

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 22-Aug-2018	4. REQUISITION/PURCHASE REQ. NO. N4703918RC00211	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) RGS Associates 1800 S Bell St Ste 1000 Arlington VA 22202-3559	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7900-EX01 10B. DATED (SEE ITEM 13) 10-Sep-2015
CAGE CODE      OBTM3      FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Unilateral Modification - FAR 52.232-22 'Limitation of Funds'

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) Gerald L Bowne, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Gerald L Bowne (Signature of Contracting Officer)	22-Aug-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

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**GENERAL INFORMATION**

The purpose of this modification is to:

- 1.) Incrementally fund Option Period III (CLIN 7003) - Document #N4703918RC00211 applies.

All other terms and conditions remain unchanged.

... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby [REDACTED]  
[REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700301	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby [REDACTED]  
[REDACTED]

## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R499	Base Period - Programmatic and Technical Support IAW PWS in Section C. (O&MN,N)	1.0	LO	██████████	██████████	██████████
7001	R499	Option I - Programmatic and Technical Support IAW PWS in Section C. (O&MN,N)	1.0	LO	██████████	██████████	██████████
7002	R499	Option II - Programmatic and Technical Support IAW PWS in Section C. (O&MN,N)	1.0	LO	██████████	██████████	██████████
700201	R499	Option II Funding in support of CLIN 7002 (O&MN,N)					
7003	R499	Option III - Programmatic and Technical Support IAW PWS in Section C. (O&MN,N)	1.0	LO	██████████	██████████	██████████
700301	R499	Option III Funding in support of CLIN 7003 (O&MN,N)					
7004	R499	Option IV - Programmatic and Technical Support IAW PWS in Section C. (O&MN,N)	1.0	LO	██████████	██████████	██████████
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Base - ODCs ISO the PWS in Section C. Not-to-Exceed: ██████████ (O&MN,N)	1.0	LO	██████████
9001	R499	Option I - ODCs ISO the PWS in Section C. Not-to-Exceed: ██████████ (O&MN,N)	1.0	LO	██████████
900101	R499	(O&MN,N)			
900102	R499	(O&MN,N)			
9002	R499	Option II - ODCs ISO the PWS in Section C. Not-to-Exceed: ██████████ (O&MN,N)	1.0	LO	██████████
900201	R499	Option II - Funding in support of CLIN 9002 (O&MN,N)			
900202	R499	Option II - Funding in support of CLIN 9002 (O&MN,N)			
9003	R499	Option III - ODCs ISO the PWS in Section C. Not-to-Exceed: ██████████ (O&MN,N)	1.0	LO	██████████
900301	R499	Option III - Funding in support of CLIN 9003 (O&MN,N)			
9004	R499	Option IV - ODCs ISO the PWS in Section C. Not-to-Exceed: ██████████ (O&MN,N)	1.0	LO	██████████

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Item PSC Supplies/Services Qty Unit Est. Cost  
Option

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 40,861.50 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 174,240 estimated manhours of direct labor, for a total level of effort of 215,101.50 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

Labor Categories	Base	Opt I	Opt II	Opt III	Opt IV
CLIENT SERVICE EXECUTIVE	300	300	300	300	300
SECRETARIAL / ADMINISTRATIVE SUPPORT	-	-	-	4,160	4,160
PRINCIPAL MANAGEMENT EXECUTIVE	2,000	2,000	2,000	2,000	2,000
PROGRAM MANAGER	10,000	10,000	10,000	10,000	10,000
MANAGEMENT CONSULTANT	13,801.50*	16,250	16,250	16,250	16,250
ASSOCIATE MANAGEMENT CONSULTANT	9,260	9,510	<del>9,510</del> 7,590	<del>9,510</del> 7,590	<del>9,510</del> 7,590
BUSINESS PROCESS ANALYST	3,000	3,000	3,000	3,000	3,000
BUSINESS ANALYST	2,500	2,500	<del>2,500</del> 580	<del>2,500</del> 580	<del>2,500</del> 580
<b>Total</b>	<b>40,861.50*</b>	<b>43,560</b>	<del><b>43,560</b></del> <b>39,720</b>	<del><b>43,560</b></del> <b>39,720</b>	<del><b>43,560</b></del> <b>39,720</b>

\*2,198.50 hours reduced via P00001

(b) The estimated composition by labor category of the Estimated Total Hours is illustrated above:

(c) The Estimated Total Hours include subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the

Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

**PAYMENT OF FIXED FEE (FEB 1996)**

The fixed fee for work performed under this contract is \$ \* provided that approximately \*\* hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than \*\* hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$ \*\*\* per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph(b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

Contract Period	*Fixed Fee	**Hours	***Fee/Hour
Base Period			
Option I			
Option II			
Option III			
Option IV			

(Note: Fixed Fee and Hours reduced for the Base Period via P00001)

(End of Provision)

**IDENTIFICATION OF RATIOS (OCT 1992)**

(a) If a offeror decides to include Uncompensated Overtime in their quote, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the task order period.

