

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 14		3. EFFECTIVE DATE 09-May-2018		4. REQUISITION/PURCHASE REQ. NO. N3904016RX00398	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY CODE N39040		7. ADMINISTERED BY (If other than Item 6) CODE S2404A	
PORTSMOUTH NAVAL SHIPYARD Contracting Division, Code 410 Bldg 153, 6th Floor Kittery ME 03904		DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-FK02	
		10B. DATED (SEE ITEM 13) 30-Mar-2013	
CAGE CODE 8D014	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	09-May-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to replace [REDACTED] with [REDACTED] as the Contracting Officer's Representative (COR). A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,054,480.21 by \$0.00 to \$2,054,480.21.

The total value of the order is hereby increased from \$2,054,480.43 by \$0.00 to \$2,054,480.43.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 1 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R425	CODE 205/206 DSSP ENGINEERING SPT FFP ENGINEERING AND TECHNICAL SERVICES-LABOR OUTLINED IN THE PERFORMANCE WORK STATEMENT IN SECTION C. PERIOD OF PERFORMANCE: 01 APR 2013 ♦ 31 MAR 2014 (O&MN,N)	■	MO	■	548,273.64
500001	R425	(O&MN,N)				
500002	R425	(O&MN,N)				
500003	R425	(O&MN,N)				
5001						\$563,137.02
5001AE	R425	OPTION ITEM IAW the Performance Work Statement (PWS). Period of Performance: 01 April 2014- 31 MAR 2015. (O&MN,N)	■	MO	■	\$273,435.00
5001AF	R425	Incremental Funding (O&MN,N)	■	MO	■	\$165,784.26
5001AG	R425	INCREMENTAL FUNDING (O&MN,N)	■	MO	■	\$123,917.76

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	TRAVEL AND OTHER DIRECT COST COST. Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount. Not to Exceed Amount ■ (O&MN,N) Travel Expenses to be reimbursed in accordance with the Federal Travel Regulations. All travel costs incurred in connection with this contract shall be separately priced and executed in accordance with the Federal Travel Regulations (FTR). (Please show detailed estimated expenses) (O&MN,N)	1.0	LO	\$ ■
600001	R425	(O&MN,N)			
6001	R425	OPTION ITEM, TRAVEL AND OTHER DIRECT COST (ODC). Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount. Not to Exceed Amount \$ ■ (O&MN,N) (O&MN,N)	1.0	LO	\$ ■

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000						\$577,426.44
8000AJ	R425	OPTION ITEM IAW the Performance Work Statement (PWS). Period of Performance: 01 April 2015 through 31 March 2016. (O&MN,N)	■	MO	\$ ■	\$433,069.83

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000AK	R425	Incremental Funding for CLIN 8000 (O&MN,N)	█	MO	\$█	\$54,356.61
8000AL	R425	Incremental Funding for CLIN 8000 (O&MN,N)	█	MO	\$█	\$90,000.00
8001	R425	Option Item, IAW the Performance Work Statement (PWS). Period of Performance: 01 April 2016 through 30 September 2016. (O&MN,N)	█	MO	\$█	\$288,713.22
800101	R425	Incremental Funding (O&MN,N)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	OPTION ITEM, TRAVEL AND OTHER DIRECT COST (ODC). IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount. Not to Exceed Amount \$█ (O&MN,N)	1.0	LO	█

"10 U.S.C. 2410(a) Authority is hereby invoked," within the specific CLIN/SLIN being funded in Section B

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 3 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT CODE 205/206 DSSP ENGINEERING SUPPORT – FY13

This Performance Work Statement (PWS) defines the specific support to be furnished by this Delivery Order. The contractor shall provide the necessary management, technical and administrative personnel, as applicable to meet the requirements of this PWS and to support the task order.

1.0 SCOPE

Portsmouth Naval Shipyard (PNS) is tasked to provide technical support for Code 200DSS assets which include the Submarine Rescue and Diving Recompression System (SRDRS) Program, Submarine Rescue Chamber (SRC), Submarine Escape and Immersion Equipment (SEIE) Program, Submarine Emergency position Indicating Radio Beacon (SEPIRB) and Special Operation Forces (SOF) Undersea Mobility Platforms. Portsmouth Naval Shipyard (PNS) requires the following engineering support for Fiscal Year 2013:

1.1 Contractor shall conduct services at Portsmouth Naval Shipyard, Deep Submergence Systems Program, Building 86A, 5th floor. Kittery, Maine .

1.2 The Government shall provide necessary and adequate workspace to include basic equipment utilities, computer, telephone and related services at the work location

1.3 The contractor shall provide software engineering and analysis work which shall support DSSP Personnel. The work shall involve writing programs and developing data or spreadsheets that best show the results of the engineering work being accomplished by DSSP personnel.

1.4 The contractor shall investigate and develop answers to various engineering related problems including Liaison Action Reports, Drawing Reviews, Engineering Analysis, Safety Analysis and Lifting/Handling issues, drafting Memorandums of Agreement, schedule shipboard repairs/installations /testing, and assist management in developing Statements of Work for testing at other facilities.

1.5 The contractor shall provide technical support for the Submarine Rescue and Diving Recompression System (SRDRS) Program; that includes both the Atmospheric Diving System (ADS2000) and the Submarine Rescue System (SRS) and all support equipment. The primary location for this task will be at Deep Submergence Unit San Diego, CA

1.6 The contractor shall provide long term logistical planning and Planned Maintenance.

1.7 All work shall occur at Portsmouth Naval Shipyard except as discussed in paragraphs 1.5 above.

1.8 Travel is anticipated. See paragraph 3 (Travel Requirements).

1.9 The period of performance shall be from 01 April 2013 through 31 March 2014, with two (2) one (1) year options through 31 March 2016.

1.10 MANAGEMENT AND ADMINISTRATION

Government Regular Working Hours: The Government's regular working hours range between 0530 to 1700 Monday through Friday at the various sites. The exact working hours at each PWD site may vary but will be between the hours noted above. The Contractor shall operate the Contractor Performance Assessment Reporting System (COPARS) during the sites normal operating hours Monday through Friday.

2.0 TASK REQUIREMENTS

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 4 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Contractor is expected to perform all tasks provided below

2.1 The Contractor shall provide PNS with on-site support for the SRDRS Program by performing the following tasks:

2.1.1 Provide on-site support for PNS at the Deep Submergence Unit, North Island Naval Air Station (DSU) during testing.

2.1.2 Review the in-process manufacturing and testing of SRDRS components.

2.1.3 Observe and provide assistance during SRDRS assembly and testing (factory, pier side and at-sea).

2.1.4 Review/comment on SRDRS certification and operation schedules.

2.1.5 Review other technical documents, as requested, for adequacy and provide comments.

2.1.6 Attend Design Review Meetings as required.

2.2 The Contractor shall provide PNS with on-site Computer Programming support for the SRDRS Program and other 200DSS assets by performing the following tasks:

2.2.1 Update of the Configuration Control Database for the DSSP Office.

2.2.2 Update the existing Liability Tracking Database for the DSSP Office.

2.2.3 Develop a maintenance and scheduling database for the SRS system.

2.2.4 Develop processes to ensure and protect data integrity for the DSSP Office.

2.2.5 Perform system testing and customer-oriented beta tests for database and database reporting efforts to ensure accuracy and user acceptance of data and reporting tools.

2.2.6 Develop Database Entity Relationship Diagram, System Schematics, Reporting Instructions and user training as necessary.

2.2.7 Integration of multiple databases to provide one solution for Spare Parts Inventory, Design Configuration Control and Liability Management.

2.3 The Contractor shall provide PNS with on-site support for the SRDRS Program, SEIE and other 200DSS assets by performing the

following tasks:

2.3.1 Assist in updating and maintaining the Hazard Analysis for the SRDRS components.

2.3.2 Develop Field Change Proposals for SRDRS assets.

2.3.3 Review other technical documents, as requested, for adequacy and provide comments.

2.3.4 Attend Design Review meetings as required.

2.3.5 Assist NAVSEA PMS394 Program Office as requested with foreign military submarine rescue agreements, certification preparations and meeting coordination.

2.3.6 Attend SRDRS Overhaul/Refurbishment Planning meetings.

2.3.7 Review and evaluation of condition reports submitted by on-site installation teams.

2.3.8 Assist in planning future SEIE installation for SSN688, TRIDENT and SEAWOLF class submarines.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 5 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Requires working with Fleet Type Commander and Submarine Squadrons to establish or revise installation schedules.

