increased from \$2,981,811.52 by **\$4,392 to 2,986,203.52**
- b. CLIN **9000** funding in decreased from \$666,600 by \$5000 to \$661,600.
- b. Over All task order funding is decreased from \$3,648,411.52 by **\$608.00 to \$3,647,803.52**
- c. The total Task Order Value remains unchanged at \$10,313,080.92

All other Terms and Conditions remain unchanged.

4. The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,647,803.52 by \$0.00 to \$3,647,803.52.

The total value of the order is hereby increased from \$10,313,080.92 by \$9,817,223.97 to \$20,130,304.89.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7100	0.00	1,860,826.51	1,860,826.51
7101	0.00	2,363,752.59	2,363,752.59

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7102	0.00	2,363,752.59	2,363,752.59
7103	0.00	502,926.08	502,926.08
7104	0.00	2,468,361.21	2,468,361.21
9100	0.00	50,144.07	50,144.07
9101	0.00	63,696.52	63,696.52
9102	0.00	63,696.52	63,696.52
9103	0.00	13,552.45	13,552.45
9104	0.00	66,515.43	66,515.43

5. All other terms and conditions remain unchanged.

6. Questions regarding this modification should be directed to Willy Quiambao at
willy.quiambao@navy.mil.

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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	Base Year: Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD)	190080.0	LH	\$9,014,256.46	\$450,712.82	\$9,464,969.28
700001	R425	TI4 Admin Labor (Fund Type - OTHER)					
700002	R425	TI5 Plant Labor (Fund Type - OTHER)					
700003	R425	TI6 Engineering Labor (Fund Type - OTHER)					
700004	R425	TI7 Maintenance & Repair Labor (Fund Type - OTHER)					
700005	R425	TI9 MSA Editorial Assistant SOP Labor (Fund Type - OTHER)					
700006	R425	TI9 MSA Editorial Assistant PCS Labor (Fund Type - OTHER)					
700007	R425	TI13 M33 Transportation Specialist Labor (Fund Type - OTHER)					
700008	R425	TI21 D12 Magazine Support Labor (Fund Type - OTHER)					
700009	R425	TI21 D12 Magazine Support Labor (Fund Type - OTHER)					
700010	R425	TI22 M11 Plant Labor (Fund Type - OTHER)					
700011	R425	TI29 M11 Analyst Labor (Fund Type - OTHER)					
700012	R425	TI32 M23 Plant Labor (Fund Type - TBD)					
700013	R425	TI33 Labor (Fund Type - OTHER)					
700014	R425	TI21 D12 Magazine Support Labor (Fund Type - OTHER)					
700015	R425	TI30 Critical Energetics Support Labor (Fund Type -					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		OTHER)					
700016	R425	TI4 M21 Admin Labor (Fund Type - TBD)					
700017	R425	TI5 M21 Plant Labor (Fund Type - OTHER)					
700018	R425	TI6 M21 Engineering Labor (Fund Type - OTHER)					
700019	R425	TI21 D12 Magazine Support Labor (Fund Type - OTHER)					
700020	R425	TI32 CAST Plan Operator Support for M (Fund Type - OTHER)					
700021	R425	TI32 CAST Plan Operator Support for M (Fund Type - OTHER)					
700022	R425	TI13 M33 Transportation Specialist Labor (Fund Type - OTHER)					
700023	R425	TI7 M32 Maintenance and Repair Labor (Fund Type - OTHER)					
700024	R425	TI7 M32 Maintenance and Repair Labor (Fund Type - OTHER)					
700025	R425	TI #28,Engineering Support (DECON, DEMI, & Disposal of IERT Ordnance Support) Initial funding of \$36,108 under PR # 1300686424 Line 1. NOTE: Obligated amount of \$36,108 is debligated under modification P00007 because employee assigned to perform job has passed away). (Fund Type - OTHER)					
700026	R425	TI 33 (Rev 1), incremental funding for IDFM Material Fabrication under PR# 1300715836 Line Item 1 (Fund Type - OTHER)					
700027	R425	TI 33 (Rev 1), incremental funding for IDFM Material Fabrication under PR# 1300715836 Line Item 2. (Fund Type - OTHER)					
700028	R425	TI 33 (Rev 1), incremental funding for IDFM Material Fabrication under PR# 1300715836 Line Item 3. (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option Year 1 (CODE M1): Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD)	37000.0	LH	\$1,772,215.72	\$88,610.79	\$1,860,826.51
7101	R425	Option Year 1 (CODE M2): Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD)	47000.0	LH	\$2,251,192.94	\$112,559.65	\$2,363,752.59
7102	R425	Option Year 1 (CODE M3) : Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD)	47000.0	LH	\$2,251,192.94	\$112,559.65	\$2,363,752.59
7103	R425	Option Year 1 (CODE M10): Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD)	10000.0	LH	\$478,977.22	\$23,948.86	\$502,926.08
7104	R425	Option Year 1 (OTHER): Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD)	49080.0	LH	\$2,350,820.20	\$117,541.01	\$2,468,361.21
7200	R425	Option Year 2: Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD) Option	190080.0	LH	\$9,195,443.02	\$459,772.15	\$9,655,215.17

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Option Year 3: Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD) Option	190080.0	LH	\$9,287,397.45	\$464,369.87	\$9,751,767.32
7400	R425	Option Year 4: Labor associated with performance and requirements in accordance with Performance-Based Statement of Work entitled Explosives and Ordnance Operations Support. (Fund Type - TBD) Option	190080.0	LH	\$9,380,271.42	\$469,013.57	\$9,849,284.99

