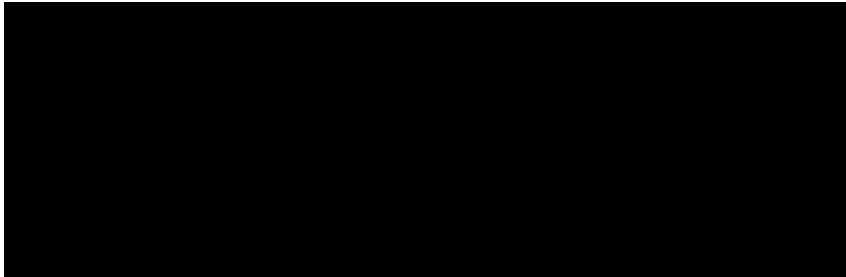


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GENERAL INFORMATION

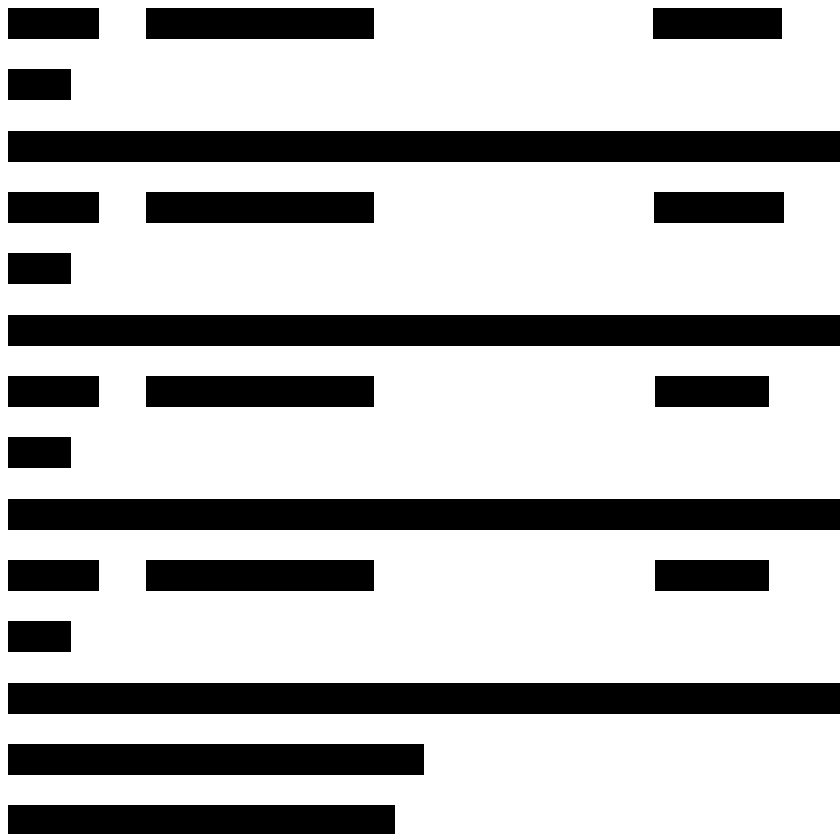
The purpose of this modification is to provide incremental funding under the subject order in the amount of \$ [REDACTED]

1 - Accordingly, SECTION B - SUPPLIES OR SERVICES AND PRICES is revised as follows:



2 - Accordingly, SECTION G - CONTRACT ADMINISTRATION DATA is revised as follows:

MOD P00008



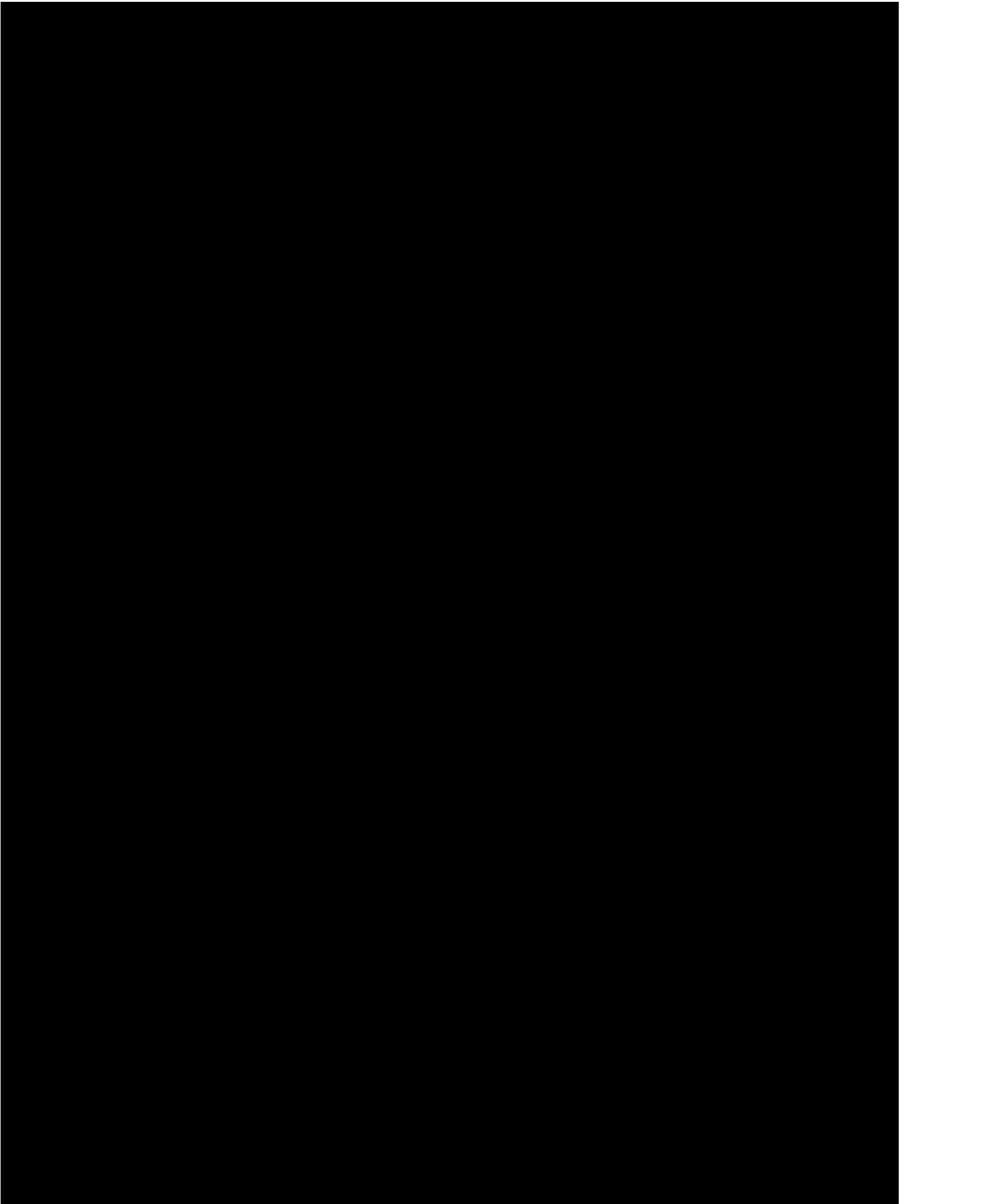
[REDACTED] Accordingly, SECTION H - SPECIAL CONTRACT REQUIREMENTS is revised as follows:

CLINs/SLINs [REDACTED] 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).

