

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
173. EFFECTIVE DATE
23-Mar-20174. REQUISITION/PURCHASE REQ. NO.
N3904017CDRMOD5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N39040

7. ADMINISTERED BY (If other than Item 6)

CODE

PORTSMOUTH NAVAL SHIPYARD

Contracting Division, Code 410 Bldg 153, 6th Floor

Kittery ME 03904

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)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4026 / N00178-04-D-4026-FK08

10B. DATED (SEE ITEM 13)

29-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.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- 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)

23-Mar-2017

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-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to correct CLIN 5001 by changing CLIN 5001AB and 5001AC to 5001AA and 5001AB respectively. This corrects an error carried forward since mod 08 and resolves CDR # G458422. A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 1 of 38	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	ENGINEERING AND TECHNICAL SERVICES--LABOR OUTLINED IN SECTION C. (O&MN,N)	█	MO	█	\$732,252.96
500001	R425	(O&MN,N)				
5001						\$738,173.04
5001AA	R425	OPTION ITEM IAW the Performance Work Statement (PWS). Period of Performance: 01 April 2014- 31 MAR 2015. (O&MN,N)	█	MO	█	\$369,086.52
5001AB	R425	Incremental Funding (O&MN,N)	█	MO	█	\$369,086.52
8000						\$773,076.00
8000AD	R425	OPTION (O&MN,N)	█	MO	█	\$386,538.00
8000AE	R425	Incremental Funding (O&MN,N)	█	MO	█	\$193,269.00
8000AF	R425	Incremental Funding (O&MN,N)	█	MO	█	\$193,269.00
8001	R425	Option Item, IAW the Performance Work Statement (PWS). Period of Performance: 01 April 2016 through 30 September 2016. (O&MN,N)	█	MO	█	\$386,538.00
800101	R425	Incremental Funding for CLIN 8001. (O&MN,N)				

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 2 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement Code 290 Combat Systems, URO/MRC SHAPEC Support FY13

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

SCOPE

The Contractor, in support of Portsmouth Naval Shipyard's Ships Availability Planning and Engineering Center (SHAPEC) is tasked to issue standardized written work instructions for all Depot (D)-level maintenance on 688 and 774 class Submarines. This tasks requires the development of required Work Breakdown Structure (WBS), developing technical ties within this WBS, identifying what material is required for the work authorized and provide the necessary certification documentation within the work Instructions.

- 1.1 The contractor shall have a working knowledge of the following Software; Advanced Industrial Management (AIM) and Material Requirements (MRQT)
- 1.2 The contractor shall provide technical support to develop the correct WBS based on the authorized work package for any project that SHAPEC is working.
- 1.3 The contractor shall provide technical support to develop budget guidance and workload. The Authorized Availability work package will be used to determine what tasks are needed to be developed.
- 1.4 The contractor will provide technical support to develop review and edit Job Summaries.
- 1.5 The contractor shall provide technical support to develop prepare and review Task Group Instructions (TGIs).
- 1.6 The contractor shall provide technical support to research and order material necessary for authorized work.
- 1.7 The contractor shall provide technical support to develop review Deficiency Form (DF) problems (DLs and DRs) for availabilities assigned to SHAPEC and use this information to update the work instruction with Lessons learned.
- 1.8 The above-mentioned duties will occur at the contractor's site, at Portsmouth Naval Shipyard or at other sites as specified by the Shipyard
- 1.9 The contractor will perform independent reviews of SHAPEC Job summaries and TGI's
- 1.10 The period of performance is from 01 April 2013 through 31 March 2014, with two (2) one (1) year options.

1.11 MANAGEMENT AND ADMINISTRATION

HOURS OF WORK

The contractor will be required to conform to the work schedule as dictated by the SHAPEC Director. A ½ hour non billable lunch must be taken if working eight hours or more. The work shift may start no earlier than 0530 hrs and end no later than 1700 hrs.

WORK LOAD

The contractor shall provide technical support to develop Job Summaries, prepare Task Group Instructions (TGIs), and provide Quality Assurance (QA) and review services for above products on Submarines in preplanning in FY13. During this period SHAPEC shall be actively planning 15 Chief of Naval operations (CNO) major availabilities.

TASK REQUIREMENTS

Task requirements as described below are indicative of expected requirements and should not be considered all-inclusive of the tasking that may be required, nor will every requirement described below necessarily be requested of the contractor if, as work progresses, an alternative and more efficient method is found to perform the work. Program specific information will be provided by the government when applicable. The contractor must have some experience with the below submarine systems.