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Not Separately Priced to support CLINs 7000,7100,7200,7300, and 7400 in accordance with the Performance Work Statement (PWS).	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Year: ODC's associated with performance and requirements are not to exceed the following: Travel (not-to-exceed)-\$20,202.00 Materials/Supplies (not-to-exceed)-\$212,330.00 (Fund Type - TBD)	1.0	LO	\$848,111.64
900001	R425	TI4 M21 Admin ODC (Fund Type - OTHER)			
900002	R425	TI5 M21 Plant ODC (Fund Type - OTHER)			
900003	R425	TI6 M21 Engineering ODC's (Fund Type - OTHER)			
900004	R425	TI7 M32 Maintenance & Repair ODC (Fund Type - OTHER)			
900005	R425	TI13 M33 Transportation Specialist ODC (Fund Type - OTHER)			
900006	R425	TI22 M11 Plant ODC (Fund Type - OTHER)			
900007	R425	TI29 M11 Analyst ODC (Fund Type - OTHER)			
900008	R425	TI32 M23 Plant ODC (Fund Type - OTHER)			
900009	R425	TI14 Diagnostic Evaluation and Technical Support for NSW IHOEODTD Industrial Operations Systems (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900010	R425	TI4 M21 Admin Labor (Fund Type - OTHER)			
900011	R425	TI5 M21 Plant Labor (Fund Type - OTHER)			
900012	R425	TI6 M21 Engineering Labor (Fund Type - OTHER)			
900013	R425	TI13 M33 Transportation Specialist ODC (Fund Type - OTHER)			
900014	R425	TI32 CAST Plan Operator Support for M (Fund Type - OTHER)			
900015	R425	TI13 M33 Transportation Specialist (Fund Type - OTHER)			
900016	R425	TI #28,Engineering Support (DECON, DEMI, & Disposal of IERT Ordnance Support) Initial funding of \$5,000 under PR # 1300686424 Line 1. NOTE: Obligated amount of \$5000 is debligated under modification P00007 because employee assigned to perform job has passed away). (Fund Type - OTHER)			
9100	R425	Option Year 1(CODE M1) : ODC's associated with performance and requirements are not to exceed the following: Travel (not-to-exceed)-\$20,606.04 Materials/Supplies (not-to-exceed)-\$220,823.20 (Fund Type - TBD)	1.0	LO	\$50,144.07
9101	R425	Option Year 1 (CODE M2): ODCs associated with performance and requirements. (Fund Type - TBD)	1.0	LO	\$63,696.52
9102	R425	Option Year 1 (CODE M3): ODCs associated with performance and requirements. (Fund Type - TBD)	1.0	LO	\$63,696.52
9103	R425	Option Year 1 (CODE 10): ODCs associated with performance and requirements. (Fund Type - TBD)	1.0	LO	\$13,552.45
9104	R425	Option Year 1(OTHER): ODCs associated with performance and requirements. (Fund Type - TBD)	1.0	LO	\$66,515.43
9200	R425	Option Year 2: ODC's associated with performance and requirements are not to exceed the following: Travel (not-to-exceed)-\$21,018.16 Materials/Supplies (not-to-exceed)-\$229,656.13 (Fund Type - TBD)	1.0	LO	\$267,469.47
		Option			
9300	R425	Option Year 3: ODC's associated with performance and requirements are not to exceed the following: Travel (not-to-exceed)-\$21,438.52 Materials/Supplies (not-to-exceed)-\$238,842.37 (Fund Type - TBD)	1.0	LO	\$277,719.71
		Option			
9400	R425	Option Year 4: ODC's associated with performance and requirements are not to exceed the following: Travel (not-to-exceed)-\$21,867.29 Materials/Supplies (not-to-exceed)-\$248,396.07 (Fund Type - TBD)	1.0	LO	\$288,371.01
		Option			

Note A: LEVEL OF EFFORT

For labor items, Offeror shall propose man-hours specified in Section L to perform requirements of the Performance Work Statement (PWS) provide for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimated is 190,080 man-hours-per year, with the labor mix recommended in Section L, Table 1. Offeror may deviate from the provided labor mix but must propose a total of 190,080 total hours per year. The Government estimate is based on the total anticipated Level of Effort (LOE) for all

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tasks combined per CLIN.

FEE WILL NOT BE 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 PAYMENT OF FEES(S) (LEVEL OF EFFORT – ALTERNATE I) (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) (APR 2015)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

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

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

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

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

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

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

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This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE- BASED

STATEMENT OF WORK

EXPLOSIVES AND ORDNANCE

OPERATIONS SUPPORT

1. GENERAL

1.1 Introduction

The Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD), Indian Head, Maryland undertakes development and conducts processing of energetic materials. With the downsizing of the military and civilian workforce, and implementation of increasingly burdensome regulations such as the Military Munitions Rule, technical assessments of current safety and logistics support program and methods of implementation must be performed to improve efficiency and maintain effectiveness. Contractor support is required in various program areas which include explosive research/development and production, radiographic and other non-destructive inspection, energetics test and evaluation, quality program management, equipment maintenance, and ammunition inventory management. This contract will provide direct support in performance of a wide range of tasks to implement these programs. Operations support will be performed on-site at the NSWC IHEODTD, Indian Head, Maryland and the Naval Weapon Station (NWS) Yorktown, Virginia.