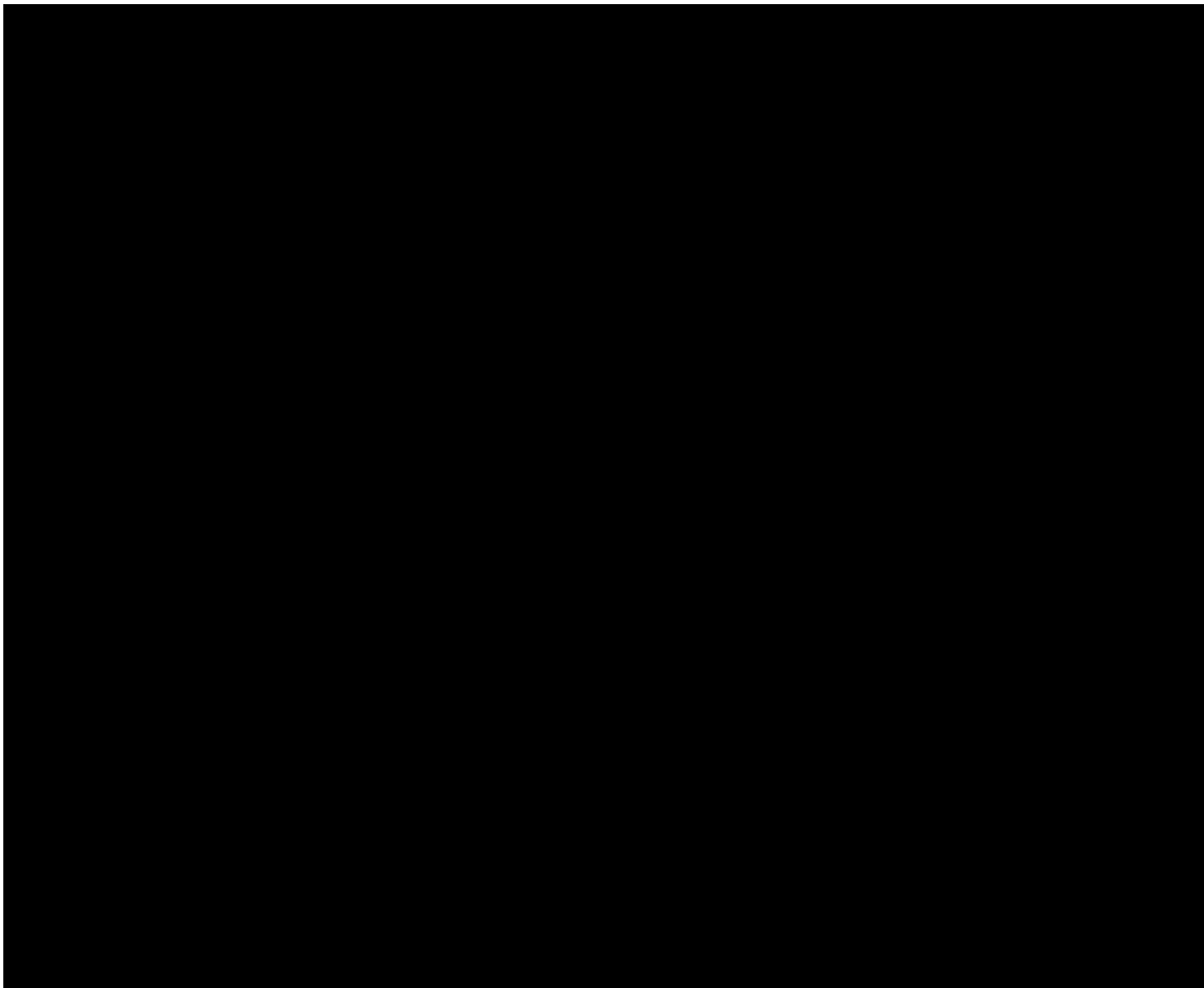
4 - The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED]

5 - If any questions or issues should arise as a result of this modification, please contact Pleshette Brown at Pleshette.brown@navy.mil or on 301-744-6633.

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NOTE A: LEVEL OF EFFORT

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

NOTE: The total level of effort provided above includes surge estimates per year.

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

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

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

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violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

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

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

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

(Applicable to CLINS (7000/7100) and if exercised CLINS (7200/7300, 7400/7500, 7600/7700 and 7800/7900).

(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)

This entire task order is Cost-Plus-Fixed-Fee (CPFF), Level of Effort (LOE) with the exception of the ODC CLINs, which are cost-reimbursable. ODCs are Not-To-Exceed (NTE) under this task order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

PROFESSIONAL SUPPORT SERVICES

PMS 408 – EXPLOSIVE ORDNANCE DISPOSAL

PROGRAM MANAGEMENT OFFICE (EOD PMO)

1.0 INTRODUCTION

The Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD) requires professional support services to augment the Government's existing personnel, knowledge and processes in support of Explosive Ordnance Disposal Program Management Office (EOD PMO) within PMS-408 of the Naval Sea Systems Command.

1.1 BACKGROUND

The EOD PMO is responsible for research and development, acquisition, and life cycle support for Explosive Ordnance Disposal (EOD) equipment and systems being developed under the programs identified in the scope section paragraph 1.2 below. EOD programs cover a multiplicity of acquisition programs for systems required by one or more of the Military services (Army, Marine Corps, Navy, and Air Force). Requirements within these program areas change from year to year. These acquisition programs are approved by the Chief of Naval Operations and are governed by applicable Department of Defense (DOD) and Navy directives and instructions.

1.2 SCOPE

This Performance Based Work Statement (PWS) applies to the following program areas: Joint Service Explosive Ordnance Disposal (JSEOD), EOD Maritime Homeland Defense (M-HLD), EOD Diving & Life Support, Marine Mammal Systems (MMS), and Expeditionary Unmanned Underwater Vehicles (UUVs). The EOD PMO, within PMS 408, supports the Office of the Secretary of Defense in executing the requirements of the Department of the Navy, Naval Sea Systems Command, and the Joint Services for the following support areas: Engineering Support, Logistic Support, Acquisition Program Support, General Program, Management Support, Training Materials Support, and Technical Writing Support. Contractor personnel may work within all program areas. This support services contract will provide support to the following NSWC IHEODTD Mission/Technical Capabilities: Energetic and Ordnance Components and Ordnance Systems for Surface Warfare, Energetic and Ordnance Components and Ordnance Systems for Expeditionary and Undersea Warfare and EOD Unmanned Systems.

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. Unless specified otherwise, the Government will provide all equipment required for the required services. 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.

1.3 PERSONNEL REQUIREMENTS

The Contractor shall provide a suitable mix of personnel with the education and demonstrated skills and experience necessary to perform the tasks described in the PWS. The key personnel requirements are for a Program Manager, Senior Analyst, Senior Engineer, EOD Subject Matter Expert (SME), and Senior Training Analyst. Resumes will be required for all key personnel. Key and non-labor descriptions and qualifications are identified in Section C, Clause IHEODTD 17 and attachment 7.