2.3.9 Technical support during installation certification periods including Drafting of MOA's, monitoring Installation Contractor cost adherence and preparation of SUBSAFE Certification and Scope of Certification messages.

2.3.10 Provide recommendations of material ordering and monitoring for SEIE inventory and arranging shipment to installation location.

2.3.11 The Contractor shall work logistics and develop estimates for the SEIE program. The Contractor shall apply Shipyard production processes and Technical Specification TS9090-310E, Alterations to ships Accomplished by Alteration Installation Teams. The Contractor shall assist in drafting Memorandum of Agreements between Naval Shipyards, Fleet and Installation Contractors.

2.4 The Contractor shall provide PNS with on-site support for the SRDRS Program by performing the following tasks:

2.4.1 Provide on-site support for PNS at the Deep Submergence Unit, North Island Naval Air Station (DSU).

2.4.2. Assist PNS San Diego Representative with Production Management and Material Procurement/Sourcing.

2.4.3 Compile data and information on manning future requirements to support SRDRS functions

2.4.4 Compile data and information on operational plan requirements and operating procedures.

2.4.5 Review/comment on SRDRS certification and operation schedules.

2.4.6 Review/comment on projected SRDRS support material estimates.

2.4.7 Provide liaison support between DSU, San Diego CA and NAVSEA PMS394, Washington Navy Yard.

2.4.8 Assist NAVSEA PMS394 Program Office with establishing the Government Owned/Contractor Maintained Offices at Deep Submergence Unit SD.

2.4.9 Develop Memorandums of Agreements between the business office at Portsmouth Naval Shipyard and DSU, San Diego concerning contractor operators and/or support personnel.

2.4.10 Advise and provide recommendations to activities providing services to the SRDRS Program. This may include on-site visits to contractor activities.

2.4.11 Attend SRDRS Design Review Meetings as required.

2.4.12 Individual may be authorized use of government equipment/shipping and/or postal accounts directly relating to the SRDRS program in the San Diego area. Use of such equipment/accounts must be approved by Portsmouth Naval Shipyard, documented by the contractor, and reported in writing to the Shipyard.

2.5 The Contractor shall provide PNS with on-site support for 200DSS assets, by performing the following tasks:

2.5.1 Provide on-site support at PNS for the Deep Submergence Systems Program (DSSP) Office at Portsmouth Naval Shipyard for all aspects of Planned Maintenance relative to DSSP assets.

2.5.2 Development of Reliability-Centered Maintenance based organizational-level planned maintenance.

2.5.3 Prepare PMS change recommendations in response to Technical Feedback Reports.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 6 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

2.5.4 Develop and revise PMS documentation for DSSP assets.

2.5.5 Review PMS documentation developed by supporting activities.

2.5.6 Provide liaison support between DSU, San Diego CA and NAVSEA PMS394, Washington Navy Yard with regard to Planned Maintenance issues.

2.5.7 Prepare correspondence with technical justification with regard to Planned Maintenance issues.

2.5.8 Conduct on-site visits to various DSSP assets in order to provide required technical support as aforementioned.

2.2.9 The Contractor shall provide logistician services to support DSSP asset components and facilities, logistics and maintenance requirements for each component. The Contractor shall also apply Shipyard production work processes and Reliability-Centered Maintenance (RCM) philosophy in development of Planned Maintenance System Requirements. The Contractor shall manage and supervise logistics and production projects associated with overall and maintenance of DSS assets.

3.0 TRAVEL REQUIREMENTS

3.1 The Contractor shall be required to travel using commercial air. Air travel will be in compliance with the Federal Travel Regulation.

3.2 Anticipate one trip from Vancouver, Canada to San Diego, CA (one week).

3.3 Anticipate one trip from Vancouver, Canada to PMS 394, Washington, DC (one week).

3.3. Anticipate one trip (one week) from Boston, MA to San Diego, Ca.

3.3.1 Anticipate one trip (one day) within the San Diego, CA region to support contractors.

4.0 DELIVERABLES

4.1 In accordance with the contract the Contractor shall provide monthly status reports outlining projects/tasks being worked and finances.

5.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

5.1 The Government will provide the necessary adequate workspace including basic office equipment utilities, computer, telephone, and related services at the work location identified in Par 1.7.

6.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

6.1 The Contractor shall provide qualified personnel and services necessary for the performance of this SOW.

7.0 PERSONNEL SECURITY REQUIREMENTS

7.1 The work to be performed under this contract requires a valid security access authorization. The security level eligibility and access must be in JPAS and must final secret. It shall be the proposed contractor's responsibility to obtain appropriate security clearances as required by the U.S. Navy for all company personnel, including those of proposed subcontractors who will be involved in classified portions of work or who will require access to restricted areas. The proposed contractor's facility must be cleared to a minimum, of Secret Clearance, and contractor's personnel to include subcontractor if performing work on Government Installations must possess proof of US citizenship as a minimum.

7.2 The contractor shall not require access to the engine room of any nuclear powered submarine or

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 7 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Nuclear Work Area.

7.3 PERSONNEL SECURITY REQUIREMENTS

The Contractor's employees shall have as a minimum, a Final Secret Security Clearance to support sensitive Virginia class submarine technology.

The work to be performed under this contract requires a DOD Final Secret Security Clearance. It shall be the proposed contractor's responsibility to obtain appropriate security clearances as required by the U.S. Navy for all company personnel, including those of proposed subcontractors who will be involved in classified portions of work or who will require access to restricted areas. The proposed contractor's facility must be cleared to a minimum, of Secret Clearance, and contractors personnel to include subcontractor if performing work on Government Installations must possess proof of US citizenship as a minimum.

TASK DESCRIPTION: The Contractor shall provide various consultant, engineering, software, and logistician services in support of Submarine Rescue and Diving Recompression System (SRDRS) Program, Submarine Rescue Chamber (SRC), Submarine Escape and Immersion Equipment (SEIE) Program and Special Operation Forces (SOF) Undersea Mobility Platforms.

PERSONNEL:

* Asterisks denotes resumes required

-

Labor Categories		Hours
Totals		

***PERSONNEL QUALIFICATIONS**

The following are descriptions of the minimum experience and educational requirements identified by the Government as necessary for the respective labor categories. The specialized experience, included as part of the required qualifications, shall have been obtained in the field of endeavor indicated by the applicable Job Title shown below. All personnel shall be fully capable of performing in an efficient, reliable, and professional manner. If the contractor does not identify the labor categories listed below by the same specific title, then a cross-reference list shall be provided as part of the proposal.

The Government may, at any time, request resumes of contractor personnel. If the Contracting 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.

The contractor shall have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery/task orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 8 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

detailed, related experience to reasonably ensure the ability for effective and efficient performance.

All labor categories for individuals performing on Government Installations require U.S. Citizenship.

***SR. EXPERT/CONSULTANT SUPPORT**

MINIMUM REQUIREMENTS

A total of 10 years of increasing responsibility within the Deep Ocean Environment including Atmospheric Diving Systems, Tethered Submarine Rescue Systems, Robotics and Manipulators.

A minimum of seven (7) years experience involving design, drawing development for construction, conversion or the overhaul and repair of deep submergence vehicles

A minimum of five (5) years practical experience in the management and development, of the Atmospheric Diving System (ADS) at a professional level with responsible engineering duties relative to design, manufacture, maintenance, operations, repair and testing of onboard equipment and systems.

Experience implementing the requirements for U. S. Navy Deep Submergence Systems including NSTM SS800-AG-MAN-010/P-9290.

In addition, the Senior Expert/Consultant shall be capable of administering all aspects of assigned tasks.

***SOFTWARE ENGINEER/ANALYST**

MINIMUM REQUIREMENTS:

A minimum of 12 years experience with database development and integration.
Demonstrated expertise and ability in solving unique complex database and information systems problems efficiently.

A minimum of 6 years experience with Visual Basic and ACCESS programming and development.
Proven experience performing system testing and customer-oriented beta tests for database and database reporting efforts to ensure accuracy and user acceptance of data and data reporting tools.