1.2 Scope

The Contractor shall provide energetic materials operations and maintenance, logistics and ordnance inventory management, program management, quality systems management and administrative support for the NSWC IHEODTD and NWS Yorktown. Explosives processing and related equipment installation, maintenance and repair falls within the scope of this contract. The procurement of Information Technology (IT) equipment is NOT within the scope of this requirement. Construction and Catering are NOT within the scope of this requirement and considered Naval Facilities Engineering Command(NAVFACENGCOM or NAVFAC) functions. NAVFAC is responsible for awarding and administering contracts for all architect-engineer, construction, utilities, energy, facilities support, and assigned weapon and IT system programs or components associated with Navy expeditionary forces

The following actions described below are considered NAFAC responsibilities and shall not be performed at any time on this contract:

- (A) Facility engineering and construction, including capital improvements;
- (B) Utilities, including sales and privatization;
- (C) Shore Energy, including renewable, conservation, Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs), and sales;
- (D) Environmental remediation, cultural resources (on DoD installations only), historical research, natural resources conservation studies (on and off DoD installations), execution of the Defense Environmental Restoration

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Program (DERP), delegated caretaker functions at military installations to be closed under the Defense Base Closure and Realignment Act of 1990, and any amendments thereto;

(E) Public works, including maintenance of buildings, grounds, roads and other infrastructure;

(F) Guard services related to the protection and security of U.S. military installations and facilities;

(G) Anti-Terrorism Force Protection (ATFP) infrastructure (ashore);

(H) Contingency engineering, expeditionary and construction training systems and equipment;

(I) Logistics-over-the-shore, near shore, and ocean facilities infrastructure systems;

(J) Navy expeditionary equipment, infrastructure, and Information Technology (IT) related systems;

(K) Procurement and lease (over 120 days) of Navy (excludes United States Marine Corps (USMC)) civil engineer support equipment, including railway, construction and weight-handling equipment;

(L) Procurement and maintenance of automotive vehicles used by DoN; and

(M) Lease (over 120 days) of automotive vehicles used by DoN.

(N) Construction, lease, purchase and/or installation of relocatable buildings, including trailers.

(O) DoN acquisition of public utility services including, but not limited to, electricity, gas, water, sewerage, drainage, fire and police protection, street lighting and cleaning, and trash and garbage disposal.

In addition, NAVFACENCOM is responsible for contract administration functions associated with construction work under contracts awarded by other DoN contracting activities that contain any construction work.

All efforts performed under this task order will be issued as individual Technical Instructions (TI's). All TI's issued to the Contractor shall be within scope. Should the Contractor feel that full compliance with a TI is outside the scope of the contract, the Contractor is to notify the Contracting Officer's Representative (COR) and the Contracting Officer by official correspondence within ten (10) working days after receipt of a TI. In such case, the Contractor is to take no further action with regard to the TI until notified by the Contracting Officer that the TI is within the scope of the contract.

The Contractor shall advise and assist the Government, but shall not make final 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 contract 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.

2.0 APPLICABLE DOCUMENTS

The Contractor shall comply with the following *documents in the performance of this Performance Work Statement:

NAVSEA OP 5 Volume 1

NAVSEA INSTRUCTION 8020.9C

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NSWC IHEODTDINST 5100.22G

NSWC IHEODTDINST 8020.5A

Clean Air Act and Amendments

National Environmental Policy Act (NEPA)

Resource Conservation and Recovery Act (RCRA)

Specific Health and Safety Plans IAW 29 CFR 1910.120

Safety Health and Emergency Response Plan IAW EM 385-1-1

Department of Defense (DoD) and Department of Transportation (DOT) regulations

Federal Joint Travel Regulations

Hazardous Materials Control and Management (HMC&M) Program

Hazardous Minimization (HAZMIN)

Occupational Safety and Health Act (OSHA) Regulations

Material Safety Data Sheets (MSDS)

Comprehensive Environmental Response Compensation and Liability Act (CERCLA)

***Documents will be provided upon contractor request**

3.0 REQUIREMENTS

3.1 WORK PERFORMANCE REQUIREMENTS

3.1.1 Work Location and Equipment.

The Contractor shall perform on-site work simultaneously at the NSWC IHEODTD and the NWS Yorktown, Virginia. The majority of the work will be performed at NSWC IHEODTD.

3.1.2 Hours of Work.

Contractor personnel are expected to conform to agency normal business hours, which consist of 40 hours per week during the time period of Monday through Friday, 6:00 a.m. to 5:00 p.m. Actual hours of work will be agreed upon at task order start up and may be different for different task areas and plant areas. Work outside of normal work hours, if required, will be discussed and agreed upon between the Contractor Task Leader and the Contracting Officer's Representative (COR).

3.2 KICKOFF MEETING

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There shall be a Government/Contractor Kickoff Meeting to establish Government/Contractor interfaces within 15 days after contract award, or as mutually agreed to by the Government and the Contractor. The anticipated meeting objectives shall include a face to face meeting between key personnel, team introduction, general program discussions, as well as more specific information in regards to the programs the contract supports. The Contractor shall document meeting minutes for Government review and approval within 10 business days from the completion of the meeting (CDRL A001).

