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Cost Mgmt & Reporting	<p>Contractor regularly experiences cost overruns. Cost reports are late and contain errors. Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete. Subcontractor invoices are rarely paid in a timely manner.</p>	<p>Contractor may experience occasional cost overruns. Cost reports are occasionally late and/or contain errors. Invoices are occasionally late or contain errors.</p> <p>Supporting detail contains occasional errors.</p> <p>Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns.</p> <p>Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>	<p>Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner. Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>
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Other Direct Cost (ODC)	<p>ODCs are not accurately or timely reported or invoiced.</p> <p>Errors are not quickly corrected. Does not comply with contract requirements for ODC authorizations. Burdened unit costs usually higher than proposed.</p>	<p>ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner. Occasionally does not comply with authorization requirements in contract.</p> <p>Burdened unit costs are frequently higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected. Contractor complies with contract requirements for ODC authorization 96% of time.</p> <p>Burdened unit costs are rarely higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected. Contractor complies with contract requirements for ODC authorization 98% of time. Burdened unit costs are occasionally lower than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Contractor complies with contract requirements for ODC authorization 100% of time. Burdened unit costs are often lower than proposed.</p>
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E.4 AWARD TERM PLAN

1. INTRODUCTION

The QASP is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the PCO. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described in the Section E, Quality Assurance Surveillance Plan (QASP). All TDO/PCO decisions regarding the award-term evaluation and the nature and success of the contractor's performance—are final and not subject to dispute. The award term will be provided to the contractor through unilateral contract modifications as determined by the TDO.

2. ORGANIZATION

The award-term organization includes the PCO/TDO, the Contract Specialist, the COR and project-specific Subject Matter Experts (SMEs).

3. RESPONSIBILITIES

The responsibilities of the award-term organization are as specified in paragraph E.3.6 of the QASP.

4. AWARD-TERM PROCESSES

a. Award-Term Evaluation. Evaluation results will be based on the contractor's performance during each evaluation period.

b. Evaluation Criteria. Any changes to award term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.

c. Informal Interim Evaluation Process. The PCO may provide informal interim evaluation results

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and notifies the contractor of the strengths and weaknesses for the current evaluation period. The PCO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (CLIN 7300) will be awarded shall occur in Option 2 in accordance with the schedule in paragraph E.3.6.5 of the QASP. The "end of period" evaluation for the second award term (CLIN 7400) shall also be in accordance with the QASP schedule.

5. AWARD-TERM PLAN CHANGE PROCEDURE

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000
 7001
 7100
 7200
 7201
 7202
 7203
 7204
 7205
 7206
 7207
 7208
 7209
 7210
 7211
 9000
 9001
 9100
 9200
 9201
 9202
 9203
 9204
 9205
 9206
 9207
 9208
 9209
 9210

CLIN - DELIVERIES OR PERFORMANCE

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

7000
 7099
 9000

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

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7100

7199

7200

7299

9100

9200

The periods of performance for the Award Term Items are as follows:

7300

7399

7400

7499

9300

9400

Services to be performed hereunder will be provided as NSWCDD, Dahlgren, VA.

Note: Periods of Performance may be adjusted to align with award date.

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SECTION G CONTRACT ADMINISTRATION DATA

G. 1 ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

G.2 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

G.3 CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this Task Order:

G.4 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

(a) Name: James Doerr

Code: Code 023

Address: Naval Surface Warfare Center, Dahlgren Division

17632 Dahlgren Road, Suite 157

Dahlgren, Virginia 22448-5100

Phone: (540) 653-7081

E-mail: james.doerr@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the PCO or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

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Contract Specialist:

(a) Name: Christiane Wolfe
 Code: 023Address: Naval Surface Warfare Center, Dahlgren Division
 17632 Dahlgren Road, Suite 157
 Dahlgren, Virginia 22448-5100
 Phone: (540) 653-8724
 E-mail: christiane.r.wolfe@navy.mil

(b) The Contract Specialist is the representative of the PCO for all contractual matters.

Administrative Contracting Officer (ACO)

(a) Name: Lisa D. McIntyre
 Code:
 Address: 10500 Battleview Parkway Suite 200
 Manassas, VA 20109
 Phone: 703-530-3202
 E-mail: Lisa.McIntyre@dcma.mil

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the PCO for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officers Representative (COR):

(a) Name: Bret Coons
 Code: E03A
 Address: Naval Surface Warfare Center, Dahlgren Division
 6213 Caskey Road Bldg. 113
 Dahlgren, Virginia 22448-5100
 Phone: (540) 653-6183
 E-mail: bret.coons@navy.mil

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

Alternate Contracting Officers Representative (ACOR):

(a) Name:
 Code:
 Address: (to be identified in the Task Order award document)
 Phone:
 FAX:
 E-mail:

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

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Subject Matter Experts:

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified at the Technical Instruction level.