(b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.

(c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their quote a copy of the corporate policy addressing uncompensated effort.

Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

**INFORMATION TO BE COMPLETED BY OFFEROR**

Labor Category \*Base Hourly/Week Hours Proposed/Week \*\*Ratio \*\*\*Proposed Rate

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Adjusted

for

Uncompensated

Overtime

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime.

\*\*Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

\*\*\*Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

(End of Provision)

COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) (OCT 1992)

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled "Evaluation Criteria and the Basis for Award." If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

(End of Provision)

IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) Definitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ( $\$20 \times 40$ ) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

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(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of Provision)

#### REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT For READINESS and LOGISTIC PROGRAMMATIC SUPPORT

#### 1.0 GENERAL DESCRIPTION

The Deputy Chief of Naval Operations, Fleet Readiness and Logistics (OPNAV N4) is an organization that shapes, innovates and leads Navy logistics to enable and sustain the material readiness of the Fleet now and in the future. The mission is to provide relevant policy, resources structures and mechanisms to meet leadership defined readiness requirements of Navy operating forces and their associated shore installations. Additionally N4 serves to enable a responsive, adaptive and efficient logistics support structure that facilitates that readiness and supports the integration of Naval forces into the joint future.

#### 2.0 OBJECTIVE

The purpose of this task order is to provide the necessary level of professional and technical support required to facilitate the overall objective of the OPNAV N4 Fleet Readiness and Logistics Program. The objective of this task is to perform seamless support for Programming, Planning, Budget and Execution; Logistics Programs and Business Operations; Navy Energy Coordination and Shore Facility Investments to the DoN Warfighter and supporting business community.

#### 3.0 SCOPE

The Contractor will be directly responsible for ensuring the accuracy, timeliness and completion of all tasks assigned under this task order. The contractor shall assist OPNAV N4 in its efforts to integrate naval logistics systems and information and the use of related resources to dramatically improve and lower the costs of logistics business processes. The contractor shall provide programmatic and technical support to OPNAV N4 for further defining and implementing the Functional Area Manager (FAM) and Functional Data Manager (FDM) FAM/FDM process for the Logistics & Readiness FAM including programmatic and technical support to N4 Divisions for execution of the Legacy Application Rationalization process, which includes conducting business case analysis, developing migration plans and refinement of functional taxonomies. Additionally, the contractor will be responsible for supporting efforts related to fleet and shore readiness, business transformation including acquisition logistics, strategic planning, and Planning, Programming, Budgeting, and Execution (PPBE).

#### 4.0 TASKS

4.1 The contractor shall provide Programmatic Support and integration support for short and long term achievement of CNO goals related to fleet and shore readiness, Logistics Enablers, business transformation, and strategic planning to include but not limited to the following:

A. Perform analysis, conduct research, generate data calls, and prepare briefs to support the definition, presentation and defense of Logistics & Readiness requirements at various working groups including the Logistics Information Technology Executive Committee (IT EXCOMM) and related meetings and forums.

B. Respond to taskers and prepare reports and briefs to align Logistics & Readiness coordination and compliance efforts with strategic direction from OSD, Joint Staff, Department of the Navy (DoN) and other government agencies as required.

C. Perform analysis, conduct research, generate data calls, and prepare briefs to support OPNAV Logistics & Readiness personnel in Planning, Programming, Budgeting and Execution efforts to provide the capabilities required to help build the Program Objective Memorandum (POM) for initiatives including, but not limited to, the Navy Strategic Plan, the N4 Strategic Plan, Human Capital Strategy and Civilian Personnel Policy Support.

D. Develop and or maintain program management products such as schedules, milestone charts, proposed conference agendas, discussion topics, presentation, briefing packages, meeting minutes, and Program Office correspondence as required.



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E. Assist N4 Division personnel in the performance of Business Case Analysis (BCA) and or system health assessments for the reduction of legacy system application and development and implementation of IT migration plans.

F. Assist N4 Division representatives, current and future Program of Record Managers, and Echelon II FAM points of contact in creating a future state vision for the Navy Logistics IT; developing and implementing system migration plans; and ensure related and relevant training is conducted.

G. Support N4 Logistics FAM, the N4 Division representatives, and Echelon II FAM points of contact in the creation of a future state vision for Navy Logistics IT.

H. Provide IT training for stakeholders in the FAM process related to tools and techniques for using relevant Government databases such as the DON Application and Database Management System (DADMS), the DOD Information Technology Portfolio Repository – Department of the Navy (DITPR-DON), and the Program Budget Information System (PBIS) to support the FAM process.

I. Assist N4 personnel with researching and conducting IT Spend Analysis designed to improve visibility and transparency of Information Technology (IT) expenditures and ensure funds are appropriately applied to legitimate IT systems.

J. Perform financial and budget analysis, requirements reviews with program offices and budget submitting offices, and acquisition process assessments to support N4 in its role as Resource Sponsor and Readiness assessor across N4's portfolio.