3.3 PROCESS ENGINEERING SUPPORT

The Contractor shall provide subject matter experts to support research, analysis, development, testing, and evaluation (RDT&E) projects on a wide variety of programs, for energetic materials development processing, for energetics production, and disposal. The Contractor shall provide assistance with explosive engineering expertise on how to satisfy regulatory and safety requirements to include regulatory permitting assistance and explosive waste disposal alternatives. The Contractor shall assist with expertise and engineering support for the design of environmentally compliant ordnance equipment. The Contractor shall provide engineering assistance with ordnance equipment and tooling design, installation and prove out to include safety reviews and failure mode and effects analysis. The Contractor shall document these analyses in a Technical Report (CDRL A002).

3.4 ENERGETIC MATERIALS OPERATIONS AND MAINTENANCE SUPPORT

The Contractor shall provide technicians to support energetic materials processing and process development who are qualified in accordance with the requirements of NSWC IHEODTDINST 8020.5A and NAVSEAINST 8020.9C. Contractor shall provide physical examinations necessary for its personnel to meet explosive qualification and certification requirements of NSWC IHEODTDINST 8020.5A and NAVSEAINST 8020.9C. Tasks may include assisting in the weighing and transport of energetic materials, support of explosives mixing and loading operations, chemical synthesis, machining, assembly, disassembly, demilitarization, radiographic inspection, explosive testing, packaging and marking of inert and explosive-loaded ordnance items, and setup and maintenance of equipment and the control systems (not infrastructure) required for these operations. Maintenance support shall include maintenance operations on electrical, mechanical, hydraulic and/or pneumatic systems used in support of industrial operations.

3.5 LOGISTICS AND ORDNANCE INVENTORY MANAGEMENT SUPPORT

The Contractor shall provide support for inventory of ordnance at NSWC IHEODTD and the NWS Yorktown. During the inventory process, the Contractor shall identify those items that appear to be candidates for disposal and process reports as necessary. In addition, the Contractor shall identify excess material, and process that material through Special Account Property Disposal Officer (SAPDO) and Defense Reutilization and Marketing Office (DRMO) when necessary. The Contractor shall reconcile discrepancies to include the identification of inventory errors, the verification and correction of discrepancies, and the performance of pre-adjustment research. The Contractor shall prepare complete inventory status reports such as Government magazine inventory reports and Mutual Logistics Support Requirements (MLSRs) when necessary. The Contractor shall provide material handling services for those items requiring movement. The Contractor shall perform logistics analyses to assist the inventory manager in development of issue papers, reclaims, and impact statements that detail effects of mine procurement/maintenance funding cuts or program changes imposed by Office of Chief Naval Operations (OPNAV), Naval Sea Systems Command (NAVSEA), Program Executive Office (PEO), and Naval Supply Systems Command (NAVSUP). In addition, the Contractor shall assist the Inventory Manager with the collection of information and the preparation of data as it relates to ordnance.

3.6 TRAINING SUPPORT

The Contractor shall provide training support for energetic materials processing, process development, tooling and equipment design, and equipment installation, prove out and troubleshooting. Training support includes preparation of training materials such as PowerPoint presentations, checklists, and guideline reports (CDRL A003). Training support also includes group classroom instruction and instructing on an individual basis.

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3.7 DOCUMENT MANAGEMENT SUPPORT

The Contractor shall provide document management support including data entry and assistance with the production, review, updating and reconstruction of technical documents including ordnance system publications, technical manuals, standard operating procedures, lot release folders, corrective action responses, quality project plans, shop travelers, specifications, operational descriptions and maintenance procedures. The Contractor shall assist in reviewing and editing procurement data packages, reviewing drawings and processing purchase requests. The Contractor shall collect and report metrics and analyze business processes.

3.8 PROGRAM MANAGEMENT SUPPORT

The Contractor shall provide programmatic support to Government personnel and programs. This support shall include assisting in the development of management plans and strategies, milestone planning and tracking, preparation of technical briefing materials in both hard copy and soft copy format, evaluations of program schedules, and deliverable tracking to include the planning, and/or reviewing of program data deliverables. The Contractor may be required to organize and attend program meetings as directed by the Government. The Contractor shall assist in preparing and coordinating the agenda to key meetings (CDRL A004), prepare presentation materials (CDRL A005), and draft the minutes and action items for appropriate action (CDRL A001). The Contractor shall submit monthly progress reports (CDRL A006).

3.9 TRANSITION

The Contractor will be granted at a minimum 10 business days and a maximum of a month after task order award to assist in the transition from the incumbents. At the conclusion of the transition period, the Contractor shall assume full responsibility for the scope of work identified in this task order.

The Contractor must work with the Government and other contractor(s) thirty (30) days prior to the end of the period of performance of the task order to ensure a seamless transition.

4.0 REPORTING REQUIREMENTS

4.1 DELIVERABLES

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

CDRL A001	Report Record or Meeting Minutes
CDRL A002	Technical Report
CDRL A003	Training Materials
CDRL A004	Conference Agenda
CDRL A005	Presentation Material
CDRL A006	Monthly Progress Report

4.2 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for explosives and ordnance operations support 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 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>.

4.3 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Any changes in the designated Defense Contractor Representative for CPARS shall be the sole responsibility of the contractor to notify the contract specialist, Assessing Official (AO) and the CPARS Focal Point when changes occur.