G.5 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

_____ Cost Voucher _____

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

_____ N00178 _____

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N00178

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Issue By DoDAAC	N00178
Admin DoDAAC	N00178
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HQ0338
Other DoDAAC(s)	Not Applicable

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

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

Christiane.r.wolfe@navy.mil, revonna.d.waring@navy.mil

(g) *WAWF point of contact.*

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

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

G.6 HQ-G-02-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

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

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G.7 Ddl-G12 POST AWARD MEETINGS

- (a) A Post Award Meeting with the successful Offeror will be conducted within fifteen (15) working days after award of the contract. The meeting will be held at (to be identified at Task Order award)
- (b) The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contracting Officer.
- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.
- (d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0009. The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contract Specialist.

Accounting Data

SLINID	PR Number	Amount

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Performance Work Statement (PWS), the Government desires Key Personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be **desired** for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the key personnel labor categories are considered key. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

H.2 KEY PERSONNEL –LABOR CATEGORY QUALIFICATIONS

Program Manager - Ten (10) years professional technical experience that reflects the following:

- a. Eight years specialized experience in the development and evaluation/testing of major weapons systems. Experience with Navy and/or Marine Corps systems is preferred.
- b. Six years demonstrated Program Management experience over efforts of comparable size and complexity to this requirement, to include management over subcontractor efforts.
- c. Quality Assurance experience including ISO 9000 programs; and life cycle planning and costing experience.

Senior Engineer (T&E) - Eight (8) years experience dealing with the concept design and engineering, and test and evaluation of weapon systems components, subsystems, and systems. Navy and/or Marine Corps related experience is preferred.

Senior Engineer (EMS) - Five (5) years experience in Environmental Management System planning, and execution as well as internal program evaluation and assessments.

Engineer (T&E) - Three (3) years experience dealing with the concept design and engineering, and test and evaluation of weapon systems components, subsystems, and systems. Navy and/or Marine Corps related experience is preferred.

H.3 NON-KEY PERSONNEL – LABOR CATEGORY MINIMUM QUALIFICATIONS

In order to provide additional clarification to the Performance Work Statement, minimum qualifications are provided for non-key personnel. The contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this order, the contractor shall provide written certification stating the individual's name, labor category, and certification that the individual meets or exceeds the minimum qualifications of the labor category. This written certification shall be made by email to the Contract Specialist and the COR.

Engineering Technician I - One (1) year in one or a combination of such experience as:

- a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
- b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.

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c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and draws simple curves and graphs.

Engineering Technician II - Three (3) years of experience in one or a combination of such experience as:

- a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment;
- b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors;
- c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

Engineering Technician III - Five (5) years of experience in one or a combination of such experience as:

- a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions;
- b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
- c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and records test data;
- d. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.
- e. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications, and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

Engineering Technician IV - Seven (7) years of experience in one or a combination of such experience as:

- a. Developing or reviewing designs by extracting and analyzing a variety of engineering data, applying conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and parts lists. (Examples of designs include: detailed circuit diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts).
- b. Conducting tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures, preparing and operating equipment, recording data, measuring and recording problems of significant complexity that sometimes require resolution at a higher level, and analyzes data and prepares test reports.
- c. Applying methods outlined by others to limited segments of research and development projects, constructing experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary and recording and evaluating data and reports findings.

Engineers Technician V - Nine (9) years of experience in one or a combination of such experience as:

- a. Designs, develops, and constructs major units, devices, or equipment; conducts tests or experiments; analyzes results and redesigns or modifies equipment to improve performance; and reports results.

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b. From general guidelines and specifications (e.g., size or weight requirements), develops designs for equipment without critical performance requirements that are difficult to satisfy such as engine parts, research instruments, or special purpose circuitry. Analyzes technical data to determine applicability to design problems; selects from several possible design layouts; calculates design data; and prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. May check and analyze drawings or equipment to determine adequacy of drawings and design.

c. Plans or assists in planning tests to evaluate equipment performance. Determines test requirements, equipment modification, and test procedures; conducts tests using all types of instruments; analyzes and evaluates test results, and prepares reports on findings and recommendations.