LOGISTICIAN (GENERAL)

MINIMUM REQUIREMENTS

- 1 Experience with Navy logistics processes such as maintenance of Ship's Configuration and Logistics Support Information System SCLSIS, Configuration Data Manager's Database - Open Architecture, CDMD-OA and experience with procurement of researching ships material and tracking logistics data such as: spare parts, drawings, tech manuals, COTS manuals, training material; and
2. The ability to develop, test and deliver configuration and logistic management systems designed to provide clients with logistics technology to ensure effective and economical support for manufacturing and servicing products, systems or equipment. The ability to plan and develop logistics program activities, coordinate efforts of personnel at the contractor's site as well as at remote locations, and resolve logistics problems to meet contractual commitment; and
3. Must be capable of performing all the duties of the Configuration Management Agent; and
4. Individual must have the ability to read/interpret engineering drawings, revision notices (RNs), Engineering Change Proposals (ECPs), and equipment/component specifications.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 9 of 45	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

ENGINEERING TECHNICIAN

MINIMUM REQUIREMENTS

A minimum of five (5) years experience involving design and drawing development for construction or the overhaul and repair of equipment or components with at least two (2) of these years spent preparing or checking engineering drawings in the specialty described below:

Naval Architecture
 Foundations
 Primary/Secondary Structures
 Sheet Metal
 Arrangement of Equipment
 Weight & Moment and Stability
 Mechanical
 Hydraulics
 Air Conditioning and Ventilation
 Air/Gases
 Seawater/Freshwater Piping
 Mechanical Components
 Electrical/Electronics
 Power and Lighting
 Interior Communications
 Wireways/Cable Routing
 Electrical/Electronics Systems
 Batteries

This experience must include a working knowledge of CAD/CAM, controlled work packages, work certification/documentation (Scope of Certification), and work control processes such as Tag Out and Re-entry Control.

MATERIAL: None

TRAVEL:

<u>FROM - TO</u>	Number of Trips	Days/trip	Number of People
<u>1. Travel from San Diego, CA to Kittery, ME</u>	1	5	1
<u>2. Travel from San Diego, CA to Washington DC</u>	1	5	1
<u>3. Travel from San Diego, CA to Burnaby, Canada</u>	1	5	1
<u>4. Travel from Kittery, ME to San Diego, CA</u>	2	5	1
<u>5. Travel from Kittery, ME to Burnaby, Canada</u>	1	5	1
<u>6. Travel from Kittery, ME to Washington DC</u>	1	5	1
<u>7. Travel from Burnaby, Canada to Washington DC</u>	1	5	1

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 10 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

STATUS REPORT REQUIREMENTS

1. Status reports shall contain a cover letter including the following:

A. The date of the Cover Letter

B. The Status Report shall be addressed to:

Commander, Portsmouth Naval Shipyard

[REDACTED]

Purchase Division

Portsmouth Naval Shipyard

Portsmouth, NH 03801-2590

C. There shall be a subject line describing the task being reported

D. The body of the cover letter shall include:

The dates covered by the Status Report

Manhour and dollar expenditures for the period being reported

The Status Report number of the task

A list of any enclosures and/or attachments used to help explain the Report

A Point of Contact

E. Distribution shall include:

[REDACTED]

The customer Code

Other pertinent persons (Made known at time of award)

2. The Status Report shall include:

*** Date the Status Report was created**

*** Heading**

*** Project Title**

*** Project/Task number**

*** Task Status**

*** Travel Information (Include name of traveler, Period of Travel, and Reason)**

*** Manhour information (Include Labor Category, Hours expended for the period, and the cumulative**

*** Percentage of Completion To-Date**

*** Percentage of Funded Amount Spent To-Date**

*** Funded Amount/Total estimated Cost**

*** Funds Expended To-Date**

*** Scheduled Completion Date**

*** Estimated Completion Date**

*** Actual Delivery Date**

*** Summary of Schedule Adherence**

*** Remarks**

VENDOR ACCESS TO PORTSMOUTH NAVAL SHIPYARD (C7F518)

Vendor access to Portsmouth Naval Shipyard: No person not known to be an American citizen of good standing and repute shall be eligible for access to Portsmouth Naval Shipyard and adjacent areas. Proof of citizenship may be required. Entrance of foreign nationals requires approval. (Ref: SECNAVINST) 5510.34

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 11 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SAFETY/SECURITY (C7F519)

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

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

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

OSHA HEALTH & SAFETY CLAUSE (C7F520)

Vendors preparing specifications, designs or drawings for design, modification or procurement of plant facilities and equipment shall ensure that the appropriate OSHA criteria are included. OSHA regulations must be met except when more stringent Navy requirements apply.

RESTRICTIONS ON USE OF YELLOW MATERIAL (C7F521)

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

RADIOLOGICAL INDOCTRINATION (C7F522)

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

RADIOLOGICAL POSTINGS AND INSTRUCTIONS (C7F523)

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

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

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

In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and/or data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 12 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(including, but not limited to source selection information), pre-deliverable information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third information including but not limited to the research development, products, trade secrets, and know-how of other contractors. All such information and /or data shall be deemed to be “sensitive and/or Proprietary, whether or not designated or marked.

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

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary and/or data, received, or learned as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data or information to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

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

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of its contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data or information in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data or information except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need –to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(d) Non-Disclosure/Non-Use Agreements

- (1) Before any of the Contractor’s personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:
 - (A) He/she shall disclose sensitive and/or proprietary information and/or obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data or information is required in performance of this contract.
 - (B) He/she shall not disclose sensitive and/or proprietary information obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.
 - (C) He/she shall use sensitive and/or proprietary information obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.
 - (D) He/she shall not use sensitive and/or proprietary and/or data information obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

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

(e) Requirement to Disclose Data/Information

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 13 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

If the Contractor, its personnel and/or its subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(f) Exception

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

(g) Government Remedy

Any violation of the terms of this “Non-Disclosure and Non-Use of Data/Information and/or” provision is a material and substantial breach of this contract and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the “Non-Disclosure and Non-Use of Data/Information” provision may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

(h) Non-disclosure/Non-Use Agreements

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

(j) Disposal of Documents

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 14 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

NOT APPLICABLE

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

PORTSMOUTH NAVAL SHIPYARD



RECEIVING OFFICER

BUILDING 170

KITTERY, ME. 03904

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 15 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
5000	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
8000	Destination	Government	Destination	Government

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR

1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52.212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or his duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The Quality Assurance Surveillance Plan (QASP) is put in place to provide Government *surveillance* oversight of the Contractor's quality control efforts to *assure* that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4.0 RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Task Order Manager (TOM) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

5.0 METHOD OF QA SURVEILLANCE

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 16 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The below listed method of surveillance shall be used in the administration of this QASP. The QASP Matrix, describes the method of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

Government Representative to Monitor – A Government Representative will randomly monitor the Contractor's performance. The TOM will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance-Based Matrix.

7. DOCUMENTATION

The TOM will, in addition to providing documentation, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The TOM shall forward these records to the Contracting Officer at termination or completion of the contract.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

MEASURABLE PERFORMANCE

The contractor shall be measured in performance using the factors of Quality, Timeliness, and Responsiveness. Within these factors the contractor shall be rated using various elements applicable to each of the factors. For example the Quality factor shall focus on the contractor's ability to satisfactorily meet the customer's expectations of completed work. How many deficiencies were found or instances of rework were required are the types of things that shall be examined. On time delivery of products, status reports, invoicing, and adherence to schedules shall impact any review of Timeliness. Responsiveness shall be concerned with how well the contractor responds to customer concerns and the approach used to resolve problems.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 17 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

5000	4/1/2013 - 3/31/2014
5001AE	4/1/2014 - 3/31/2015
5001AF	9/9/2014 - 3/31/2015
5001AG	9/9/2014 - 3/31/2015
6000	4/1/2013 - 3/31/2014
6001	4/1/2014 - 3/31/2015
8000AJ	4/1/2015 - 3/31/2016
8000AK	4/1/2015 - 3/31/2016
8000AL	4/1/2015 - 3/31/2016
8001	4/1/2016 - 9/30/2016
9000	4/1/2015 - 3/31/2016

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

CLIN - DELIVERIES OR PERFORMANCE

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

Base Period

5000 04/01/2013 - 03/31/2014

6000 04/01/2013 - 03/31/2014

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

Option Year 1

5001 04/01/2014 - 03/31/2015

6001 04/01/2014 - 03/31/2015

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 18 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Option Year 2

8000 04/01/2015 - 03/31/2016

9000 04/01/2015 - 03/31/2016

52.217-8 Option to Extend Services

8001 04/01/2015 - 09/30/2016

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 19 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER

NAVAL SEA SYSTEMS COMMAND
PORTSMOUTH NAVAL SHIPYARD

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>
WAWF Invoice Type	COMBO
Contract Number	N00178-04-D-4026
Delivery Order Number	FK02
Issuing Office DODAAC	N00189
Admin Office DODAAC	N2404A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N39040

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 20 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Acceptance At Other	
Local Processing Office (Certifier)	N39040
DCAA Office DODAAC (Used on Cost Voucher's only)	
Paying Office DODAAC	N0024B
Acceptor/COR Email Address	WAWF-39040@navy.mil kurt.willrich@navy.mil

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role

PGI 204.7108 Payment instructions.