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1.4 TRAVEL

The Contractor may be required to travel within CONUS and OCONUS in performance of this contract, in accordance with FAR 31.205-46 "Travel Costs" and the Joint Travel Regulations (JTR). All travel shall be pre-approved by the Contracting Officer's Representative (COR).

2.0 APPLICABLE DOCUMENTS

The most current revisions of DOD Directive 5000.1 – The Defense Acquisition System, DOD Instruction 5000.2 – Operation of the Defense Acquisition System, SECNAVINST 5000.2 – Implementation of Mandatory Procedures for Major and Non-Major Defense Acquisition Programs and Major and Non-Major Information Technology Acquisition Programs, CJCSINST 3170.01, MIL-PRF-29612 – Training Data Products, and various other military directives and instructions governing the acquisition and support process are applicable to the requirements for system development and support. Contractor shall remain knowledgeable of, and in compliance with, all revisions to the applicable documents identified herein. The Government has no affirmative duty to provide revisions to Contractor upon their enactment.

3.0 REQUIREMENTS

The Contractor shall provide required personnel, with demonstrated expertise, materials, facilities, and equipment for total engineering support of systems requirements within the task areas specified herein. Support services shall include, program and engineering and logistics support, analyzing, collecting, assessing, preparing, reviewing, recommending, evaluating, developing, updating, validating research and delivering data as required by this PWS. Work to be performed, required outputs/reports and applicable governing documents, are described in this PWS. The Contractor shall provide the following technical expertise and material and shall provide monthly Contracting Officer's Management Report in accordance with CDRL A008.

3.0.1 KICK-OFF MEETING

The Contractor shall schedule, coordinate, and conduct a Kick-Off Meeting through the COR at a location approved by the Government within five (5) business days of task order award. The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the task order. The meeting will provide the opportunity to discuss transition, technical, management, security, administrative, travel authorization, reporting, and invoicing procedures.

3.0.2 TRANSITION

The Contractor will be granted a minimum ten (10) business days and a maximum of one (1) month after contract award to assist in, and complete, the transition from the incumbent Contractor(s). At the conclusion of the transition period, the Contractor shall assume full responsibility for the scope of work identified in this contract.

The Contractor must work with the Government and incumbent Contractor(s) thirty (30) days prior to the end of the current contract Period of Performance. Contractor shall work diligently to ensure a seamless transition. As indicated in Section I of the contract, Contractor shall comply with the terms and conditions of FAR 52.222-17 (Nondisplacement of Qualified Workers).

3.1 Engineering Support Services

The Contractor shall provide program and engineering analysis support for inputs to or updates of programmatic documentation. These inputs or updates along with associated supporting documentation for all systems under the cognizance of the EOD PMO will be generated or revised to conform to significant program events and acquisition milestones. In providing inputs to or updates of these documents, the Contractor shall be required to:

a) Provide systems engineering analysis to identify technical parameters and thresholds as they pertain to specific EOD Program Management Office programs. Develop the following documentation to include: Systems engineering analysis

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a. Program Initiation Documentation

b. Requirements Documents, Test and Evaluation Master Plans (TEMPs)

c. Test and Evaluation (T&E) Annex(s)

d. Mid-Point Assessments

e. Master Test Program Plans (MTPPs)

b) Provide analysis and recommendations as part of the system engineering process to describe the functional aspects of applicable systems and development of inputs for the technical characteristics required.

c) Conduct evaluations to ensure that the intent of Test Evaluation Master Plan (TEMP), Master Test Program Plan (MTTP), and Test & Evaluation (T&E) Annex requirements will be fulfilled. Analyze test data to determine if the operational requirements and technical characteristics in the TEMP/MTTP are being met.

d) Conduct Performance-Based Logistics (PBL) supportability analysis as part of the system engineering process to achieve cost effective support throughout the program life cycle.

e) Provide analyses on issues facing technical and engineering issues such as fleet or new ship introduction and in-service issues. Provide analyses of the threat that the Joint Services and Navy will face in the short, mid, and long-range for inputs to plans for the out years. Collect and provide analyses of operator insight and/or feedback to hardware design/evaluation relative to the threat and operational environment that the Joint Services, and Navy will face in the future. Provide analysis, of current and required capabilities of Joint Service and Navy systems to meet the projected threat.

f) Support, develop, provide analysis, draft environmental assessment in support of Contractor, developmental, and operational tests and evaluation events.

g) Assist in the establishment, maintenance, and tracking of the various Data Exchange Agreements with foreign governments for International Programs. Assist in the review of foreign research and development for technologies appropriate to EOD programs. Assist in the Foreign Comparative Testing process, and in the support of any Cooperative Opportunity initiatives. Provide engineering and technical support within established funding, legal, administration, and case limitations.

h) Provide support and analysis in cross system strategies and Interface Control; particularly for Joint Service EOD Equipment and Common Controller Operating Control Units (OCU) efforts. Assist in integration of schedule, coordination of testing and evaluation documentation, and compliancy monitoring. Systems include current production, fielded, and ongoing research and development systems.

i) The Contractor shall document the related engineering services, as directed by the government, in accordance with paragraph 3.1, Contract Data Requirements List (CDRLs) A001 and A002.

3.2 Logistics Support Services

The Contractor shall provide program support and supportability analysis for inputs or updates to Acquisition Logistic documentation that identify logistics support strategies and elements. These inputs or updates along with associated supporting documentation for all systems under the cognizance of the EOD PMO will be generated or revised to conform to significant program events including logistics readiness reviews, production decisions, and acquisition milestones.

The Contractor shall be required to:

a) Analyze program data for inputs to Acquisition Logistics documents. Acquisition logistics documentation shall include:

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- a. Configuration Management Plans
- b. Human System Integration (HSI) Plans
- c. Logistic Management Information (LMI)
- d. Equipment Facility Requirements Plans
- e. Operation & Maintenance Manuals
- f. Navy Training Systems Plans

b) Provide analysis of operational/system requirements and user input throughout the acquisition process relative to the Logistic Management, Human System Integration (HSI), maintenance and related supply support.

c) Integrate all program logistics decisions and/or milestones into the program master schedule.

d) Provide analysis of Program Support Data (PSD) requirements and input data into the NAVY PSD System.

e) Provide technical and logistic support to facilitate the operation and support of prototypical equipment and rapid deployment capabilities.

f) The Contractor shall document the related logistics services, as directed by the government, in accordance with paragraph 3.2, CDRL A003.