Engineering Technician VI - Eleven (11) years of experience in one or a combination of the following:

a. Prepares designs and specifications for various complex equipment or systems (e.g., a heating system in an office building, or new electronic components such as solid state devices for instrumentation equipment).

b. Plans approach to solve design problems; conceives and recommends new design techniques; resolves design problems with contract personnel, and assures compatibility of design with other parts of the system.

c. Designs and coordinates test set-ups and experiments to prove or disprove the feasibility of preliminary design; uses untried and untested measurement techniques; and improves the performance of the equipment. May advise equipment users on redesign to solve unique operational deficiencies.

d. Plans approach and conducts various experiments to develop equipment or systems characterized by (a) difficult performance requirements because of conflicting attributes such as versatility, size, and ease of operation; or (b) unusual combination of techniques or components. Arranges for fabrication of pilot models and determines test procedures and design of special test equipment.

Technical Writer I - Two (2) years of experience: Experience revising or writing standardized material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment.

Technical Writer II - Four (4) years of experience in revising/writing material that is mostly standardized for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment.

Technical Writer III - Seven (7) years of experience in developing, writing, and editing material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment, receives assignment from supervisor, observes production, developmental, and experimental activities to determine operating procedure and detail.

Unexploded Ordnance (UXO) Technician III - Eight (8) years of experience in performing the following: reconnaissance and classification of UXO; identification of U.S. and foreign guided missiles, bombs and bomb fuses, projectiles and projectile fuses, grenades and grenade fuses, rockets and rocket fuses, land mines and associated components, pyrotechnic items, military explosives and demolition materials.

Engineering Aide – Six (6) months experience that focuses on providing test support in a laboratory or field-test environment, low level data analysis, and/or related support.

H.4 REQUIREMENTS FOR SPECIAL QUALIFICATIONS/CERTIFICATIONS

a. Requirements: The requirements noted below derive from the regulations noted in paragraph 2.0 of the Section C PWS. Medical examinations and certifications are required in order for an employee to be

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considered qualified. Therefore, the expense shall be borne by the contractor.

- (1) Explosive Driver (IAW NSWCDLINST 8020.1 Series, NAVSEA approved training/refreshers)
Contractor shall drive government vehicles and transport ammunition or explosives on-site at NSWCD and off-site in the performance of Section C tasking.
- (2) On-Station/Off-Station Driver (IAW NAVFAC approved procedures)
- (3) Material Handling Equipment (MHE) operator (Explosive & Non-Explosive) (IAW NSWCDLINST 8020.1 Series (explosive), NAVSEA approved training/refreshers)
- (4) Weight Handling Equipment (WHE) operator (4 different categories, rigging) (IAW NSWCDLINST 8020.1 Series, NAVFAC P-307/Navy Crane Center, NAVFAC Approved Training/Procedures, NAVSEA Approved Training)
- (5) Ammunition Shipper (IAW NSWCDLINST 8020.1 Series)
- (6) Vehicle Inspector (IAW NSWCDLINST 8020.1 Series)
- (7) Pneumatic Nail Gun Operator (IAW NSWCDLINST 8020.1 Series)
- (8) Range Control Boat Lookout/Captain (IAW NSWCD Range Safety Director Training Matrix)
- (9) Explosive Handler/Ordnance Worker (IAW NSWCDLINST 8020.1 Series)
- (10) Explosive Waste Worker (IAW NSWCDLINST 8020.1 Series)
- (11) RSSI qualifications (IAW NSWCDLINST 8020.1 Series)
- (12) Gun Captain (IAW NSWCD Range Safety Director Training Matrix)
- (13) Lookout (IAW NSWCD Range Safety Director Training Matrix)
- (14) Console Operator (IAW NSWCD Range Safety Director Training Matrix)
- (15) Air Communications (IAW NSWCD Range Safety Director Training Matrix)
- (16) LCM8 Operator (IAW NSWCD Range Safety Director Training Matrix)
- (17) Laser Surveillance (IAW NSWCD Range Safety Director Training Matrix)
- (18) X-ray Radiographer Assistant (IAW Radiological Affairs Support Program (RASP) and NAVMED P-5055)
- (19) UXO-Related Activities (IAW DDESB TP 18)

b. Certifications: Individual labor category qualifications are identified in the above clauses H.2 and H.3 entitled "Labor Category Qualifications". Accomplishment of the Performance Work Statement also requires that personnel assigned to the Task Order also possess the specialized qualifications noted above in paragraph a. above. It is not anticipated that any of the above specialized qualifications/certifications require a dedicated individual, nor must every individual working under the order possess a certification. An individual may possess one or more of the above certifications; multiple certifications are desired.