(a) *Scope.* This section applies to contracts and any separately priced 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-materials/labor-hour line items; or
- (3) Authorize financing payments.

(b) For contracts and orders covered by this subpart, the contracting officer shall insert numbered instructions in Section G (Contract Administration Data), to permit the paying office to charge the accounting classification citations assigned to that contract line item (see DFARS [204.7104-1\(a\)](#)) in a manner that reflects the performance of work on the contract. When incorporating clauses by reference in Section G, cite the clause number, title, and date. If additional accounting classification citations are subsequently added, the payment instructions must be modified to include the additional accounting classification citations. Also, contracting officers shall not issue modifications that would create retroactive changes to payment instructions. All payment instruction changes shall be effective as of the date of the modification. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(c) Payment instructions—

- (1) Shall provide a methodology for the payment office to assign payments to the appropriate accounting classification citation(s), based on anticipated contract work performance;
- (2) Shall be consistent with the reasons for the establishment of separate contract line items;
- (3) Shall be selected from those provided in paragraph (d) of this section;

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 21 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(4) Shall be revised to address the impact of changes to contract funding or significant disparities between existing instructions and actual contract performance;

(5) Shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied;

(6) Shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item;

(7) For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-materials/labor-hour line items, shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items;

(8) For contracts or orders that contain foreign military sales requirements, shall include instructions for distribution of the contract financing payments to each country's account; and

(9) Shall use one of the standard payment instructions in paragraphs (d)(7) through (11) of this section unless the contracting officer documents in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request.

(d) The numbered payment instructions ((d)(1) through (12)) below correspond to the automated payment instructions in the supporting systems; therefore, care should be exercised when identifying the numbered instructions below in Section G of the contract. Include either one contract-wide instruction or one or more line item specific instructions. The contracting officer shall not use a combination of contract-wide and line item specific instructions.

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), insert the following:

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

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

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order, insert the following:

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

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

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order

(4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first, insert the following:

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 22 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first, insert the following:

252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds from the ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN, insert the following:

252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* If the contracting officer intends the funds to be liquidated in sequential ACRN order, insert the following:

252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

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

(8) *Contract-wide: contracting officer specified ACRN order.* If the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

252.204-0008 Contract-wide: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds from the previous ACRN before paying from the next ACRN in the sequence order specified below:

ACRN Order

(9) *Contract-wide: by fiscal year.* If the contracting officer intends the funds to be liquidated in fiscal year order, insert the following:

252.204-0009 Contract-wide: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) *Contract-wide: by cancellation date.* If the contracting officer intends the funds to be liquidated in fiscal year order,

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 23 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

insert the following:

252.204-0010 Contract-wide: by Cancellation Date. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds from the ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide: proration.* If the contract or order that provides for progress payments based on costs, (unless the administrative contracting officer authorizes use of one of the other options), or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN, insert the following:

252.204-0011 Contract-wide: Proration. (SEP 2009)

The payment office shall make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other.* If none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

- (i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and
- (ii) Are agreed to by the payment office and the contract administration office.

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

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

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS FOR CONTRACTOR

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

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

252.232-7007 Limitation of Government's obligation.

Limitation of Government's Obligation (MAY 2006)

(a) Contract line item CLIN 5000, 5001, 8000 and 8001 are incrementally funded. For this item(s), the sum of \$ ___* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 24 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

On execution of contract On or about 01 April 2013- [REDACTED]

(July) (01), (2013) \$ [REDACTED]

(Oct) (01), (2013) [REDACTED]

(Jan) (01), (2014) \$ [REDACTED]

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 25 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

1st Year Option:

(Apr) (01), (2014) [REDACTED]

(Jul) (01), (2014) \$ [REDACTED]

(Oct) (01), (2014) [REDACTED]

(Jan) (01), (2015) [REDACTED]

2nd Year Option:

(Apr) (01), (2015) [REDACTED]

(Jul) (01), (2015) \$ [REDACTED]

(Oct) (01), (2015) [REDACTED]

(Jan) (01), (2016) [REDACTED]

Option Exercised under 52.217-8:

(Apr)(01), (2016) [REDACTED]

(Jul)(01), (2016) [REDACTED]

As of Mod FK0213, this Task Order has been fully funded.

(End of clause)

NMCARS 5237.102(90)

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

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

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

CONTACTS WILL BE PROVIDED AFTER AWARD.

In order to expedite administration of this contract/order, the following delineation of duties is provided including thenames, addresses and phone numbers for each individual or office as specified. The individual/position designated ashaving responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 26 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
d. Arranging the post award conference (See FAR 42.503).

Name: -----

Address: -----

Phone: -----

PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: -----

Address: -----

Phone: -----

TASK ORDER MANAGER (TOM) is responsible for:

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

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

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

██████████
██████████ ████████████
██████████ ████████████████████
██████████ ████████████████████

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP)

FOR FIXED PRICE CONTRACTS

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 27 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the administration function assigned.

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

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

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

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

a. Technical Interface

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

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

b. Contract Surveillance

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

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

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

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS).

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

c. Invoice Review and Approval/Inspection and Acceptance

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 28 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(2) The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance. (4) The TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

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

e. Administrative Duties

(1) The TOM shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

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

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

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

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

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

i. Written Report/Contract Completion Statement.

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

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

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

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

a. Identify contractor deficiencies to the TOM.

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

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

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

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

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

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

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

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

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 32 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

HOLIDAYS & CURTAILMENTS

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

<u>NAME</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Curtilment, Friday	5 July 2013
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Curtilment, Friday	November 29, 2013
Christmas Day	25 December
Curtilment days	26, 27, 30, and 31 December 2013

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

Unless stated otherwise in the request for quotation, the contractor shall observe the same holidays as the Government and, otherwise, shall be open for business Monday through Friday during the performance of this contract. If a different holiday schedule is selected, it shall be the contractor's responsibility to advise the Government each year in writing thirty (30) days in advance of the occasion to allow for mission adjustments.

CLAUSES INCORPORATED BY FULL TEXT

INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL

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

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

- a. Metals, e.g., mercury, lead, chromium
- b. Solvents, e.g., disinfectants, cleaning and polishing compounds and preparations,

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 33 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- dopes, thinners, flammable inks.
- c. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds.
- d. Corrosives, e.g., acids, alkalis
- e. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- f. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- g. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- h. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

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

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

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

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

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate shipyard equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to shipyard hazardous material, contact Code 106.1.

For specific information on any hazardous material contact Code 106.1, Building 22, phone (207)438-2001, Portsmouth Naval Shipyard, Portsmouth, NH 03801-5000.

LIABILITY INSURANCE LIMITS

Pursuant to the terms of the clause of this contract entitled INSURANCE - LIABILITY TO THIRD PARTIES FAR 52.228-7), following are the kinds and minimum amounts of insurance required:

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

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 34 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

CONFLICT OF INTEREST

SOLICITATION PROVISIONS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

Consistent with the requirements of FAR 9.504(e), the Government will award the contract to the apparent successful offeror unless an OCI exists that cannot be avoided or mitigated. Accordingly, the contracting officer may require the apparent successful offeror(s) to submit an OCI Identification and Mitigation Plan for review prior to award. The contracting officer, with any required assistance from the requiring activity, will review the OCI Identification and Mitigation Plan submitted by the apparent successful offeror and will determine whether it is acceptable or unacceptable. If unacceptable, the contracting officer will discuss the deficiencies with the apparent successful offeror(s) and allow an opportunity to respond.

ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restraint.

NOTE: See the Section L Provision, NOTICE OF INCLUSION OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE, for more information.

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned

interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the applicable task orders. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.

(2) The financial, contractual, organizational, and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an

Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering

and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services are as defined in FAR 31.205-33(a).

(7) "Contractor," for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 35 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

any

other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any

major component or subassembly of such system.

(e) Contracting restrictions. [Check the restrictions that apply]

☒ (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three years after the date of completion of the contract. (FAR 9.505-1(a))

☐ (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items

to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms

of this contract. (FAR 9.505-2(a)(1))

☐ (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor

is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the

work statement. The contractor agrees to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems, or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems, or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

☐ (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a

contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees

to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

☐ (5) To the extent work to be performed under this contract requires access to proprietary data of other companies,

the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 36 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and

(ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall

restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in

preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection

with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured

competitively. (FAR 9.505-4(b))

☐ (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially

in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate

in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with one (1) year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

☒ (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work

for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or

services, or the products or services of another firm for which the contractor performs similar work. Nothing in this

subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting

financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may

elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute

or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 37 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

shall

provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 38 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 3 YEARS, 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 10 DAYS.

(END OF CLAUSE)

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 30 DAYS PRIOR TO COMPLETION OF THE BASE PERIOD; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 3 YEARS, 6 MONTHS.

(END OF CLAUSE)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS.

AS PRESCRIBED IN 22.1207, INSERT THE FOLLOWING CLAUSE:

NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

(A) "SERVICE EMPLOYEE", AS USED IN THIS CLAUSE, MEANS ANY PERSON ENGAGED IN THE PERFORMANCE OF A SERVICE CONTRACT OTHER THAN ANY PERSON EMPLOYED IN A BONA FIDE EXECUTIVE, ADMINISTRATIVE, OR PROFESSIONAL CAPACITY, AS THOSE TERMS ARE DEFINED IN 29 CFR PART 541. THE TERM "SERVICE EMPLOYEE" INCLUDES ALL SUCH PERSONS REGARDLESS OF ANY CONTRACTUAL RELATIONSHIP THAT MAY BE ALLEGED TO

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 39 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

EXIST BETWEEN A CONTRACTOR OR SUBCONTRACTOR AND SUCH PERSONS.

(B) THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL, EXCEPT AS OTHERWISE PROVIDED HEREIN, IN GOOD FAITH OFFER THOSE SERVICE EMPLOYEES EMPLOYED UNDER THE PREDECESSOR CONTRACT WHOSE EMPLOYMENT WILL BE TERMINATED AS A RESULT OF AWARD OF THIS CONTRACT OR THE EXPIRATION OF THE CONTRACT UNDER WHICH THE SERVICE EMPLOYEES WERE HIRED, A RIGHT OF FIRST REFUSAL OF EMPLOYMENT UNDER THIS CONTRACT IN POSITIONS FOR WHICH THE SERVICE EMPLOYEES ARE QUALIFIED.

(1) THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL DETERMINE THE NUMBER OF SERVICE EMPLOYEES NECESSARY FOR EFFICIENT PERFORMANCE OF THIS CONTRACT AND MAY ELECT TO EMPLOY FEWER EMPLOYEES THAN THE PREDECESSOR CONTRACTOR EMPLOYED IN CONNECTION WITH PERFORMANCE OF THE WORK.

(2) EXCEPT AS PROVIDED IN PARAGRAPH (C) OF THIS CLAUSE, THERE SHALL BE NO EMPLOYMENT OPENING UNDER THIS CONTRACT, AND THE CONTRACTOR AND ANY SUBCONTRACTORS SHALL NOT OFFER EMPLOYMENT UNDER THIS CONTRACT, TO ANY PERSON PRIOR TO HAVING COMPLIED FULLY WITH THIS OBLIGATION.

(I) THE SUCCESSOR CONTRACTOR AND ITS SUBCONTRACTORS SHALL MAKE A BONA FIDE EXPRESS OFFER OF EMPLOYMENT TO EACH SERVICE EMPLOYEE AS PROVIDED HEREIN AND SHALL STATE THE TIME WITHIN WHICH THE SERVICE EMPLOYEE MUST ACCEPT SUCH OFFER, BUT IN NO CASE SHALL THE PERIOD WITHIN WHICH THE SERVICE EMPLOYEE MUST ACCEPT THE OFFER OF EMPLOYMENT BE LESS THAN 10 DAYS.

(II) THE SUCCESSOR CONTRACTOR AND ITS SUBCONTRACTORS SHALL DECIDE ANY QUESTION CONCERNING A SERVICE EMPLOYEE'S QUALIFICATIONS BASED UPON THE INDIVIDUAL'S EDUCATION AND EMPLOYMENT HISTORY, WITH PARTICULAR EMPHASIS ON THE EMPLOYEE'S EXPERIENCE ON THE PREDECESSOR CONTRACT, AND THE CONTRACTOR MAY UTILIZE EMPLOYMENT SCREENING PROCESSES ONLY WHEN SUCH PROCESSES ARE PROVIDED FOR BY THE CONTRACTING AGENCY, ARE CONDITIONS OF THE SERVICE CONTRACT, AND ARE CONSISTENT WITH EXECUTIVE ORDER 13495.

(III) WHERE THE SUCCESSOR CONTRACTOR DOES NOT INITIALLY OFFER EMPLOYMENT TO ALL THE PREDECESSOR CONTRACT SERVICE EMPLOYEES, THE OBLIGATION TO OFFER EMPLOYMENT SHALL CONTINUE FOR 90 DAYS AFTER THE SUCCESSOR CONTRACTOR'S FIRST DATE OF PERFORMANCE ON THE CONTRACT.

(IV) AN OFFER OF EMPLOYMENT WILL BE PRESUMED TO BE BONA FIDE EVEN IF IT IS NOT FOR A POSITION SIMILAR TO THE ONE THE EMPLOYEE PREVIOUSLY HELD, BUT IS ONE FOR WHICH THE EMPLOYEE IS QUALIFIED, AND EVEN IF IT IS SUBJECT TO DIFFERENT EMPLOYMENT TERMS AND CONDITIONS, INCLUDING CHANGES TO PAY OR BENEFITS. (SEE 29 CFR 9.12 FOR A DETAILED DESCRIPTION OF A BONAFIDE OFFER OF EMPLOYMENT).

(C)(1) NOTWITHSTANDING THE OBLIGATION UNDER PARAGRAPH (B) OF THIS CLAUSE, THE SUCCESSOR CONTRACTOR AND ANY SUBCONTRACTORS (I) MAY EMPLOY UNDER THIS CONTRACT ANY SERVICE EMPLOYEE WHO HAS WORKED FOR THE CONTRACTOR OR SUBCONTRACTOR FOR AT LEAST THREE MONTHS IMMEDIATELY PRECEDING THE COMMENCEMENT OF THIS CONTRACT AND WHO WOULD OTHERWISE FACE LAY-OFF OR DISCHARGE, (II) ARE NOT REQUIRED TO OFFER A RIGHT OF FIRST REFUSAL TO ANY SERVICE EMPLOYEE(S) OF THE PREDECESSOR CONTRACTOR WHO ARE NOT SERVICE EMPLOYEES WITHIN THE MEANING OF THE SERVICE CONTRACT ACT, 41 U.S.C. 6701(3), AND (III) ARE NOT REQUIRED TO OFFER A RIGHT OF FIRST REFUSAL TO ANY SERVICE EMPLOYEE(S) OF THE PREDECESSOR CONTRACTOR WHOM THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS REASONABLY BELIEVES, BASED ON THE PARTICULAR SERVICE EMPLOYEE'S PAST PERFORMANCE, HAS FAILED TO PERFORM SUITABLY ON THE JOB (SEE 29 CFR 9.12 (C)(4) FOR ADDITIONAL INFORMATION). THE SUCCESSOR CONTRACTOR BEARS THE RESPONSIBILITY OF DEMONSTRATING THE APPROPRIATENESS OF CLAIMING ANY OF THESE EXCEPTIONS.