5.0 SECURITY

All Contractor personnel proposed for this effort must have a Department of Defense SECRET clearance. The contractor shall obtain and possess a Common Access Card (CAC) and restricted area badge. The Contractor shall obtain a navy.mil email account in order for contractor employees to complete mandatory training. The contractor personnel working at Yorktown Naval Station are required to have a Department of Defense TOP SECRET clearance.

6.0 TRAVEL

The Contractor may be required to travel (CONUS) in performance of this task order. Travel shall be approved in advance by the COR. The number of trips and types of personnel traveling shall be limited to the minimum

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required to accomplish work requirements. Costs associated with travel and lodging shall be approved by the PCO in advance and reimbursed in accordance with the Federal Joint Travel Regulations (JTR). OCONUS travel is not applicable to this task order.

7.0 GOVERNMENT FURNISHED SERVICES AND PROPERTY

The Government will provide small trucks, material handling equipment and tools required for operations. Materials, consumables and parts required for industrial support are the responsibility of the Government. Any additional Government furnished information, material, and equipment will be determined by the COR. The COR shall determine the disposition of any Government Furnished Equipment used for this task order.

8.0 TRAINING

The Government will provide any specialized training it requires Contractor personnel to receive as a result of its governing instructions and not available to the general public. The Contractor shall ensure/document that employees possess adequate understanding, experience and knowledge for positions occupied. Training and/or continuing education related to the performance of official duties are the responsibility of the Contractor.

All applicable Contractor personnel shall meet the physical and technical competency requirements of NSWC IHEODTDINST 8020.5A and Naval Sea Systems Command (NAVSEA) Instruction 8020.9C. Contractor sponsored training shall be integrated into the agency's safety and training certification programs to the maximum extent possible and required by Navy regulation. This requirement is subject to change as promulgated by Navy policy.

8.1 MANDATORY GOVERNMENT REQUIRED TRAINING

All on-site Contractor personnel shall execute and comply with IHD NSWC annual training requirements including,

but not limited to: Operations Security (OPSEC), Information Assurance Awareness, Personally Identifiable Information (PII), and Safety Stand-down.

9.0 PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall provide all personal protective equipment for use by its employees. The Contractor shall provide the employee training on personal protective equipment (PPE) use and maintain appropriate records documenting training thereof. The Contractor shall ensure that each employee is enrolled in a monitoring program designed to mitigate, document and/or eliminate exposure risk(s).

10.0 DRUG TESTING

All Contractor personnel involved in the handling of arms, ammunition and/or explosives or handling classified material shall participate in a Government approved random drug testing policy.

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

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001- A006, attached hereto.

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NAVSEA Solicitation No. N00174-17-R-3021

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

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 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.

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- (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.
- (m) 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.
- (n) 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 protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

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

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

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right 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.

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(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.

IHEODTD 17 - PERSONNEL QUALIFICATIONS (MINIMUM) NAVSEA/NSWC IHEODTD (OCT 2013)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

See Attachment V, Personnel Qualification, for Labor Categories and Minimum Requirements

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SECTION D PACKAGING AND MARKING

1. See Basic Contract for more information
2. All Deliverables shall be packaged and marked IAW Best Commercial Practice

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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. Item(s) 7000-01 to 7000-24 and 9000-01 to 9000-16, 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	6/1/2017 - 5/31/2018
7100	6/1/2018 - 5/31/2019
7101	6/1/2018 - 5/31/2019
7102	6/1/2018 - 5/31/2019
7103	6/1/2018 - 5/31/2019
7104	6/1/2018 - 5/31/2019
9000	6/1/2017 - 5/31/2018
9100	6/1/2018 - 5/31/2019
9101	6/1/2018 - 5/31/2019
9102	6/1/2018 - 5/31/2019
9103	6/1/2018 - 5/31/2019
9104	6/1/2018 - 5/31/2019

CLIN - DELIVERIES OR PERFORMANCE

In accordance with the PWS, Section 1.1 Introduction, services to be performed hereunder will be provided at Indian Head, Maryland and NSWC/IHD Yorktown Detachment.

The period of performance identified below are estimated timeframes and are subject to change

CLIN- DELIVERIES OR PERFORMANCE

CLIN 7000 1 June 2017 - 31 May 2018

CLIN 9000 1 June 2017 - 31 May 2018

CLIN 7100 1 June 2018 - 31 May 2019

CLIN 9100 1 June 2018 - 31 May 2019

CLIN 7200 1 June 2019 - 31 May 2020

CLIN 9200 1 June 2019 - 31 May 2020

CLIN 7300 1 June 2020 - 31 May 2021

CLIN 9300 1 June 2020 - 31 May 2021

CLIN 7400 1 June 2021 - 31 May 2022

CLIN 9400 1 June 2021 - 31 May 2022

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 twelve one-year options to be exercise 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-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 L as follows:

TO BE COMPLETED AT TIME OF AWARD

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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.

52.242-15 Stop-Work Order (Aug. 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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SECTION G CONTRACT ADMINISTRATION DATA

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.