- Torpedo Tubes
- Weapons Handling and Stowage
- 3 Inch Launcher
- Signal Ejectors
- Vertical Launch
- Torpedo Ejection
- Radar
- Navigation
- Sonar, Active & Passive
- Radio
- Fire Control

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 3 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Subtask:

1. **Job Summaries:** A Job Summary establishes the boundary for work in a Ship's Work List Item Number (SWLIN) based on some common relationship. A Job Summary is a group of Component Unit (CU) Phases that accomplish work in a SWLIN and provides a structured collection of specialized information to enable further work, scheduling and management review of the work. The contractor will develop Job Summaries and order material using Advanced Industrial Management (AIM) and Material Requirements (MRQT), respectively. The contractor will provide SHAPEC on-site technician support for development of Job Summaries for the above systems when authorized by a submarine hull specific AWP.

The Contractor shall:

- Review the line items assigned to them by SHAPEC Management from the AWP and determine the necessary phases of work required to complete the authorized work.
- Review for correct WBS IAW Job Summary guidelines update as necessary
- Use the Advanced Industrial Management (AIM) software copy phases from a history project or create new CU phases.
- Review or create tasks at the shop trade skill level to complete work
- Review and identify hours and duration for each task and verify that they are IAW Job summary guidelines and corporate SHAPEC estimates
- Use the Advanced Industrial Management (AIM) software and the Job summary guidelines create or review that each phase of work is properly tied to line items, references, special requirements, area of responsibilities and related other work.
- Identify or update the required material needed using maintenance standards, drawings input these into Material Requirements software (MRQT)
- The contractor will be provided access to the Shipyard Local Area Network (LAN), as required to access information and to develop Job Summaries. Prior to being allowed access to the Shipyard LAN, CONTRACTOR employees must read and understand the Shipyard Computer Security Handbook 1996 (copy provided) and sign off that this training is complete. The contractor must also comply with SECNAVINST 5239.2 and PTSMHINST 5239.2A (copies provided).

The Contractor's Senior Technician shall perform all the above and provide guidance to Junior Technician when necessary. These tasks would include determining correct hull to use as a template when there is not a clear match. Determining what hull to use for lessons learned when there is not a clear choice. Perform independent reviews to insure that Job Summaries meet above requirements

MEASURABLE PERFORMANCE for SUBTASK 1.

- Contractor shall Prepare/edit 50 Job Summaries

Subtask:

2. **Task Group Instructions (TGIs)**

A TGI is the AIM document that provides detailed work instructions and technical information for accomplishment of specific work in a Component Unit Phase. The contractor shall prepare TGIs using templates and a database provided by the Shipyard. The Shipyard shall assist with AIM training. The contractor shall be provided access to the Shipyard Local Area Network (LAN) as required to access information and to prepare or revise TGIs.

The Contractor shall:

- Review AWP and Job Summary and determine scope of work
- Identify best project to roll TGI from by comparing like work and using SHAPEC requirements matrix.
- Review applicable drawings and other technical documentation that applies and update TGI for applicable hull.
- Review and insure that TGI meets all requirements IAW the SHAPEC TGI Guidelines
- Review and insure that technical information in the TGI meets the requirements of the SUBSAFE program, Level 1 material control program, Scope of cert program, fly by wire program, Deep diving general specification manual (DDGOS), Submarine maintenance standards, Tech manuals and applicable drawings as required.
- Be provided access to the Shipyard Local Area Network (LAN), as required to access information and to develop Job Summaries. Prior to being allowed access to the Shipyard LAN, CONTRACTOR employees must read and understand the Shipyard Computer Security Handbook 1996 (copy provided) and sign off that this training is complete. The contractor must also comply with SECNAVINST 5239.2 and PTSMHINST 5239.2A (copies provided).

The Contractor's Senior Technician will perform all the above and provide guidance to Junior Technician when necessary. These

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 4 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

tasks would include determining correct hull to use as a template when there is not a clear match. Determining what hull to use for lessons learned when there is not a clear choice. Perform independent reviews to insure that TGI's meet above requirements

MEASURABLE PERFORMANCE for SUBTASK 2.

Contractor shall Prepare/edit 1000 TGI's

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Subtask:

3. Contractor shall provide Deficiency Forms (DLs, and SHAPEC action request forms (SHARS) all labor categories. DLs identify problems found by the waterfront codes during issue or accomplishment of TGIs which require resolution. DRs report problems which are beyond the scope of authorized work and/or shipboard deficiencies as result of inspections required by TGIs. The contractor will investigate and review these and update information in Job summaries and TGI's that the contractor is assigned .