(2) IN ADDITION, ANY CONTRACTOR OR SUBCONTRACTOR THAT HAS BEEN CERTIFIED BY THE U.S. SMALL BUSINESS ADMINISTRATION AS A HUBZONE SMALL BUSINESS CONCERN MUST ENSURE THAT IT COMPLIES WITH THE STATUTORY AND REGULATORY REQUIREMENTS OF THE HUBZONE PROGRAM (E.G., IT MUST ENSURE THAT AT LEAST 35 PERCENT OF ALL OF ITS EMPLOYEES RESIDE WITHIN A HUBZONE). THE HUBZONE SMALL BUSINESS CONTRACTOR OR SUBCONTRACTOR MUST CONSIDER WHETHER IT CAN MEET

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 40 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

THE REQUIREMENTS OF THIS CLAUSE AND EXECUTIVE ORDER 13495 WHILE ALSO ENSURING IT MEETS THE HUBZONE PROGRAM'S REQUIREMENTS.

(3) NOTHING IN THIS CLAUSE SHALL BE CONSTRUED TO PERMIT A CONTRACTOR OR SUBCONTRACTOR TO FAIL TO COMPLY WITH ANY PROVISION OF ANY OTHER EXECUTIVE ORDER OR LAW. FOR EXAMPLE, THE REQUIREMENTS OF THE HUBZONE PROGRAM (SEE FAR SUBPART 19.13), EXECUTIVE ORDER 11246 (EQUAL EMPLOYMENT OPPORTUNITY), AND THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974 MAY CONFLICT, IN CERTAIN CIRCUMSTANCES, WITH THE REQUIREMENTS OF EXECUTIVE ORDER 13495. ALL APPLICABLE LAWS AND EXECUTIVE ORDERS MUST BE SATISFIED IN TANDEM WITH, AND IF NECESSARY PRIOR TO, THE REQUIREMENTS OF EXECUTIVE ORDER 13495, 29 CFR PART 9, AND THIS CLAUSE.

(D)(1) THE CONTRACTOR SHALL, NOT LESS THAN 30 DAYS BEFORE COMPLETION OF THE CONTRACTOR'S PERFORMANCE OF SERVICES ON THE CONTRACT, FURNISH THE CONTRACTING OFFICER WITH A CERTIFIED LIST OF THE NAMES OF ALL SERVICE EMPLOYEES WORKING UNDER THIS CONTRACT AND ITS SUBCONTRACTS AT THE TIME THE LIST IS SUBMITTED. THE LIST SHALL ALSO CONTAIN ANNIVERSARY DATES OF EMPLOYMENT OF EACH SERVICE EMPLOYEE UNDER THIS CONTRACT AND ITS PREDECESSOR CONTRACTS WITH EITHER THE CURRENT OR PREDECESSOR CONTRACTORS OR THEIR SUBCONTRACTORS. WHERE CHANGES TO THE WORKFORCE ARE MADE AFTER THE SUBMISSION OF THE CERTIFIED LIST DESCRIBED IN THIS PARAGRAPH, THE CONTRACTOR SHALL, IN ACCORDANCE WITH PARAGRAPH (E) OF THIS CLAUSE, NOT LESS THAN 10 DAYS BEFORE COMPLETION OF THE SERVICES ON THIS CONTRACT, FURNISH THE CONTRACTING OFFICER WITH AN UPDATED CERTIFIED LIST OF THE NAMES OF ALL SERVICE EMPLOYEES EMPLOYED WITHIN THE LAST MONTH OF CONTRACT PERFORMANCE. THE UPDATED LIST SHALL ALSO CONTAIN ANNIVERSARY DATES OF EMPLOYMENT, AND, WHERE APPLICABLE, DATES OF SEPARATION OF EACH SERVICE EMPLOYEE UNDER THE CONTRACT AND ITS PREDECESSOR CONTRACTS WITH EITHER THE CURRENT OR PREDECESSOR CONTRACTORS OR THEIR SUBCONTRACTORS.

(2) IMMEDIATELY UPON RECEIPT OF THE CERTIFIED SERVICE EMPLOYEE LIST BUT NOT BEFORE CONTRACT AWARD, THE CONTRACTING OFFICER SHALL PROVIDE THE CERTIFIED SERVICE EMPLOYEE LIST TO THE SUCCESSOR CONTRACTOR, AND, IF REQUESTED, TO EMPLOYEES OF THE PREDECESSOR CONTRACTOR OR SUBCONTRACTORS OR THEIR AUTHORIZED REPRESENTATIVES.

(3) THE CONTRACTING OFFICER WILL DIRECT THE PREDECESSOR CONTRACTOR TO PROVIDE WRITTEN NOTICE (APPENDIX B TO 29 CFR CHAPTER 9) TO SERVICE EMPLOYEES OF THEIR POSSIBLE RIGHT TO AN OFFER OF EMPLOYMENT WITH THE SUCCESSOR CONTRACTOR. WHERE A SIGNIFICANT PORTION OF THE PREDECESSOR CONTRACTOR'S WORKFORCE IS NOT FLUENT IN ENGLISH, THE NOTICE SHALL BE PROVIDED IN ENGLISH AND THE LANGUAGE(S) WITH WHICH SERVICE EMPLOYEES ARE MORE FAMILIAR. THE WRITTEN NOTICE SHALL BE—

(I) POSTED IN A CONSPICUOUS PLACE AT THE WORKSITE; OR

(II) DELIVERED TO THE SERVICE EMPLOYEES INDIVIDUALLY. IF SUCH DELIVERY IS VIA E-MAIL, THE NOTIFICATION MUST RESULT IN AN ELECTRONIC DELIVERY RECEIPT OR SOME OTHER RELIABLE CONFIRMATION THAT THE INTENDED RECIPIENT RECEIVED THE NOTICE.

(E)(1) IF REQUIRED IN ACCORDANCE WITH 52.222-41(N), THE PREDECESSOR CONTRACTOR SHALL, NOT LESS THAN 10 DAYS BEFORE COMPLETION OF THIS CONTRACT, FURNISH THE CONTRACTING OFFICER A CERTIFIED LIST OF THE NAMES OF ALL SERVICE EMPLOYEES WORKING UNDER THIS CONTRACT AND ITS SUBCONTRACTS DURING THE LAST MONTH OF CONTRACT PERFORMANCE. THE LIST SHALL ALSO CONTAIN ANNIVERSARY DATES OF EMPLOYMENT OF EACH SERVICE EMPLOYEE UNDER THIS CONTRACT AND ITS PREDECESSOR CONTRACTS EITHER WITH THE CURRENT OR PREDECESSOR CONTRACTORS OR THEIR SUBCONTRACTORS. IF THERE ARE NO CHANGES TO THE WORKFORCE BEFORE THE PREDECESSOR CONTRACT IS COMPLETED, THEN THE PREDECESSOR CONTRACTOR IS NOT REQUIRED TO SUBMIT A REVISED LIST 10 DAYS PRIOR TO COMPLETION OF PERFORMANCE AND THE REQUIREMENTS OF 52.222-41(N) ARE MET. WHEN THERE ARE CHANGES TO THE WORKFORCE AFTER SUBMISSION OF THE 30-DAY LIST, THE PREDECESSOR CONTRACTOR SHALL SUBMIT A REVISED CERTIFIED LIST NOT LESS THAN 10

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 41 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

DAYS PRIOR TO PERFORMANCE COMPLETION.

(2) IMMEDIATELY UPON RECEIPT OF THE CERTIFIED SERVICE EMPLOYEE LIST BUT NOT BEFORE CONTRACT AWARD, THE CONTRACTING OFFICER SHALL PROVIDE THE CERTIFIED SERVICE EMPLOYEE LIST TO THE SUCCESSOR CONTRACTOR, AND, IF REQUESTED, TO EMPLOYEES OF THE PREDECESSOR CONTRACTOR OR SUBCONTRACTORS OR THEIR AUTHORIZED REPRESENTATIVES.

(F) THE CONTRACTOR AND SUBCONTRACTOR SHALL MAINTAIN THE FOLLOWING RECORDS (REGARDLESS OF FORMAT, E.G., PAPER OR ELECTRONIC) OF ITS COMPLIANCE WITH THIS CLAUSE FOR NOT LESS THAN A PERIOD OF THREE YEARS FROM THE DATE THE RECORDS WERE CREATED.