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;
- (ii) The accounting system and cost data are reliable;
- (iii) Risk of misallocations and mischarges are minimized; and
- (iv) 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
- (iii) 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 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

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Contracting Officer will withhold payments in accordance with that clause.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

Christopher Landy

IHEODTD 6 - CONTRACT POINTS OF CONTACT (NAVSEA/NSWC IHEODTD) (JAN 2014)

The following contacts are provided for this contract:

Contract Administrator: Willy Quiambao

Phone Number: (301) 744-6664

E-mail: willy.quiambao@navy.mil

Payments/Invoicing: Comptroller Vendor Pay

Phone Number: (301) 744-6998

E-mail: NAVSEA.NSWC.IHEODTDVendorPay@navy.mil

Technical Representative: Christopher Landy

Phone Number: (301) 744-4147

E-mail: chris.landy@navy.mil

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Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Specialist Willy Quiambao at (301) 744-6664.

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 2013)

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 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
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INDIAN HEAD CAMPUS (Maryland):

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Contracts Office (BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Office (BLDG. 116) 7:30 A.M. 11:30 A.M.

12:30 P.M. 3:30 P.M.

EOD CAMPUS (Maryland):

Contracts Office (BLDG. 2008) 7:30 A.M. 4:00 P.M. Receiving Office (BLDG. 2195)

7:30 A.M. 3:30 A.M.

PICATINNY CAMPUS (New Jersey):

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 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

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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).

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

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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

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register. Contact RAPIDGate for details at 1-877-RAPIDGate.

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

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

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4.6 Activity Identification Badges

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 readiness of the Activity.

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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

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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 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:

Radio Stations:

WRC-TV – Channel 4
[/?nid=667](http://www.wrc.com/?nid=667)

WTOP – 103.5 FM (<http://www.wtop.com>)

Fox – Channel 5
and 8

WSMD – 98.3 FM ABC News – Channels 7

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

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.

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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.

IHEODTD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/NSWC IHEODTD) (OCT 2013)

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 (NAVSEA, 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.

The Contractor shall maintain a register of employees currently authorized access to NAVSEA, NSWC IHEODTD, NSASP. This does not include badges temporarily authorized for contractor visitors to NAVSEA, NSWC IHEODTD, NSASP. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Support Activity South Potomac. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

IHEODTD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/NSWC IHEODTD) (OCT 2013)

a. The COR for this contract is:

Name: Christopher Landy

Mailing: 2575 Strauss Avenue Bldg. 3137

Address: Indian Head, MD 20640

Telephone No. (301)

744-4147

Code: Code M21

(b) The Alternate COR for this contract is: Name:

Mailing

Address:

Code:

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(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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

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

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall—

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

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

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

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

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

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

(Contracting Officer: Insert applicable document type(s).

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Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00174
Admin DoDAAC	S2404A
Inspect By DoDAAC	N00174
Ship To Code	N00174
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N00174
Service Acceptor (DoDAAC)	N00174
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	N/A

*(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)*

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

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

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) *WAWF point of contact.*

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

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(Contracting Officer: Insert applicable information or "Not applicable.")

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

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 , Accounting System Administration;[252.242-7006](#)

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

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

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

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

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

“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 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

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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;

(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

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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.

(ii) 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.

(iii) 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.

(iv) 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.

(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.

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

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

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

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(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 contractor/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 changes during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN or CLIN level, For other than firm fixed price subcontractors, subcontractor are also required to provide labor categories, rates and hours (both straight time and overtime) invoiced; as well as, a costs 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 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.

Accounting Data

SLINID	PR Number	Amount
700001	130064585400001	30000.00
LLA :		
AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004013899		
700002	130064585400003	75000.00
LLA :		
AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004013899		
700003	130064585400005	25000.00
LLA :		
AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004013899		
700004	130064585400007	250000.00
LLA :		
AB 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004013899		
700005	130064585400009	75000.00
LLA :		
AC 97X4930 NH1F 251 77777 0 050120 2F 000000 A20004013899		
700006	130064585400010	38000.00
LLA :		
AD 97X4930 NH1F 251 77777 0 050120 2F 000000 A30004013899		
700007	130064585400011	100000.00
LLA :		
AB 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004013899		
700008	130064585400013	7018.52
LLA :		
AE 97X4930 NH1F 251 77777 0 050120 2F 000000 E10004013899		
700009	130064585400014	5500.00
LLA :		
AE 97X4930 NH1F 251 77777 0 050120 2F 000000 E30004013899		
700010	130064585400015	100000.00
LLA :		

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AF 97X4930 NH1F 251 77777 0 050120 2F 000000 A70004013899

700011 130064585400017 75000.00

LLA :

AF 97X4930 NH1F 251 77777 0 050120 2F 000000 A70004013899

700012 130064585400019 75000.00

LLA :

AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004013899

BASE Funding 855518.52

Cumulative Funding 855518.52

MOD P00001

700013 130064122200001 10000.00

LLA :

AG 97X4930 NH1F 251 77777 0 050120 2F 000000 A00003980087

900001 130064585400002 500.00

LLA :

AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004013899

900002 130064585400004 1000.00

LLA :

AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004013899

900003 130064585400006 1500.00

LLA :

AA 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004013899

900004 130064585400008 5000.00

LLA :

AB 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004013899

900005 130064585400012 2000.00

LLA :

AB 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004013899

900006 130064585400016 2000.00

LLA :

AF 97X4930 NH1F 251 77777 0 050120 2F 000000 A70004013899

900007 130064585400018 1500.00

LLA :

AF 97X4930 NH1F 251 77777 0 050120 2F 000000 A70004013899

900008 130064585400018 1500.00

LLA :