3.3 Acquisition Program Support Services

The Contractor shall provide acquisition program support and/or analysis in the following areas: Defense and Navy acquisition policies, system development procedures and policies, short, mid, and long range planning, and acquisition program operational employment for the programs identified in paragraph 1.3. In providing the full range of acquisition program support, the Contractor shall provide support in:

a) Develop acquisition program information and documentation relative to applicable statutory and regulatory acquisition requirements. These requirements may include the areas of Information Technology (IT), HSI, Environmental, Safety and Health (ESH), Technology Transition Agreements, and Integrated Test and Evaluation. This information and supporting documentation will be generated and revised to conform to the program milestones/decisions.

b) Develop Life Cycle Sustainment Plan (LCSP), Acquisition Program Plans, and associated programmatic documents. Maintain accuracy of these documents and the master program schedule throughout the program life cycle.

c) Facilitate and participate in Integrated Product Teams (IPTs) and Working Groups that support Analysis of Alternative (AoA) studies, Program Management reviews, Weapons Systems Explosive Safety Review Board (WSESRB), Supportability elements and other efforts.

d) Identify program risk areas and develop risk management efforts to reduce the program risks to acceptable levels.

e) Provide analysis of Army, Marine Corps, Navy, and Air Force policies relative to Joint Service EOD Program Procedures.

f) Provide analysis of the threat that the Joint Services and Navy EOD will face in the short, mid, and long-range for inputs to plans for the out years. Collect and provide analysis of operator insight and/or feedback to hardware design/evaluation relative to the threat and operational environment that the Joint Services, and Navy EOD will face in the future. Provide analysis of current and required capabilities of Joint Service and Navy EOD systems to meet the projected threat.

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g) Develop program presentation materials to support programmatic decisions such as Milestone Decisions, WSESRB reviews, program reviews, and informational briefings to higher-level DOD and Navy management. Briefing material will include Congressional Staffer Briefs and Prospective Commanding Officer Briefs.

h) Provide the expertise to assist in developing a Total Ownership Cost (TOC) reduction plan for each new start program that identifies actions to be taken during the research and development phase and during the investment phase to achieve Operation and Support (O&S) cost reduction. Support the preparation of procurement documentation, including Procurement Requests (PR), Statement of Work (SOWs), and Contract Data Requirements Lists.

i) The Contractor shall develop materials and document the related acquisition services, as directed by the government, in accordance with paragraph 3.3 and CDRLs A004 and A005.

3.4 General Program Management Support

The Contractor shall provide general program management support for inputs to periodic progress reports/program reviews, general program briefs, and strategic planning for the programs identified in paragraph 1.3. In providing the program management support, the Contractor shall provide support in:

a) Participate in Navy EOD Strategic Planning and provide recommendations and solutions as appropriate and document actions.

b) Assist in the development of business & strategic planning for EOD PMO Program Plan, Marine Mammal Systems strategic plan and other general plans. Develop, update and track program metrics.

c) Perform market research to include the evaluation of commercial and military products (hardware or software) available for potential use in the systems as specified by EOD PMO. The Contractor shall prepare a market research report. The report shall identify, define and evaluate the product's salient technical and physical characteristics, possible applications within the specified systems, existing hardware and software impacts, estimated implementation costs, similar products available from other sources, recommended use of the product and alternative approaches.

d) Provide expertise in data management, reporting and analysis for EOD programs. Examine fleet trouble reports, failure action reports and Navy 3M data and use the data in developing trend analysis and providing corrective action recommendations. Data analysis shall include data entry and update of existing EOD reach back systems.

e) Facilitate program meetings and reviews at both Contractor and Government sites. This involves developing a recommended agenda, establishing a system to track action items, identifying problems/issues, and developing meeting information, data and minutes. Furnish technical comments and recommendations to EOD PMO program/project manager at program reviews, in-process reviews, technical interchange meetings with customers or vendors, and provide results in the form of minutes, trip reports, white papers and technical reports.

f) Provide management, technical and administrative support as required throughout all phases of the projects being supported. Perform tasks in support of Systems Command, Navy and Office of the Secretary of Defense (OSD) data calls such as compiling data and developing slides using the compiled data for analysis.

g) Provide Information Assurance (IA) support services to the EOD PMO and IA Manager/Chief Information Officer (CIO)/Associate Chief Information Officer (ACIO). Contractor shall provide IA support services that include EOD PMO, PMS-408 internal management and technical issues and actions as well as external liaison and support between PMS-408 CIO, the NAVSEA CIO, the DON CIO, and other related external related organizations as required. Included are those activities necessary to plan, obtain and ensure Clinger Cohen Act (CCA) compliance.

h) Provide overarching budget and financial support in all areas of DoD Planning, Programming, Budgeting, and Execution System (PPBES). Assist in research, development, and preparation of Program Objective Memorandum (POM)/Program Review, program requirements, and issue papers. Monitor obligations and expenditures status,

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track performance against obligation and expenditure benchmarks and monitor/reconcile Negative Unliquidated Obligations and Unliquidated Obligations in STARS. Assist in the day-to-day budget execution process by preparing, processing and tracking the status of funding documents for all appropriations managed by the PEO to Contractors and field activities, monitoring and updating spend plans, adjusting allocations to revised budget controls, and preparing reprogramming requests.

i) Provide expert quality financial support with particular focus on budget preparation and justification, funds execution, contract analysis as well as analysis and the presentation of financial data in various formats. Assist in identifying and helping to implement financial "Best Practices" improvements. Assist in the preparation, update, and review of FMB/DON, OSD/Office of Management and Budget (OMB), and Congressional budget exhibits and budget back-up material for all appropriations managed by PMS-408 and Program Managers and their Staff. Assist in preparing, reviewing, and updating responses to financial data calls including budget questions/changes, Quarterly/Mid-Year Reviews, taxonomy, and other budget requests.

j) The Contractor shall develop materials and document the related program management services, as directed by the government, in accordance with paragraph 3.4 and CDRLs A004 and A006.

3.5 Training Materials Support Services

The Contractor shall provide input to or updates of curriculum and training materials to be developed in support of Operator and Organizational Level Maintenance Training for the programs identified in paragraph 1.2. The Contractor shall also provide on-site or on-the-job training to personnel in the operation and maintenance of currently fielded systems, subsystems or equipment. In providing assistance for inputs to or updates of training materials, the Contractor shall:

a) Analyze training requirements and develop a Personnel Performance Profile to provide a minimum requirement listing of all knowledge and skills required to operate and maintain a system, subsystem, or equipment; or to perform a task or function.

b) Develop Training Path system documentation including but not limited to an approved Navy System Training Plan (NTSP), initial operator and maintenance training and the required instructional media materials.

c) Develop instructional materials in an interactive multimedia format in compliance with MIL-PRF-29612, "Training Data Products".

d) Develop tailored Instructional Media Design Reports (IMDR) including Topical Outline, Instructor Guide, Trainee Guide and Testing materials. Provide Pilot Course advisory service to include the attendance and observation of initial classroom instruction. Gather feedback in the areas of instructor, student, and curriculum. Provide analysis of changes for follow-on course.

e) Assist in the implementation of COTS training programs to meet fleet training needs.

f) The Contractor shall document the related training services, as directed by the government, in accordance with paragraph 3.5, CDRL A007.

3.6 Technical Writing Support

The Contractor shall translate rough, often general, written concepts into complete, technically accurate documentation in accordance with military format and standards. Develop written products including, acquisition documentation, analysis and studies, test plans/reports, technical manuals, technical performance specifications, training curriculum and strategic plans. The Contractor shall document the related technical writing services, as directed by the government, in accordance with paragraph 3.6, CDRL A001.