(1) COPIES OF ANY WRITTEN OFFERS OF EMPLOYMENT OR A CONTEMPORANEOUS WRITTEN RECORD OF ANY ORAL OFFERS OF EMPLOYMENT, INCLUDING THE DATE, LOCATION, AND ATTENDANCE ROSTER OF ANY SERVICE EMPLOYEE MEETING(S) AT WHICH THE OFFERS WERE EXTENDED, A SUMMARY OF EACH MEETING, A COPY OF ANY WRITTEN NOTICE THAT MAY HAVE BEEN DISTRIBUTED, AND THE NAMES OF THE SERVICE EMPLOYEES FROM THE PREDECESSOR CONTRACT TO WHOM AN OFFER WAS MADE.

(2) A COPY OF ANY RECORD THAT FORMS THE BASIS FOR ANY EXEMPTION CLAIMED UNDER THIS PART.

(3) A COPY OF THE SERVICE EMPLOYEE LIST PROVIDED TO OR RECEIVED FROM THE CONTRACTING AGENCY.

(4) AN ENTRY ON THE PAY RECORDS OF THE AMOUNT OF ANY RETROACTIVE PAYMENT OF WAGES OR COMPENSATION UNDER THE SUPERVISION OF THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION TO EACH SERVICE EMPLOYEE, THE PERIOD COVERED BY SUCH PAYMENT, AND THE DATE OF PAYMENT, AND A COPY OF ANY RECEIPT FORM PROVIDED BY OR AUTHORIZED BY THE WAGE AND HOUR DIVISION. THE CONTRACTOR SHALL ALSO DELIVER A COPY OF THE RECEIPT TO THE SERVICE EMPLOYEE AND FILE THE ORIGINAL, AS EVIDENCE OF PAYMENT BY THE CONTRACTOR AND RECEIPT BY THE SERVICE EMPLOYEE, WITH THE ADMINISTRATOR OR AN AUTHORIZED REPRESENTATIVE WITHIN 10 DAYS AFTER PAYMENT IS MADE.

(G) DISPUTES CONCERNING THE REQUIREMENTS OF THIS CLAUSE SHALL NOT BE SUBJECT TO THE GENERAL DISPUTES CLAUSE (52.223-1) OF THIS CONTRACT. SUCH DISPUTES SHALL BE RESOLVED IN ACCORDANCE WITH THE PROCEDURES OF THE DEPARTMENT OF LABOR SET FORTH IN 29 CFR PART 9. DISPUTES WITHIN THE MEANING OF THIS CLAUSE INCLUDE DISPUTES BETWEEN OR AMONG ANY OF THE FOLLOWING: THE CONTRACTOR, THE CONTRACTING AGENCY, THE U.S. DEPARTMENT OF LABOR, AND THE SERVICE EMPLOYEES UNDER THE CONTRACT OR ITS PREDECESSOR CONTRACT. THE CONTRACTING OFFICER WILL REFER ANY SERVICE EMPLOYEE WHO WISHES TO FILE A COMPLAINT, OR ASK QUESTIONS CONCERNING THIS CONTRACT CLAUSE, TO THE: BRANCH OF GOVERNMENT CONTRACTS ENFORCEMENT, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR, 200 CONSTITUTION AVENUE NW, WASHINGTON, DC 20210. CONTACT E-MAIL: DISPLACED@DOL.GOV.

(H) THE CONTRACTOR SHALL COOPERATE IN ANY REVIEW OR INVESTIGATION BY THE DEPARTMENT OF LABOR INTO POSSIBLE VIOLATIONS OF THE PROVISIONS OF THIS CLAUSE AND SHALL MAKE SUCH RECORDS REQUESTED BY SUCH OFFICIAL(S) AVAILABLE FOR INSPECTION, COPYING, OR TRANSCRIPTION UPON REQUEST.

(I) IF IT IS DETERMINED, PURSUANT TO REGULATIONS ISSUED BY THE SECRETARY OF LABOR (SECRETARY), THAT THE CONTRACTOR OR ITS SUBCONTRACTORS ARE NOT IN COMPLIANCE WITH THE REQUIREMENTS OF THIS CLAUSE OR ANY REGULATION OR ORDER OF THE SECRETARY, APPROPRIATE SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AGAINST THE CONTRACTOR OR ITS SUBCONTRACTORS, AS PROVIDED IN EXECUTIVE ORDER 13495, THE REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY, OR AS OTHERWISE PROVIDED BY LAW.

(J) THE CONTRACTOR SHALL TAKE SUCH ACTION WITH RESPECT TO ANY SUCH SUBCONTRACT AS MAY BE DIRECTED BY THE SECRETARY OF LABOR AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING THE IMPOSITION OF SANCTIONS FOR NONCOMPLIANCE. HOWEVER, IF THE CONTRACTOR, AS A RESULT OF SUCH DIRECTION, BECOMES INVOLVED IN LITIGATION WITH A SUBCONTRACTOR, OR IS THREATENED WITH SUCH INVOLVEMENT, THE CONTRACTOR MAY REQUEST THAT THE UNITED STATES,

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 42 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

THROUGH THE SECRETARY, ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES.

(K) THE CONTRACTING OFFICER WILL WITHHOLD, OR CAUSE TO BE WITHHELD, FROM THE PRIME CONTRACTOR UNDER THIS OR ANY OTHER GOVERNMENT CONTRACT WITH THE SAME PRIME CONTRACTOR, SUCH SUMS AS AN AUTHORIZED OFFICIAL OF THE DEPARTMENT OF LABOR REQUESTS, UPON A DETERMINATION BY THE ADMINISTRATOR, THE ADMINISTRATIVE LAW JUDGE, OR THE ADMINISTRATIVE REVIEW BOARD, THAT THERE HAS BEEN A FAILURE TO COMPLY WITH THE TERMS OF THIS CLAUSE AND THAT WAGES LOST AS A RESULT OF THE VIOLATIONS ARE DUE TO SERVICE EMPLOYEES OR THAT OTHER MONETARY RELIEF IS APPROPRIATE. IF THE CONTRACTING OFFICER OR THE ADMINISTRATOR, UPON FINAL ORDER OF THE SECRETARY, FINDS THAT THE CONTRACTOR HAS FAILED TO PROVIDE A LIST OF THE NAMES OF SERVICE EMPLOYEES WORKING UNDER THE CONTRACT, THE CONTRACTING OFFICER MAY, IN HIS OR HER DISCRETION, OR UPON REQUEST BY THE ADMINISTRATOR, TAKE SUCH ACTION AS MAY BE NECESSARY TO CAUSE THE SUSPENSION OF THE PAYMENT OF CONTRACT FUNDS UNTIL SUCH TIME AS THE LIST IS PROVIDED TO THE CONTRACTING OFFICER.

(L) SUBCONTRACTS. IN EVERY SUBCONTRACT OVER THE SIMPLIFIED ACQUISITION THRESHOLD ENTERED INTO IN ORDER TO PERFORM SERVICES UNDER THIS CONTRACT, THE CONTRACTOR SHALL INCLUDE A PROVISION THAT ENSURES—

(1) THAT EACH SUBCONTRACTOR WILL HONOR THE REQUIREMENTS OF PARAGRAPHS (B) THROUGH (C) OF THIS CLAUSE WITH RESPECT TO THE SERVICE EMPLOYEES OF A PREDECESSOR SUBCONTRACTOR OR SUBCONTRACTORS WORKING UNDER THIS CONTRACT, AS WELL AS OF A PREDECESSOR CONTRACTOR AND ITS SUBCONTRACTORS;

(2) THAT THE SUBCONTRACTOR WILL PROVIDE THE CONTRACTOR WITH THE INFORMATION ABOUT THE SERVICE EMPLOYEES OF THE SUBCONTRACTOR NEEDED BY THE CONTRACTOR TO COMPLY WITH PARAGRAPHS (D) AND (E) OF THIS CLAUSE; AND

(3) THE RECORDKEEPING REQUIREMENTS OF PARAGRAPH (F) OF THIS CLAUSE.