AF 97X4930 NH1F 251 77777 0 050120 2F 000000 A70004013899

900009 130064585400021 600000.00

LLA :

AH 97X4930 NH1F 251 77777 0 050120 2F 000000 E40004013899

MOD P00001 Funding 625000.00

Cumulative Funding 1480518.52

MOD P00002

700014 130065898700001 13885.00

LLA :

AJ 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004098661

700015 130066361000001 63000.00

LLA :

AK 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004129330

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MOD P00002 Funding 76885.00
Cumulative Funding 1557403.52

MOD P00003

700007	130064585400011	(3000.00)
LLA :		
AB 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004013899		
Deobligated (\$3,000) to realign to ODC CLIN 900016		
700016	130066361000002	100000.00
LLA :		
AL 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004129330		
700017	130066361000004	400000.00
LLA :		
AL 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004129330		
700018	130066361000006	60000.00
LLA :		
AL 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004129330		
700019	130067015600001	300300.00
LLA :		
AM 2172020 0000 0 2 5-204 9 41162 80 0000 2 5FB 46BNN4 M IPR7KDAV11117 BNN446 S30093		
700020	130067197400004	9600.00
LLA :		
AN 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004188339		
700021	130067197400003	86400.00
LLA :		
AN 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004188339		
700022	130067106600001	300000.00
LLA :		
AP 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004180960		
700023	130067226000001	750000.00
LLA :		
AQ 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004191223		
900010	130066361000003	1500.00
LLA :		
AL 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004129330		
900011	130066361000005	20000.00
LLA :		
AL 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004129330		
900012	130066361000007	7500.00
LLA :		
AL 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004129330		
900013	130067106600002	5000.00
LLA :		
AP 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004180960		
900014	130067197400004	9600.00
LLA :		
AN 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004188339		
900015	130064585400011	3000.00
LLA :		
AB 97X4930 NH1F 251 77777 0 050120 2F 000000 A10004013899		
Realignment of \$3,000 from Labor SLIN 700007 on to SLIN 900015-line 11		

MOD P00003 Funding 2049900.00

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Cumulative Funding 3607303.52

MOD P00004

700023 13006722600001 (750000.00)
LLA :
AQ 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004191223

700024 130067408500001 750000.00
LLA :
AR 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004203510
Deobligated \$750,000 from SLIN 700023 due to Program Office removing a PR in the system. This PR replaced the \$750,000 removed.

MOD P00004 Funding 0.00
Cumulative Funding 3607303.52

MOD P00005 Funding 0.00
Cumulative Funding 3607303.52

MOD P00006

700025 130068642400001 36108.00
LLA :
AS 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004318297
TI #28,Engineering Support (DECON, DEMI, & Disposal of IERT Ordnance Support)
Initial funding of \$36,108 under PR # 1300686424 Line 1.

900016 130068642400001 5000.00
LLA :
AS 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004318297
TI #28,Engineering Support (DECON, DEMI, & Disposal of IERT Ordnance Support)
Initial funding of \$5,000 under PR # 1300686424 Line 1.

MOD P00006 Funding 41108.00
Cumulative Funding 3648411.52

MOD P00007

700025 130068642400001 (36108.00)
LLA :
AS 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004318297
TI #28,Engineering Support (DECON, DEMI, & Disposal of IERT Ordnance Support)
Initial funding of \$36,108 under PR # 1300686424 Line 1.

700026 130071583600001 5400.00
LLA :
AT 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004537250
TI 33 (Rev 1), incremental funding for IDFM Material Fabrication under PR#
1300715836 Line Item 1.

700027 130071583600002 1350.00
LLA :
AT 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004537250
TI 33 (Rev 1), incremental funding for IDFM Material Fabrication under PR#
1300715836 Line Item 2.

700028 130071583600003 33750.00
LLA :
AT 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004537250
TI 33 (Rev 1), incremental funding for IDFM Material Fabrication under PR#
1300715836 Line Item 3.

900016 130068642400001 (5000.00)
LLA :
AS 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004318297
TI #28,Engineering Support (DECON, DEMI, & Disposal of IERT Ordnance Support)
Initial funding of \$5,000 under PR # 1300686424 Line 1.

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MOD P00007 Funding -608.00
Cumulative Funding 3647803.52

MOD P00008 Funding 0.00
Cumulative Funding 3647803.52

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 L of this contract. The total level of effort for the performance of this contract shall be 950,400 (base + 4 options) 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 3,960 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) 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.

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(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 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 (JAN 2008)

(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:

ITEMS	ALLOTED COST	ALLOTED FEE	TOTAL	Estimated POP
CLIN 7000	\$2,844,003.31	\$142,200.21	\$2,986,203.52	5/31/2018
CLIN 9000	\$661,600.00	.00	\$661,600.00	5/31/2018

(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

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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 _____ 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.