3.7 OPTIONAL SUPPORT SERVICES (OPTIONAL SURGE)

There are several instances within a period of performance that require a surge level of effort in response to high priority data calls, urgent operational needs (associated with program management requirements), time critical and

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sensitive responses and management plans and subject matter expertise in program acquisition, cost estimating, logistics planning, Risk Management Framework (RMF) package preparation, urgent (non-routine) engineering change proposals, and policy review/traceability.

4.0 REPORTING

4.1 Reporting Requirements

4.2 Deliverables

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

CDRL A001 Scientific and Technical Reports Summary

CDRL A002 Technical Report-Study/Services

CDRL A003 Logistics Management Information Summaries

CDRL A004 Acquisition Support Documentation

CDRL A005 Presentation Material

CDRL A006 Report, Record of Meeting/Minutes

CDRL A007 Instructional Media Design Package

CDRL A008 Contracting Officer's Management Report

CDRL A009 eCRAFT

4.3 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

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

4.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

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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.

4.5 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT)

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

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. (CDRL A009)

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

(1) Access:

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

(2) Submission and Acceptance/Rejection:

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

Acronym List

ACIO - Associate Chief Information Officer

AoA - Analysis of Alternative

CDRLs - Contract Data Requirements List

CIO - Chief Information Officer

CCA - Clinger Cohen Act

CONUS – Continental United States

COR - Contracting Officer's Representative

COTS – Commercial Off the Shelf

DOD - Department of Defense

DON – Department of the Navy

ESH - Environmental, Safety and Health

EOD – Explosive Ordnance Disposal

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EOD PMO – Explosive Ordnance Disposal Program Management Office

FY – Fiscal Year

HSI - Human System Integration

IA - Information Assurance

IMDR - Instructional Media Design Reports

IPTs - Integrated Product Teams

TI - Information Technology

JSEOD - Joint Service Explosive Ordnance Disposal

JTR - Joint Travel Regulations

LCSP - Life Cycle Sustainment Plan

M-HLD - Maritime Homeland Defense (M-HLD)

MMS - Marine Mammal Systems

MTPP - Master Test Program Plan

Navy System Training Plan (NTSP)

NSWC IHEODTD - Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division

OCONUS – Outside Continental United States

OCU - Operating Control Units

OMB - Office of Management and Budget

O&S - Operation and Support

OSD - Office of the Secretary of Defense

PBL - Performance-Based Logistics (PBL)

POM - Program Objective Memorandum

PPBES - Planning, Programming, Budgeting, and Execution System

PR - Procurement Requests (PR)

PSCs - Product Service Codes

PSD - Program Support Data

PWS – Performance Work Statement

RMF - Risk Management Framework

SOW - Statement of Work

SME - Subject Matter Expert

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TEMP - Test Evaluation Master Plan

T&E - Test & Evaluation

TOC - Total Ownership Cost

UUV - Unmanned Underwater Vehicle

WSESRB - Weapons Systems Explosive Safety Review Board

CLAUSES INCORPORATED IN FULL TEXT

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

Item(s) 7999 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

HQ C-2-0002 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.

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HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

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 Professional Support Services PMS 408 - Explosive Ordnance Disposal Program Management Office (EOD OMO) dated 1 August 2017 in response to NAVSEA Solicitation No. N00174-17-R-3029.

(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) (1) "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

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business enterprises.

(2) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

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

(c) It is recognized that the effort to be performed by the Contractor under this task order may create a potential organizational conflict of interest on the instant contract or on a present or 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 and 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 task order. 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 task order. This prohibition shall not expire after a given period of time.

(e) (1) The Contractor further agrees that, during the performance of this task order and for a period of three years after completion of performance of this task order, 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 equipment or services that is the subject of the work to be performed under this task order.

(2) This exclusion does not apply to any recompetition for equipment or services furnished pursuant to this task order.

(3) As provided in FAR 9.505-2, notwithstanding the three-year bar set provided for in paragraph (e)(1), if the Government uses, as a basis for the procurement of any equipment or services work statements or other acquisition related documents growing out of the effort performed under this task order from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the three- year period following completion of this task order has lapsed, the Contractor may, with the authorization of the 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 equipment 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 SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. This notification requirement shall also apply to any release of information in contravention of

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paragraph (d). Notwithstanding this notification, the Government may terminate the contract/Task Orders 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 SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

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

(i) The SeaPort/Task Order's 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 other program offices, PEO's or Government agencies its equipment or services if the requirement of the other program office, PEO or agency for the equipment or services is unrelated to any work performed under this contract/task order. Additionally, this requirement shall not preclude a Contractor involved in preparing a statement of work pursuant to its development and design work on a piece of equipment from participating in a procurement for that equipment.

(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, including those set forth at FAR Part 9.5, 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 room, 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 required will contain a requirement that:

- (1) The support contractor not discloses 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

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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 direction action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, of 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 or restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVSEA SEA 04RP via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

IHEODTD 17 - Personnel Qualifications (Recommended)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, at a recommended minimum, meet the experience, educational, or other background requirements in Section J, Attachment 7 and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed 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

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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.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS

There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Task order number
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor:

(Name of Individual Sponsor)
(Name of Requiring Activity)
(City and State)

TRANSPORTATION OF EQUIPMENT/MATERIAL. Upon completion of this order, all government furnished and contractor purchased property, hardware, COTS, software, manuals, instruction guides, logs, source code, scripts, database schemas, tables, triggers, stored procedures and data shall be securely packed and shipped by the Contractor to a location to be provided by the government representative at Contractor expense.

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

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

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. **Note that not all Data deliverables will be specified on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level, if applicable.*

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

Applicable to CLINs (7000 and 7100) and if exercised CLINS (7200 through 7900).

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is identified in Section G of this Task Order.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government specified in an applicable TI. **Note that the COR is identified in Section G of this Task Order*

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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SECTION F DELIVERABLES OR PERFORMANCE

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



The Period of Performance identified below are estimated timeframes and are subject to change.