(END OF CLAUSE)

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

(A) DEFINITIONS. AS USED IN THIS PROVISION--

PERSON--

(1) MEANS--

(I) A NATURAL PERSON;

(II) A CORPORATION, BUSINESS ASSOCIATION, PARTNERSHIP, SOCIETY, TRUST, FINANCIAL INSTITUTION, INSURER, UNDERWRITER, GUARANTOR, AND ANY OTHER BUSINESS ORGANIZATION, ANY OTHER NONGOVERNMENTAL ENTITY, ORGANIZATION, OR GROUP, AND ANY GOVERNMENTAL ENTITY OPERATING AS A BUSINESS ENTERPRISE; AND

(III) ANY SUCCESSOR TO ANY ENTITY DESCRIBED IN PARAGRAPH (1)(II) OF THIS DEFINITION; AND

(2) DOES NOT INCLUDE A GOVERNMENT OR GOVERNMENTAL ENTITY THAT IS NOT OPERATING AS A BUSINESS ENTERPRISE.

SENSITIVE TECHNOLOGY--

(1) MEANS HARDWARE, SOFTWARE, TELECOMMUNICATIONS EQUIPMENT, OR ANY OTHER TECHNOLOGY THAT IS TO BE USED SPECIFICALLY--

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 43 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(I) TO RESTRICT THE FREE FLOW OF UNBIASED INFORMATION IN IRAN; OR

**(II) TO DISRUPT, MONITOR, OR OTHERWISE RESTRICT SPEECH OF THE PEOPLE OF IRAN;
AND**

(2) DOES NOT INCLUDE INFORMATION OR INFORMATIONAL MATERIALS THE EXPORT OF WHICH THE PRESIDENT DOES NOT HAVE THE AUTHORITY TO REGULATE OR PROHIBIT PURSUANT TO SECTION 203(B)(3) OF THE INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT (50 U.S.C. 1702(B)(3)).

(B) THE OFFEROR SHALL EMAIL QUESTIONS CONCERNING SENSITIVE TECHNOLOGY TO THE DEPARTMENT OF STATE AT CISADA106@STATE.GOV.

(C) EXCEPT AS PROVIDED IN PARAGRAPH (D) OF THIS PROVISION OR IF A WAIVER HAS BEEN GRANTED IN ACCORDANCE WITH 25.703-4, BY SUBMISSION OF ITS OFFER, THE OFFEROR—

(1) REPRESENTS, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT THE OFFEROR DOES NOT EXPORT ANY SENSITIVE TECHNOLOGY TO THE GOVERNMENT OF IRAN OR ANY ENTITIES OR INDIVIDUALS OWNED OR CONTROLLED BY, OR ACTING ON BEHALF OR AT THE DIRECTION OF, THE GOVERNMENT OF IRAN;

(2) CERTIFIES THAT THE OFFEROR, OR ANY PERSON OWNED OR CONTROLLED BY THE OFFEROR, DOES NOT ENGAGE IN ANY ACTIVITIES FOR

WHICH SANCTIONS MAY BE IMPOSED UNDER SECTION 5 OF THE IRAN SANCTIONS ACT. THESE SANCTIONED ACTIVITIES ARE IN THE AREAS OF DEVELOPMENT OF THE PETROLEUM RESOURCES OF IRAN, PRODUCTION OF REFINED PETROLEUM PRODUCTS IN IRAN, SALE AND PROVISION OF REFINED PETROLEUM PRODUCTS TO IRAN, AND CONTRIBUTING TO IRAN'S ABILITY TO ACQUIRE OR DEVELOP CERTAIN WEAPONS OR TECHNOLOGIES; AND

(3) CERTIFIES THAT THE OFFEROR, AND ANY PERSON OWNED OR CONTROLLED BY THE OFFEROR, DOES NOT KNOWINGLY ENGAGE IN ANY

TRANSACTION THAT EXCEEDS \$3,000 WITH IRAN'S REVOLUTIONARY GUARD CORPS OR ANY OF ITS OFFICIALS, AGENTS, OR AFFILIATES, THE PROPERTY AND INTERESTS IN PROPERTY OF WHICH ARE BLOCKED PURSUANT TO THE INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT (50 U.S.C. 1701 ET SEQ.) (SEE OFAC'S SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST

AT [HTTP://WWW.TREASURY.GOV/OFAC/DOWNLOADS/T11SDN.PDF](http://WWW.TREASURY.GOV/OFAC/DOWNLOADS/T11SDN.PDF)).

(D) EXCEPTION FOR TRADE AGREEMENTS. THE REPRESENTATION REQUIREMENT OF PARAGRAPH (C)(1) AND THE CERTIFICATION REQUIREMENTS OF PARAGRAPHS (C)(2) AND (C)(3) OF THIS PROVISION DO NOT APPLY IF—

(1) THIS SOLICITATION INCLUDES A TRADE AGREEMENTS NOTICE OR CERTIFICATION (E.G., 52.225-4, 52.225-6, 52.225-12, 52.225-24, OR COMPARABLE AGENCY PROVISION); AND

(2) THE OFFEROR HAS CERTIFIED THAT ALL THE OFFERED PRODUCTS TO BE SUPPLIED ARE DESIGNATED COUNTRY END PRODUCTS OR DESIGNATED COUNTRY CONSTRUCTION MATERIAL.

(END OF PROVISION)

232.704-70 INCREMENTALLY FUNDED FIXED-PRICE CONTRACTS.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 44 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(A) UPON RECEIPT OF THE CONTRACTOR'S NOTICE UNDER PARAGRAPH (C) OF THE CLAUSE AT [252.232-7007](#), LIMITATION OF GOVERNMENT'S OBLIGATION, THE CONTRACTING OFFICER SHALL PROMPTLY PROVIDE WRITTEN NOTICE TO THE CONTRACTOR THAT THE GOVERNMENT IS-

(1) ALLOTING ADDITIONAL FUNDS FOR CONTINUED PERFORMANCE AND INCREASING THE GOVERNMENT'S LIMITATION OF OBLIGATION IN A SPECIFIED AMOUNT;

(2) TERMINATING THE CONTRACT; OR

(3) CONSIDERING WHETHER TO ALLOT ADDITIONAL FUNDS; AND

(I) THE CONTRACTOR IS ENTITLED BY THE CONTRACT TERMS TO STOP WORK WHEN THE GOVERNMENT'S LIMITATION OF OBLIGATION IS REACHED; AND

(II) ANY COSTS EXPENDED BEYOND THE GOVERNMENT'S LIMITATION OF OBLIGATION ARE AT THE CONTRACTOR'S RISK.

(B) UPON LEARNING THAT THE CONTRACT WILL RECEIVE NO FURTHER FUNDS, THE CONTRACTING OFFICER SHALL PROMPTLY GIVE THE CONTRACTOR WRITTEN NOTICE OF THE GOVERNMENT'S DECISION AND TERMINATE FOR THE CONVENIENCE OF THE GOVERNMENT.

(C) THE CONTRACTING OFFICER SHALL ENSURE THAT, IN ACCORDANCE WITH PARAGRAPH (B) OF THE CLAUSE AT [252.232-7007](#), LIMITATION OF GOVERNMENT'S OBLIGATION, SUFFICIENT FUNDS ARE ALLOTTED TO THE CONTRACT TO COVER THE TOTAL AMOUNT PAYABLE TO THE CONTRACTOR IN THE EVENT OF TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

52.232-18 AVAILABILITY OF FUNDS.

AS PRESCRIBED IN 32.705-1(A), INSERT THE FOLLOWING CLAUSE:

AVAILABILITY OF FUNDS (APR 1984)

FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS CONTRACT. THE GOVERNMENT'S OBLIGATION UNDER THIS CONTRACT IS CONTINGENT UPON THE AVAILABILITY OF APPROPRIATED FUNDS FROM WHICH PAYMENT FOR CONTRACT PURPOSES CAN BE MADE. NO LEGAL LIABILITY ON THE PART OF THE GOVERNMENT FOR ANY PAYMENT MAY ARISE UNTIL FUNDS ARE MADE AVAILABLE TO THE CONTRACTING OFFICER FOR THIS CONTRACT AND UNTIL THE CONTRACTOR RECEIVES NOTICE OF SUCH AVAILABILITY, TO BE CONFIRMED IN WRITING BY THE CONTRACTING OFFICER.

(END OF CLAUSE)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK02	AMENDMENT/MODIFICATION NO. 14	PAGE 45 of 45	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

	Pages
Attachment 1 -PastPerformanceRecordForm	1
Attachment 2 -QASP	9
Attachment 3 -QASP Matrix	14
Attachment 4- DD Form 254	10
DOD Contract	
Security Classification Specification	
Attachment 5 - [REDACTED]	10