The Contractor shall:

- Review SHAPEC requirements matrix and HIT KIT for the same job that is assigned and insure that all lessons learned are incorporated into TGI.
- Review DR's that have been identified as applicable to your job by SHAPEC management and incorporate as necessary.
- Review SHARS and incorporate as necessary

MEASURABLE PERFORMANCE for SUB TASK 3

- Review hit KIT for 900 TGI's written
- Review Hit Kit for 60 Job summaries prepared / edited
- Review 25 SHARS

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Subtask: Sales Cost Estimates. All labor categories.

4. The contractor will prepare cost estimates resulting from Job Summary and additional ShipAlts authorized.

The Contractor shall:

Review the estimate at the task level and verify that it meets the requirements of the SHAPEC guidelines. Update as necessary. Compare estimates to corporate planning estimates and make sure they are equal for like work.

MEASURABLE PERFORMANCE for SUBTASK 4.

- Review estimates for 50 Job Summaries

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Subtask: Quality Control Senior technician

5. The contractor will provide detailed reviews of software products to ensure compliance with established procedures.

The Contractor shall:

- Perform independent reviews of TGIs and insure that they meet the requirements of the TGI guidelines and all referenced technical information
- Provide Independent Review of Job summaries and insure that they meet the requirements of the job summary guidelines and all referenced technical information.
- Provide Independent review of the required URO/MRC requirements to insure that all required URO/MRC's are covered by the TGI.

MEASURABLE PERFORMANCE for SUBTASK 5.

- Senior Tech review 1000 TGIs
- Senior Tech review 200 Weld/URO/MRC Reviews
- Senior Tech review 200 Job Summaries

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CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 5 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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GENERAL MEASURABLE PERFORMANCE

The contractor will be measured in performance of assigned duties by complying with established SHAPEC policies and procedures including adherence to schedules. The contractor will be required to complete all work assigned IAW with the SHAPEC due date per their work l

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Training Requirements

The contractor will be required to participate in the required annual training offered by the SY in order to be to perform above tasks. This training will be conducted onsite online or classroom.. These will include but not limited to.

- Automated Industrial Management System Training
- SUBSAFE Training
- Fly by wire training
- Scope of certification training
- Security training (computer and plant)

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PROGRESS REPORTS

The contractor will submit technical and financial progress reports in accordance with requirements of the contract.

SECURITY CLEARANCE

A DOD Final Confidential clearance is required.

PERSONNEL SECURITY REQUIREMENTS

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

The work to be performed under this contract requires a **DOD Final Confidential 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 Confidential Clearance, and contractors personnel to include subcontractor must possess proof of US citizenship as a minimum.

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PERSONNEL AND SECURITY REQUIREMENTS

The contractor shall provide detailed reviews of software products to ensure compliance with established procedures.

BADGING

The Contractor shall require a Common Access Card (CAC) in order to gain access to the Shipyard. The Shipyard is transitioning to the Navy Commercial Access Control System (NCACS). Depending on the timing of the transition the Contractor may have to register with NCACS to receive a CAC like card to access the Shipyard

The Contractor shall not require access to Nuclear Work Areas (NWA) and engine rooms of nuclear powered submarines.

PERSONNEL:

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* Asterisks denotes resumes required.

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*Sr. Engr Tech, Mech
Engineering Tech, Mech
Total Hours



PERSONNEL QUALIFICATIONS

The following are descriptions of the minimum experience and educational requirements identified by the Government as

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 6 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

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 Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

All labor categories require U.S. Citizenship.

* Asterisks denotes resumes required

***SENIOR MECHANICAL ENGINEERING TECHNICIAN (SHAPEC & WF SPRT)**

MINIMUM REQUIREMENTS:

-
- 1. A minimum of Three (3) years training and experience with the Advanced Industrial Management system (AIM);**
and
- 2. A minimum of Fifteen (15) years experience involving design, drawing development for construction, conversion or the overhaul and repair of deep submergence vehicles, submarines and submarine rescue vehicles, with at least two (2) of these years spent checking Engineering drawings in one or more of the disciplines described below:**

1. Naval Architecture

- a. Foundations
- b. Primary/Secondary Structures
- c. Sheet Metal
- d. Arrangement of Equipment
- e. Weight & Moment and Stability
- f. URO/MRC Hull Survey
- g. Preservation, Coatings, and Coverings