CLIN - DELIVERIES OR PERFORMANCE



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

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

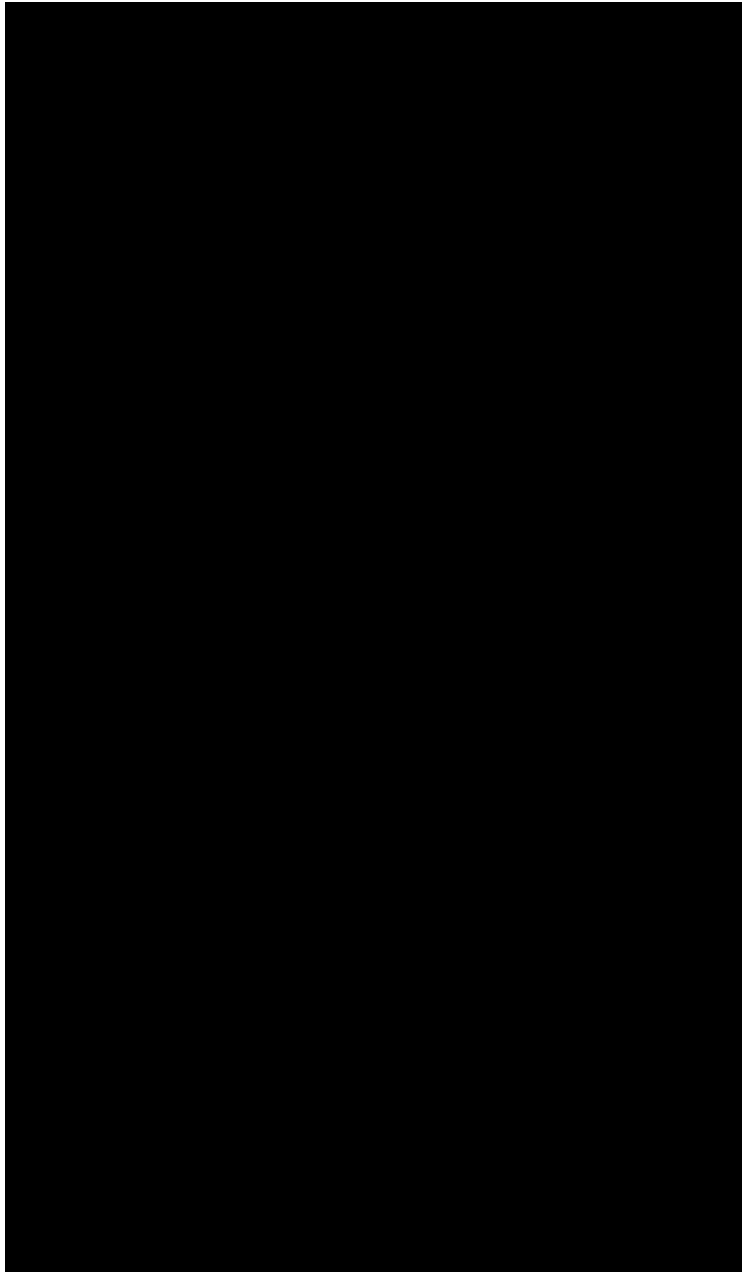
CLAUSES INCORPORATED BY REFERENCE

52.242-15 – STOP-WORK ORDER (AUG 1989)

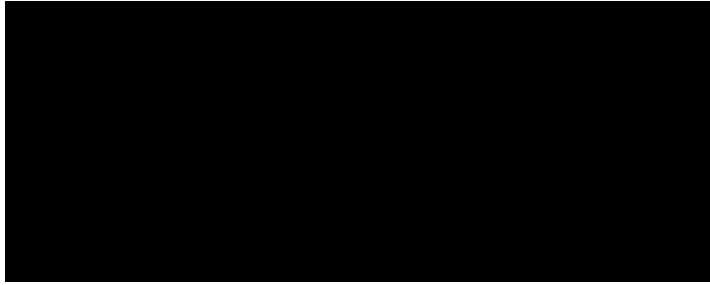
CLAUSES INCORPORATED IN FULL TEXT

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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



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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.

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

CLAUSES INCORPORATED IN FULL TEXT

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) (Feb 2017)

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:

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AREA FROM TO

INDIAN HEAD CAMPUS (Maryland):

Contracts Office (BLDG. 841) 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):

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". Contractors who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

4.3 Citizenship

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

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot

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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, Driver's 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

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

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

4.5.1 Enrollment in RAPIDGate

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

4.5.2 Current RAPIDGate Enrollment

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

4.5.3 Approved RAPIDGate Enrollment

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

4.5.4 Assisted RAPIDGate registrations

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

4.5.5 RAPIDGate Background Screening and Credentialing

RAPIDGate program performs background screening and credentialing. Upon the company approving 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

- Driver's license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft card
- Military Dependent's ID Card
- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal document
- Driver's license issued by a Canadian Government Authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)

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- 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.

4.6 Activity Identification Badges

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

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

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Driver's 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>

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[/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.

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

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

4.9 Smoking Policy

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

4.10 Hand Held Cellular Devices and Earpieces

a. All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

b. Restrictions on Electronic Devices

– In accordance with NAVSEA Instruction 5510.2C dated 7 August 2012 entitled "NAVSEA Access and Movement Control" designates that any device or equipment capable of recording, transmitting, or exporting photographic images or audible information of any kind is strictly prohibited within all NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division buildings and detachments.

4.11 Photographic Equipment

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

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

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether

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

Fox – Channel 5 WSMD – 98.3 FM

ABC News – Channels 7 and 8

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.

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 allow ability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

HQ G-2-0002 CONTRACTOR'S FACILITY ADDRESS

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

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ms. Dawn Tolson

Telephone: 301-744-5748

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E-mail: dawn.tolson@navy.mil

OTHER POINTS OF CONTACT

– The Government points of contact for this Task Order are as follows:

OMBUDSMAN

NSWC IHEDOTD

Ms. Debra Weems

Telephone: 301-744-6604

E-mail: debra.weems@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)*

NSWC IHEODTD

Attn: Pleshette Brown, Contract Specialist

Telephone: 301-744-6633

E-mail: pleshette.brown@navy.mil

*Note that the POR is the Contract Specialist

PROCURING CONTRACTING OFFICER (PCO)

NSWC IHEODTD

Attn: Jennifer Barnidge, Contracting Officer

Telephone: 301-744-6638

Email: jennifer.barnidge@navy.mil

The Government reserves the right to unilaterally change the points of contacts at any time.

TYPE OF ORDER

This task order is a Cost-Plus-Fixed-Fee (CPFF) level of effort type for labor line items and cost-only for ODCs as stated in Section B. The contractor shall devote the specified level of effort for the time period(s) stated in Section F and H, as applicable.

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below.

(b) The following payment instructions apply to this contract:

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

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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 ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

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

(a) Definitions

. As used in this clause—

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

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

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

(b) Electronic invoicing

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

(c) WAWF access

. To access WAWF, the Contractor shall—

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

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

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(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:

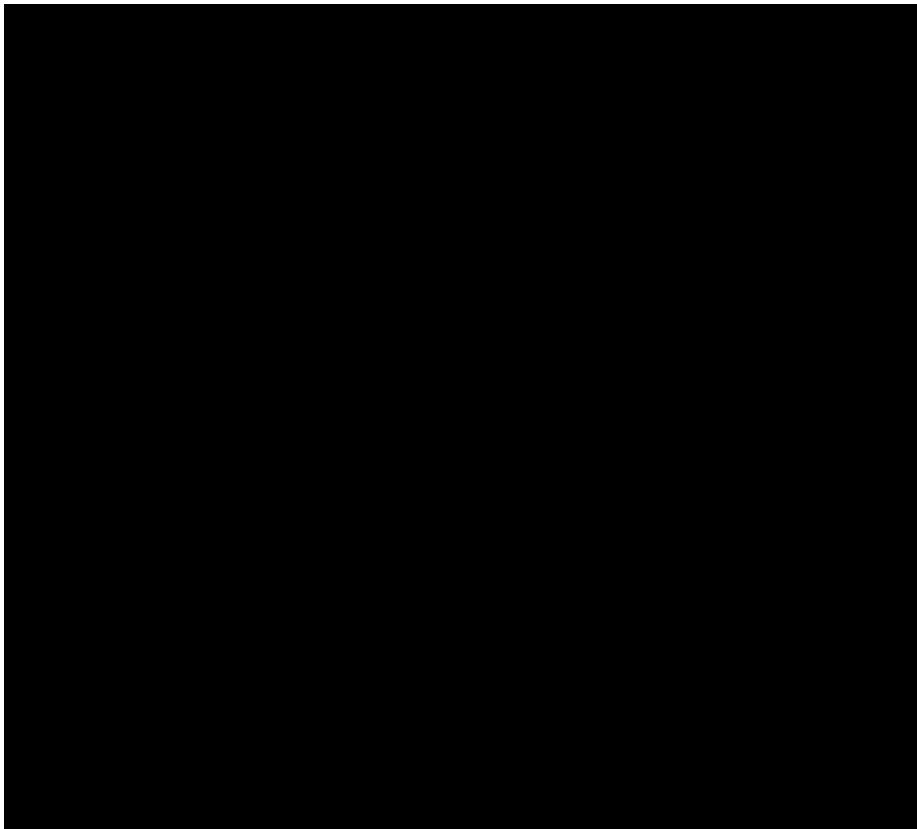
(1) Document type. The Contractor shall use the following document type(s). Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

Government / Government

(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*



(4) Payment request and supporting documentation

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. 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.