H.5. 5252-237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

H.6 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement Resumed Key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the task order. The COR will provide current Navy labor rate tripwire information upon request.

(e) Based on the Key Labor Category Desired Qualifications listed above and the PWS, the contractor will elect and manage the workforce supporting this contract. While Government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

H.7 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall be provided in the following format:

(a) HEADER

Complete Name

Current Employer

Task Order Labor Category

Contractor Labor Category

Percentage of time to be allocated to this effort upon award of this Task Order

Current security clearance level per JPAS (identify if interim or final)

Current work location

Planned work location upon award of this Task Order

Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note

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plans to satisfy both contracts if the Offeror is selected for award.

(b) EDUCATION/PROFESSIONAL DEVELOPMENT – Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the offeror's qualifications to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor

Non-Academic: Course title, date(s), approximate length

Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal).

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

i. Employer: Dates (month/year); Title(s) held

ii. Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information

will not be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

Gaps in experience shall be avoided.

Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation Number N00024-14-R-3145 (to be replaced by NSWCDD Task Order N00178-14-D-7204 by Bowhead at award) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered.

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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall

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state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 7001, 9000, 9001, and 9100 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

H.11 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. **The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.**

CLIN	Total Man Hours	Compensated	Uncompensated
7000			
7001			
7100			
7200			
7300			
7400			

(b) Of the total man-hours of direct labor set forth above, it is estimated that **(Offeror to fill-in)** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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(d) The level of effort for this contract shall be expended at an average rate of approximately **(Offeror to fill-in)** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above.

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The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H.12 SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

(a) Annual Labor Escalation: % in the Base Year, OY1 %, OY2 %, Award Term 1 %, and Award Term 2 %.

(b) Maximum Pass-Thru Rate: %

(d) Other: Phasing out a higher-paid Program Manager over the first three years of the contract

H.13 eCRAFT LABOR CATEGORY CROSSWALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C.33. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

Task Order Labor Category	eCRAFT Labor Category
Engineering Technician I	TECHNICIAN, ENGINEERING I ----- 30081
Engineering Technician II	TECHNICIAN, ENGINEERING II ----- 30082
Engineering Technician III	TECHNICIAN, ENGINEERING III ----- 30083
Engineering Technician IV	TECHNICIAN, ENGINEERING IV ----- 30084
Engineering Technician V	TECHNICIAN, ENGINEERING V ----- 30085
Engineering Technician VI	TECHNICIAN, ENGINEERING VI ----- 30086
Program Manager	MANAGER, PROGRAM/PROJECT II ----- MANP2
Technical Writer I	TECHNICAL WRITER I ----- 30461
Technical Writer II	TECHNICAL WRITER II ----- 30462
Technical Writer III	TECHNICAL WRITER III ----- 30463
Engineering Aid	TBD
Unexploded Ordnance (UXO) Technician III	TBD
Engineer (T&E)	ENGINEER II ----- E2
Senior Engineer (T&E)	ENGINEER IV ----- E4
Senior Engineer (EMS)	ENGINEER III ----- E3

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SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-6	Data Universal Numbering System Number	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Data Universal Numbering System Numbering Maintenance	DEC 2012
52.215-20	Requirements for Certified Cost or Pricing Data and Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	OCT 2010
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations on Subcontracting	NOV 2011
52.222-41	Service Contract Labor Standards	MAY 2014
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
252.204-7000	Disclosure of Information	DEC 1991
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003

All

clauses in the offerors MAC contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

I.2 CLAUSES INCORPORATED BY FULL TEXT

I.2.1 52.216-10 INCENTIVE FEE (June 2011)

(Applicable to CLIN 7000; if exercised, CLIN 7100 and 7200; if awarded, CLIN 7300 and 7400.)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

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(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject

to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule.

However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee payable.

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than nine percent (9.0%) or less than three percent (3%) of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of —

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of —

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and

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without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

I.2.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(s)	Latest Option Exercise Date
7100, 7199, 9100	No later than 12 months after the Task Order Award date.
7200, 7299, 9200	No later than 24 months after the Task Order Award date.
7300, 7399, 9300	No later than 36 months after the Task Order Award date.
7400, 7499, 9400	No later than 48 months after the Task Order Award date.