NAVSEA 5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUNE 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

H.1 Voluntary Protection Program (VPP)

In August 2006, IHD NSWC was nominated to participate in the DoD Voluntary Protection Program Center of Excellence Implementation Initiative of the Defense Safety Oversight Council (DSOC). The Voluntary Protection Program (VPP) was established by the Occupational Safety and Health Administration (OSHA) in 1982 to recognize and promote effective worksite-based safety and health management systems. IHD NSWC, through the utilization of VPP, desires to be a model of safety and health excellence. VPP's emphasis on trust and cooperation between OSHA, the employer, employees, employees' representatives, and contractors complements the Agency's enforcement activity but does not take its place. All parties, including Contractors, are to work together to identify and resolve any safety and health problems that may arise, yet obtain Contracting Officer approval of any changes that would impact the terms of the contract. IHD NSWC as the VPP participant develops and implements systems to effectively identify, evaluate, prevent, and control occupational hazards so that injuries and illnesses to employees and contractors are prevented. Contractor and sub-contractor personnel are subject to occupational safety and health oversight. This oversight will be accomplished by IHD NSWC personnel and Contracting Officers. Contractors, sub-contractors, and their employees, while in performance of a contractual action on-site within the geographical boundaries of Naval Support Facility (NSF) Indian Head, shall be subject to the requirements of the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual" regardless of the type or duration of the contract.

Reference (a), Appendix 13-A, Attachment 1, entitled "Contractor Safety Requirements When Performing Work at the Naval Support Facility (NSF) Indian Head, MD" shall be signed by the Contractor prior to commencement of services on-site at NSF Indian Head. The Contractor shall maintain one signed copy for future reference in educating its personnel and sub-contractors. A second signed copy shall be provided to the Contracting Officer to be maintained in the contract file. If an occupational safety or health related injury or illness occurs during the performance or as a result of this contractual action, the Contractor shall notify the COR as soon as practicable, who will notify the Safety Office and the Contracting Officer.

In support of VPP and in compliance with Chapter 13 of the Safety Manual, entitled "Contractor Safety," all

H. 1.1 Contractors performing on-site at NSF Indian Head shall comply with the following:

Public Law 91-596 (and Amendments), also known as the Occupational Safety and Health Act of 1970, establishes

that all employers, including Contractors, are responsible, as far as possible, for providing every employee a safe and healthful working environment. All employers, including Contractors, shall conform to the standards as issued

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by OSHA. Contractors are responsible for complying with safety requirements specified in the contract as well as all Federal, State, and local safety and security regulations. Non-compliance may be cause for the removal of a Contractor or any Contractor employee from the activity, and such non-compliance may form the basis for contractual action, up to and including termination for default.

H.1.2 Contractor personnel shall participate in basic safety awareness and hazard identification training offered by the Government activity at the work area they are supporting. Contractors performing on-site shall attend area weekly safety meetings and annual safety stand-downs, as determined by the COR.

H.1.3

The best Safety and Health Programs involve every level of the organization, instilling a safety culture that reduces accidents for workers and improves the bottom line for managers. When Safety and Health are part of the organization and a way of life, everyone wins. IHD NSWC is committed to safety excellence. The Contractor shall familiarize itself with the IHDI VNAV SURFWARCEN INST 5100.22, "Safety Manual," Appendix 13-C entitled

"OSHA Voluntary Protection program (VPP) Fundamentals Training for Contractors" which is provided as Attachment XI.

A Contractor providing support on-site at any IHD NSWC site 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.

This training will be provided at no cost by the IHD NSWC site and will take place on-site during normal contract 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.

NAVSEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an attachment in Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract:

NAVSEA 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) N00178-14-D-7676 TO # N00174-17-F-3009. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

IHEODTD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/NSWC IHEODTD) (OCT 2013)

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The following section(s) of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
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K	Representations, Certifications and Other Statements of Offerors (Bidders)
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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 52.204-7 System for Award Management (OCT 2016)

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 52.204-12, Unique Entity Identifier Maintenance (Oct 2016)

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

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 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction (Feb 2016)

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

FAR 52.219-28 Post Award Small Business Program Representation (JUL 2013)

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 52.232-18 Availability of Funds

FAR 52.232-22 Limitation of Funds (APR 1984)

FAR 52.232.39 Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

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 52.244-2 Subcontracts (Oct 2010)

FAR 52.244-5 Competition in Subcontracting (Dec 1996)

FAR 52.244-6 Subcontracts for Commercial Items (Jan 2017)

FAR 52.245-1 Government Property (APR 2012)

FAR 52.245-9, Use and Charges (Apr 2012)

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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 252.203-7004, Display of Hotline Posters (Oct 2016).

DFARS 252.204-7000 Disclosure of Information (OCT 2016)

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 of Unclassified Controlled Technical Information (OCT 2016)

DFARS 252.211-7007, Reporting of Government-Furnished Property (Aug 2012)

DFARS 252.215-7008, Only one Offer (Oct 2013)

DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)

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

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

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

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

DFARS 252.245-7001, Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)

DFARS 252.245-7002, Reporting Loss of Government Property (APR 2012)

DFARS 252.245-7003, Contractor Property Management System Administration (Apr 2012)

DFARS 252.245-7004, Reporting, Reutilization, and Disposal (Mar 2015)

DFARS 252.247-7023 Transportation of Supplies by Sea (APR 2014)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 365 days, the period of time within which the Contracting Officer may exercise the option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (years).

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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 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 rerepresent 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 rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation 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 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

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rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 541330 assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

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SECTION J LIST OF ATTACHMENTS

Attachment 1- Contract Data Requirements List (CDRLs) A0001- A0006

Attachment 2- DD254 Explosives & Ordnance Ops (final)

Attachment 3- Key Personnel Qualifications

Attachment 4- 8020.5A NAVSEA Instructions

Attachment 5- 8020-009C NAVSEA Instructions

Attachment 6- Quality Assurance Surveillance Plan (QASP)