Dawn Tolson

(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.

tammy.winters@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988, or WAWFHQ@navy.mil

252.242-7005

CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

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

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

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

"Contractor business systems" means—

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

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

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

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

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

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

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

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(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 the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

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

(3) *Payment withhold percentage limits.*

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

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

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

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

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

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts;

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(D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

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

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

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

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

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

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

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

(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.

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

252.242-7006

ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

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

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

(i) Applicable laws and regulations are complied with;

(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;

(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established

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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;

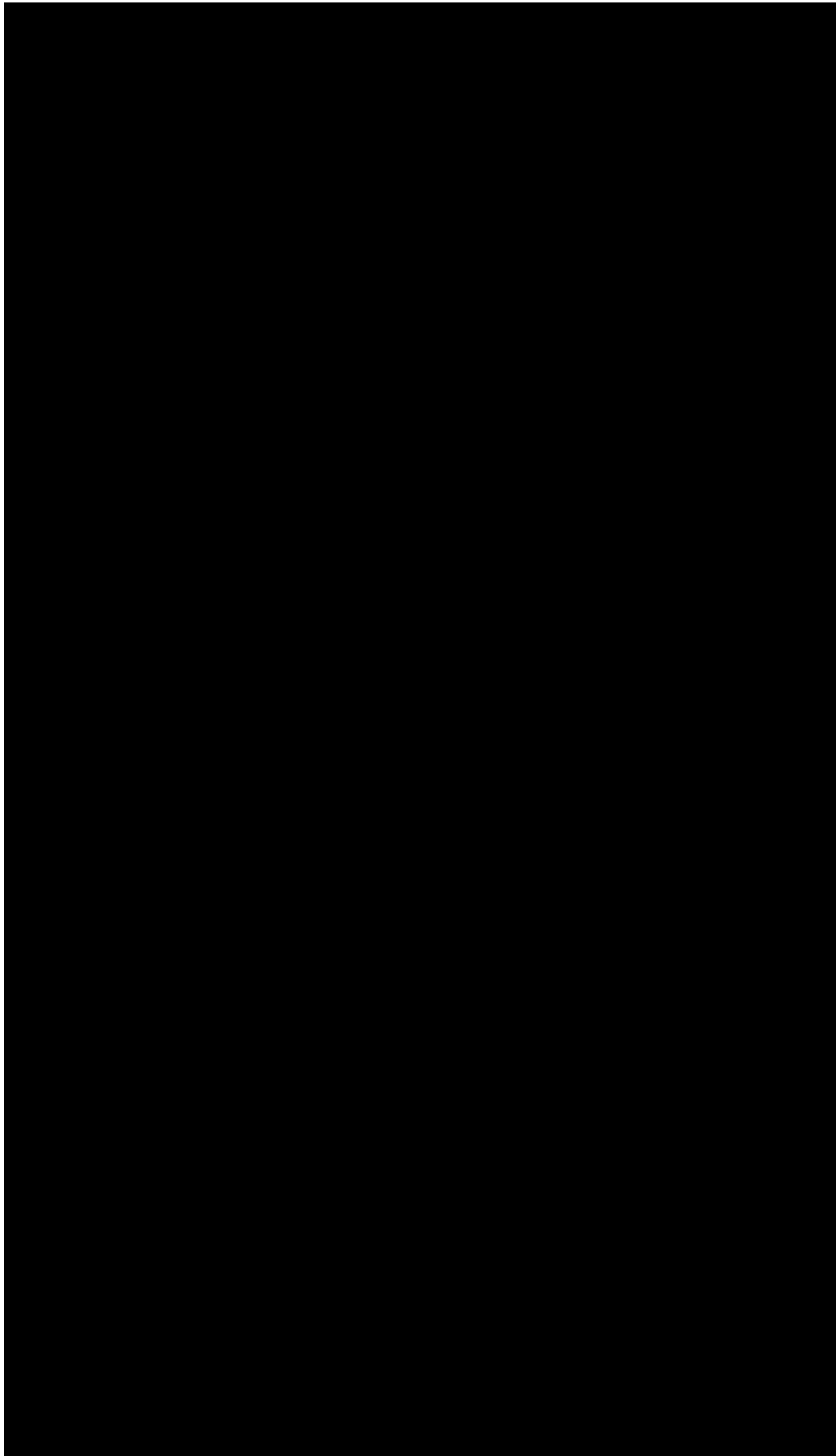
(ii) The adequacy of any proposed or completed corrective action; and