(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 option(s) under this clause, shall not **exceed five (5) years**, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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I.2.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$2,811,730 or the overtime premium is paid for work-- Estimate is based on submitted proposal.

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.2.4 52.243-7 NOTIFICATION OF CHANGES (Apr 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;

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(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including —

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either —

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by

the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the

time required for, performance of any part of the work under this contract, whether changed or

not changed by such conduct, an equitable adjustment shall be made — (i) In the contract cost or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which

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are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

I.2.5 AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The contractor is evaluated using QASP criteria during each year of contract performance. During the third year (Option 2), if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements, the contractor earns Year 4 (Award Term 3); if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements in Year 4, the contractor earns Year 5 (Award Term 4).

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond Option 2 of performance for Very Good performance.

(b) Monitoring of Performance. The contractor's performance will be continually monitored by the COR and Subject Matter Experts whose findings are reported by the COR to the PCO together with a recommendation regarding awarding of the Award Term period. The PCO makes the final decision on the award-term on the basis of the contractor's performance during the award-term evaluation period.

(c) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the QASP.

(d) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(e) Self-Evaluation. The contractor will submit a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. It will be used in the COR's and PCO's evaluation of the contractor's performance during this period.

(f) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the PCO. These decisions are final and are not subject to dispute.

(g) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the Seaport-e contracts, including exercised options. The award-term provision must be included in the solicitation and resulting Task Order. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

I.2.6 SERVICE CONTRACT ACT WAGE DETERMINATION(S)

(a) Due to the nature work required by the Performance Work Statement, a Wage Determination has been determined to be necessary to ensure appropriate minimum wages and fringe benefits are paid to non-exempt

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personnel performing under this Task Order. Work under this Task Order involves performance in the Washington, DC area and Attachment J.4 provides Rev. 8 to Wage Determination No. 2005-2103 for the District of Columbia, Maryland, and Virginia.

(b) The following table provides a correlation between Task Order labor categories in Section H, and Wage Determination Occupation Codes shown in Attachment J.4. Offerors may find descriptions in the Service Contract Directory of Occupations which can be found at the following website:

<http://www.dol.gov/whd/contracts/sca.htm>.

<u>Task Order Category</u>	<u>Occupation Code(s)</u>
Engineering Technician I	30081
Engineering Technician II	30082
Engineering Technician III	30083
Engineering Technician IV	30084
Engineering Technician V	30085
Engineering Technician VI	30086
Engineering Aid	21050
Technical Writer I	30461
Technical Writer II	30462
Technical Writer III	30463
Unexploded Ordnance Technician III	30493

I.2.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (s9 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only: *It is not a Wage Determination*

<u>Employee class</u>	<u>Approximate GS Equivalent(s)</u>
Engineering Technician I	GS-5
Engineering Technician II	GS-7
Engineering Technician III	GS-9
Engineering Technician IV	GS-11
Engineering Technician V	GS-12
Engineering Technician VI	GS-13
Engineering Aid	GS-2
Technical Writer I	GS-6
Technical Writer II	GS-8
Technical Writer III	GS-10
Unexploded Ordnance Technician III	GS-11

I.2.8 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

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contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract

does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I.2.9 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns;
and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.2.10 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of

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operation in which it is bidding on Government contracts, and qualified as a small business under the size standards

in this solicitation, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

I.2.11 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(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 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.

(c)

(d)

(e)

(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.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) 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 email 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, the 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.

(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

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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—

1.2.12 252.223-7002 SAFETY PROCEDURES FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) *Definition.* “Ammunition and explosives,” as used in this clause—

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system—

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Oxidizers;
- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) *Safety requirements.*

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as “the manual,” in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) *Noncompliance with the manual.*

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the

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Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) *Mishaps.* If a mishap involving ammunition or explosives occurs, the Contractor shall—

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) *Contractor responsibility for safety.*

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of—

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) *Contractor responsibility for contract performance.*

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) *Subcontractors.*

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) **NOTE:** The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to “the Government”. The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of

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the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance--Ammunition and Explosives".

I.2.13 252.223-7003 CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

I.2.14 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition.* "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall?

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

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(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is?

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in

[PGI 225.372-1\)](#).

(End of clause)

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SECTION J LIST OF ATTACHMENTS

J.1 - Final Contract Security Classification Specification, DD254

J.2 - Contract Data Requirements List, DD1423

J.3 - Contracting Officer's Representative Appointment Letter

J.4 - Wage Determination (rev 4)

J.5 - ACRN Table