2. Mechanical

- a. Hydraulics
- b. Air Conditioning and Ventilation
- c. Air/Gases
- d. Seawater/Freshwater
- e. Propulsion

3. Mechanical (Code 290, CSO)

- a. Torpedo Tubes
- b. 3" Launcher (Need to also have knowledge and experience with a., c., or d..)
- c. Weapons Handling
- d. Vertical Launch System
- e. Masts and Antennas
- f. Towed Array Systems

4. Electrical/Electronics

- a. Power and Lighting
- b. Interior Communications
- c. Wireways Cable Routing
- d. Electrical/Electronics Systems
- e. SONAR Systems
- f. RADAR Systems

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 7 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

g. Navigation Systems

ENGINEERING TECHNICIAN (SHAPEC & WF SPRT)

MINIMUM REQUIREMENTS:

1 A minimum of six (6) months training and experience with the Baseline Advanced Industrial Management system (BAIM); and

2 A minimum of five (5) years experience involving design, drawing development for construction, conversion or the overhaul and repair of deep submergence vehicles, submarines and submarine rescue vehicles, with at least two (2) of these years spent checking Engineering drawings in one or more of the disciplines described below:

1. Naval Architecture

- a. Foundations**
- b. Primary/Secondary Structures**
- c. Sheet Metal**
- d. Arrangement of Equipment**
- Wright & Moment and Stability**
- URO/MRC Hull Survey**
- Preservation, Coatings, and Coverings**

2. Mechanical

- a. Hydraulics**
- b. Air Conditioning and Ventilation**
- c. Air/Gases**
- d. Seawater/Freshwater**
- e. Propulsion**

3. Mechanical (Code 290, CSO)

- a. Torpedo Tubes**
- b. 3" Launcher (Need to also have knowledge and experience with a., c., or d.)**
- c. Weapons Handling**
- Vertical Launch System**
- Masts and Antennas**
- Towed Array Systems**

4. Electrical/Electronics

- a. Power and Lighting**
- b. Interior Communications**
- c. Wireways Cable Routing**
- d. Electrical/Electronics Systems**
- SONAR Systems**
- RADAR Systems**
- Navigation Systems**

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

Purchase Division
Portsmouth Naval Shipyard
Portsmouth, NH 03801-2590

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 8 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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:


 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 period, and the cumulative
- * Materials and other Direct Cost Items Expended
- * 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

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 (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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 9 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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**

If the Contractor, its personnel and/or is 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.

CLAUSES INCORPORATED BY FULL TEXT

VENDOR ACCESS TO PORTSMOUTH NAVAL SHIPYARD (C7F518)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 10 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 11 of 38	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
KITTEERY, ME. 03904

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 12 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

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

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,

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 13 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 14 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

5000	4/1/2013 - 3/31/2014
5001AA	4/1/2014 - 9/30/2014
5001AB	10/1/2014 - 3/31/2015
8000AD	4/1/2015 - 3/31/2016
8000AE	4/1/2015 - 3/31/2016
8000AF	4/1/2015 - 3/31/2016
8001	4/1/2016 - 9/30/2016

CLIN - DELIVERIES OR PERFORMANCE

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

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

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

Base Year:

5000 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

Option Year 2:

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

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 15 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

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	FK08
Issuing Office DODAAC	N00189
Admin Office DODAAC	N00189
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
Acceptance At Other	
Local Processing Office (Certifier)	N39040
DCAA Office DODAAC (Used on Cost Voucher's only)	
Paying Office DODAAC	N68732
Acceptor/COR Email Address	WAWF-39040@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
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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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 16 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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;

(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), 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., if 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 pr

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 17 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 using the 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:

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.

(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 in 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 in 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 in the previous ACRN before paying from the next ACRN in the sequence order specified below:

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 18 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 same 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.

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

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 (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 19 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

TOM

Portsmouth Naval Shipyard
Address: Bldg 92, 2nd Flr

(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 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. TechnicalInterface

(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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 20 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

(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.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 21 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- 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.

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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 [REDACTED] 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.

(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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 22 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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- \$183,063.25

(01 July), (2013) \$183,063.25

(01 Oct), (2013) \$366,126.46

(01 Jan), (2014) \$183,063.25

1st Year Option:

(01Apr), (2014) \$184,543.25

(01Jul), (2014) \$184,543.25

(01Oct), (2014) \$184,543.25

(01Jan), (2015) \$184,543.25

2nd Year Option:

(01Apr), (2015) \$193,269.00

(01Jul), (2015) \$193,269.00

(01Oct), (2015) \$193,269.00

(01Jan), (2016) \$193,269.00

FAR 52.217-8 Option to Extend Services

(01Apr), (2016) \$193,269.00

(01Jul), (2016) \$193,269.00

As of Mod FK0816, this task order has been fully funded.