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

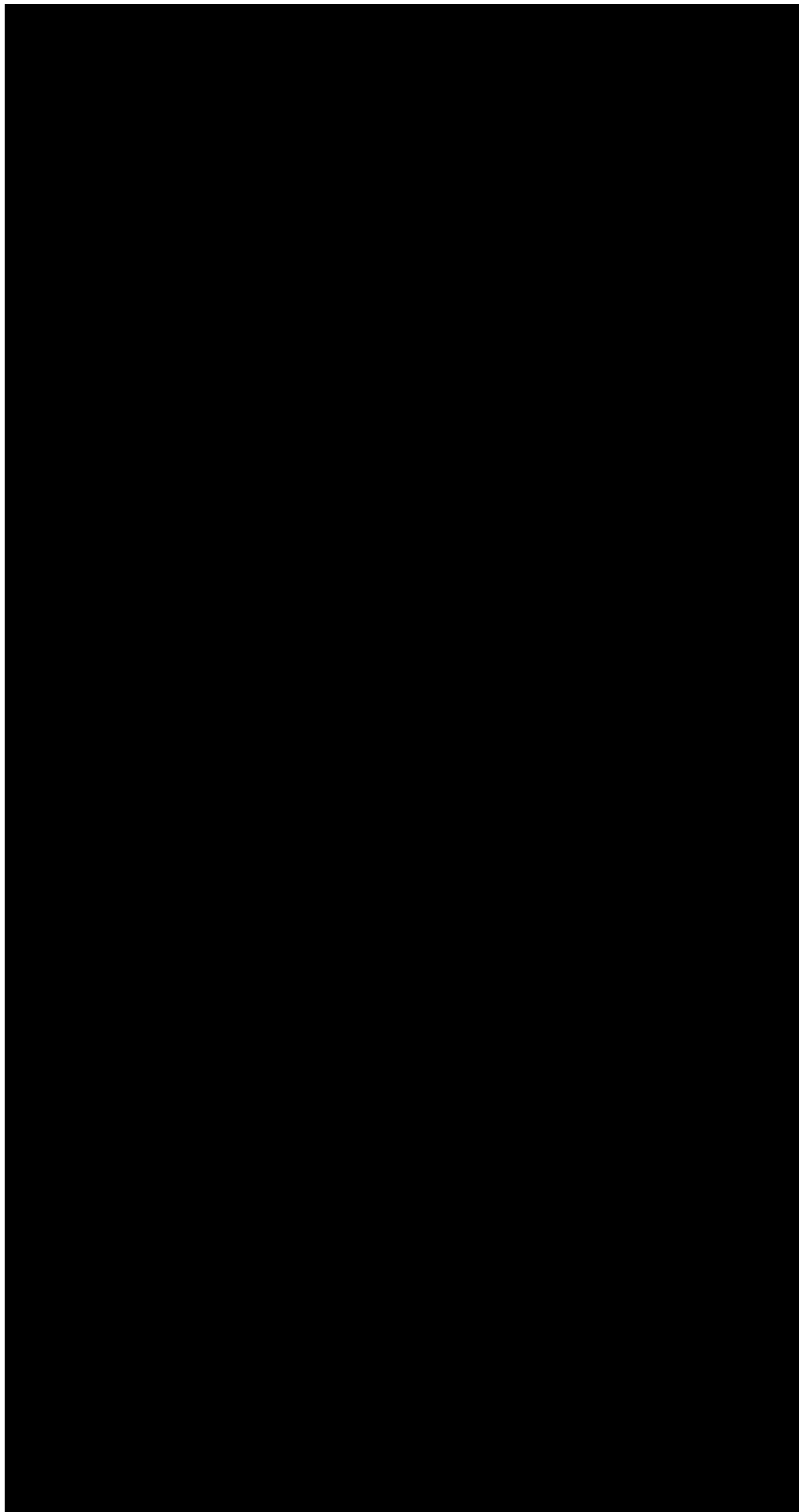
(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions 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 Contracting Officer will withhold payments in accordance with that clause.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

NAVSEA 5252.216-9122 LEVEL OF EFFORT (ALTERNATE 1) (May 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 455,400 (including surge hours) 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 0 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 40 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.

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

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

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

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

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(a) The Contractor shall participate in the appropriate interchange of the Government-Industry

Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from: GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

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:

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

(c) CLINs/SLINs [REDACTED] 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).

(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 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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VOLUNTARY PROTECTION PROGRAM (VPP)

1. Voluntary Protection Program:

1.1. In August 2006, Indian Head Division (IHD) Naval Surface Warfare Center (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. Chapter 13 of the

IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual", entitled "Contractor Safety" is provided as Attachment 11. Appendix 13-A, of the chapter 13 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 Contracting Officer Representative (COR) as soon as practicable, who will notify the Safety Office and the Contracting Officer. 1.2 In support of VPP and in compliance with Chapter 13 of the Safety Manual, entitled "Contractor Safety," **all Contractors performing on-site at NSF Indian Head shall comply with the following:**

1.2.1 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 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.

1.2.2 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.

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

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shall familiarize itself with the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual," Appendix 13-C entitled

"OSHA Voluntary Protection program (VPP) Fundamentals Training for Contractors".

2. Contractor On Site Training:

2.1 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.

2.1.2 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.

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) (SEP 2009)

(a)(1) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(2) For the purposes of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR Part 45.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

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(c)(1) In the event that the cumulative total acquisition costs (actual or estimated) of all facilities provided by the Naval Sea Systems Command to the Contractor at the same plant or general location (including the facilities to be furnished hereunder) does not exceed \$50,000, such facilities shall be provided to the Contractor as Government Property subject to and in accordance with the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5), unless there is in existence a facilities management contract at the same plant or general location.

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

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(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved. The aggregate total value of facilities provided shall in no case exceed \$50,000 at any one plant or general location.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

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 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

FAR 52.203-17 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

FAR 52.204-2 – SECURITY REQUIREMENTS (AUG 1996)

FAR 52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-10 -- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

FAR 52.204-12 – UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)

FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR 52.204-19 -- INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.209-2 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (NOV 2015)

FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 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 (DEC 2014)

FAR 52.209-11 -- REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (FEB 2016)

FAR 52.215-22 – LIMITATION ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

FAR 52.215-23 -- LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) FAR 52-216-7 -- ALLOWABLE COST AND PAYMENT (JUL 2013)

FAR 52.216-11 -- COST CONTRACT -- NO FEE (APR 1984)

FAR 52.219-8 -- UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

FAR 52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

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FAR 52.219-16 -- LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)

FAR 52.219-28 -- POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

FAR 52.222-41 -- SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

FAR 52.222-49 – SERVICE CONTRACT LABOR STANDARDS – PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

FAR 52.222-50 -- COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

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

FAR 52.224-1 – PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 – PRIVACY ACT (APR 1984)

FAR 52.232-18 – AVAILABILITY OF FUNDS (APR 1984)

FAR 52.232-20 -- LIMITATION OF COST (APR 1984)

FAR 52.232-22 -- LIMITATION OF FUNDS (APR 1984) FAR 52.232-25 -- PROMPT PAYMENT (JUL 2013)

FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

FAR 52.233-3 -- PROTEST AFTER AWARD (AUG 1996)

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

FAR 52.237-10 -- IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

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

FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.203-7000 – REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (2011)

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

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

252.204-7000 -- DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7002 -- PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)

252.204-7003 – CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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252.204-7005 – ORAL ATTESTATION OF SECURITY RESPONSIBILITY (NOV 2001)

252.204-7008 -- COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

252.204-7009 -- LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

252.204-7012 -- SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

252.204-7015 – NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT (MAY 2016)

252.209-7004 – SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014)

252.215-7008 -- ONLY ONE OFFER (OCT 2013)

252.216-7009 -- ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)

252.219-7003 -- SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (MAR 2016)

252.222-7006 – RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.223-7006 – PROHIBITION OF STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS –BASIC (SEP 2014)

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

252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN 2013)

252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013) 252.227-7015 -- RIGHTS IN TECHNICAL DATA-COMMERCIAL ITEMS (FEB 2014)

252.227-7016 -- RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)

252.227-7030 -- TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 -- VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

252.232-7003—ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

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

252.244-7000 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

252.244-7001 – CONTRACTOR PURCHASING SYSTEM ADMINISTRATION – BASIC (MAY 2014)

252.247-7023 -- TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007),

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teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULLTEXT

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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - CDRLs A001-A009

Attachment 2 - DD 254

Attachment 3 - Contract Administration Plan (CAP)

Attachment 4 - Quality Assurance Surveillance Plan (QASP)

Attachment 5 - Register of Wage Determination under Service Contract Act (WD 2015-4281 Rev. 6)

Attachment 6 "Safety Manual", entitled Contractor Safety

Attachment 7 - Key and Non-Key Personnel Qualifications (Recommended)