(End of clause)

NMCARS 5237.102(90)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 23 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

"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>

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.

Accounting Data

SLINID	PR Number	Amount
500001	N3904013RC30390	183063.25

LLA :

BASE Funding 183063.25
Cumulative Funding 183063.25

MOD 01 Funding 0.00
Cumulative Funding 183063.25

MOD 02

500001	N3904013RC30390	183063.25
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LLA :

MOD 02 Funding 183063.25
Cumulative Funding 366126.50

MOD 03

500001	N3904013RC30390	366126.46
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LLA :

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 24 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 03 Funding 366126.46
Cumulative Funding 732252.96

MOD 04

5001AB N3904014RQ40234 184543.25
LLA :

[REDACTED] [REDACTED]
[REDACTED]

MOD 04 Funding 184543.25
Cumulative Funding 916796.21

MOD 05

5001AB N3904014RQ40234 184543.25
LLA :

[REDACTED] [REDACTED]
[REDACTED]

MOD 05 Funding 184543.25
Cumulative Funding 1101339.46

MOD 06

5001AC N3904015RQ50039 184543.25
LLA :

[REDACTED] [REDACTED]
[REDACTED]

MOD 06 Funding 184543.25
Cumulative Funding 1285882.71

MOD 07

5001AC N3904015RQ50039 184543.25
LLA :

[REDACTED] [REDACTED]
[REDACTED]

MOD 07 Funding 184543.25
Cumulative Funding 1470425.96

MOD 08 Funding 0.00
Cumulative Funding 1470425.96

MOD 09 Funding 0.00
Cumulative Funding 1470425.96

MOD 10

8000AD N3904015RQ500398000 193269.00
LLA :

[REDACTED] [REDACTED]
[REDACTED]

MOD 10 Funding 193269.00
Cumulative Funding 1663694.96

MOD 11

8000AD N3904015RQ500398000 193269.00
LLA :

[REDACTED] [REDACTED]
[REDACTED]

MOD 11 Funding 193269.00
Cumulative Funding 1856963.96

MOD 12

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 25 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

8000AE 3904015RQ60010 193269.00
LLA :

[REDACTED]

MOD 12 Funding 193269.00
Cumulative Funding 2050232.96

MOD 13 Funding 0.00
Cumulative Funding 2050232.96

MOD 14

8000AF N3904016RQ600108000 193269.00
LLA :

[REDACTED]

MOD 14 Funding 193269.00
Cumulative Funding 2243501.96

MOD 15

800101 N3904016RQ600108001 193269.00
LLA :

[REDACTED]

MOD 15 Funding 193269.00
Cumulative Funding 2436770.96

MOD 16

800101 N3904016RQ600108001 193269.00
LLA :

[REDACTED]

MOD 16 Funding 193269.00
Cumulative Funding 2630039.96

MOD 17 Funding 0.00
Cumulative Funding 2630039.96

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 26 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

HOLIDAYS & CURTAILMENTS

The following holidays 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
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Day after Thanksgiving
Christmas Day	25 December

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.

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PERSONNEL REQUIREMENTS

(a) Certain skilled experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Asterisks next to the Labor categories denotes resumes are required and must be submitted for evaluation in the proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or is expecting to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer, and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with employees of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of this approval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of personnel who have been

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 27 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resulting reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the Contractor may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(e) Personnel for this contract are designated by asterisks in Section C.

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, 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 Fire 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;

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 28 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- 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.

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.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 29 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 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)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 30 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[] (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 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))

[X] (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 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-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 31 of 38	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 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 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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 32 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 33 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 DAYS PRIOR TO PERFORMANCE COMPLETION.

(2) IMMEDIATELY UPON RECEIPT OF THE CERTIFIED SERVICE EMPLOYEE LIST BUT

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 34 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 35 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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--

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 36 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**(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.

(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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 37 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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-FK08	AMENDMENT/MODIFICATION NO. 17	PAGE 38 of 38	FINAL
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SECTION J LIST OF ATTACHMENTS

	Pages
Attachment 1 –Past Performance Record Form	1
Attachment 2 -QASP	9
Attachment 3 -QASP Matrix	14
Attachment 2- DD Form 254	10
DOD Contract Security Classification Specification	
Attachment 5 -Wage Determination ████████████████████	10