K. Assist OPNAV N4 with ongoing Navy Enterprise initiatives, facilitation, and other assistance in transformation and innovation efforts. Design and implement business processes to facilitate the transition to Business Capability Lifecycle (BCL) Acquisition Policy, in accordance with current acquisition law, for current and future Programs of Record within N4's portfolio.

L. Provide integration and planning support to successfully execute Navy business transformation initiative necessary to deploy the Navy's Shore optimization process – Optimal Shore Footprint (OSF). Additionally, the contractor shall track, evaluate and monitor Navy stakeholders' progress in meeting the OSF identified metrics and milestones, as well as measure progress based on the baselines identified by OPNAV N4.

**The following task area still applies to the current PoP (Opt I). However, as of modification #05, this task is removed from options II through IV:**

~~M. Provide full time support for all N4 users with both classified and unclassified computer access. Open and track tickets in IT systems, assist user with tickets and issues, accurate updates in the NET (Enterprise IT Service Management) database for users and equipment, and training users in IT applications.~~

M. Provide N4 full time administrative support to include organizational assessment, administrative management, office management, organizational planning, and administrative disciplines required for seamless operation of offices and support functions

4.2 The contractor shall provide technical and integration support for short and long term achievement of CNO goals related to fleet and shore readiness, business transformation, and strategic planning to include but not limited to the following:

A. Functional Area Manager (FAM) and Functional Data Manager (FDM). Develop program plans consistent with logistics portfolio management restructuring that addresses the steps and activities necessary to implement the FAM and FDM processes, develop a future state vision, and optimize the portfolio of Logistics and Readiness IT applications and systems in the Navy. Coordinate across other Functional areas, Echelon II's, and current and future Program of Record Managers, to implement the FAM and FDM processes, develop a future state vision, and optimize the portfolio of Logistics and Readiness IT applications, systems, and databases in the Navy. Identify, develop, and implement business performance metrics to evaluate Logistics Defense Business Systems Investments and review and recommend investment certification requests to the Defense Business System Management Committee.

B. Logistics Policy Management. Conduct Logistics policy reviews, assessments, and improvements to ensure the coordination and alignment of naval logistics policies. This may include collaboration, integration, and compliance with policies from and affecting CNO, OSD, SECNAV, Echelon I, and subordinate Echelon

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commands.

C. New Technology & Tools Definition, Development and Introduction: Perform studies, evaluations and analyses relative to new tools, techniques, and technologies to enable readiness and logistics support process improvements. Support may include tasks such as assessments of commercial or organic Additive Manufacturing and IT Technology and products, assessment as a prospective solution set to improvement requirements, value determinations of solution sets and reports/recommendations for technology insertion.

D. Readiness and Logistics Enablers Process Improvement. Analyze Navy Readiness Logistics Enablers processes, improve Readiness and Logistics processes across the Navy using Industry and Government best practices, assess process improvement alternatives and their value, implement metrics and standards for tracking process improvements, and integrate processes with other stakeholders' processes.

E. Provide Shore Readiness Strategic Planning assistance to include analysis of shore footprint and development of related objectives and metrics. Provide data analysis, including efficiency recommendations, utilizing infrastructure management tools including Internet Naval Facilities Assets Data Store (iNFADS) and Electronic Project Generator (EPG) to support development of Sponsor Program Proposal (SPP) and ensuring OPNAV POM briefs, validate facility demolition requirements, including those generated by various MILCON scenarios and provide related programming estimates to affected resource sponsors to comply with Navy footprint reduction goals and policies.

Review and provide comments, feedback and recommendations on IG and GAO reports.

F. Support the Navy Energy Coordination Office (NECO) within OPNAV N4 to develop and implement the Navy energy strategy in collaboration with stakeholder organizations. Assist in compiling and analyzing data from multiple sources in support of all facets of energy initiatives. Assist in the development of strategic goals, objectives and metric implementation and development of communication strategies for the Energy Strategy.

G. Provide Integration Support to include workforce training on business process, leadership, and management requirements that best support short and long term achievement of CNO goals related to fleet and shore readiness, business transformation, and strategic planning. These efforts include Navy's affordability initiative process and associated PPBE tasks, the tracking of and preparation for Navy Gate Reviews, and Total Ownership Cost mitigation support. Integration support may include leadership training activities such as OPNAV Civilian Leadership Development Program (OCLDP) and OPNAV Supervisor Training or similar efforts that enable Navy leadership to better deliver mission requirements at the right level risk and at the right cost. This may include collaboration, and/or integration with initiatives from and affecting CNO, OSD, SECNAV, Echelon I and subordinate Echelon commands. Some examples of projects supported include affordability initiatives, Task Force Innovation, Additive Manufacturing (AM), development of the Navy AM Strategy and Roadmap, and tracking of AM project status.

H. Assist in the development of N4's Strategic Plan and supporting documentation. Provide support to draft and execute Annual Guidance documents, Implementation Plans, and Communication Plans.

I. Provide administrative support for ongoing efforts that are integral with CNO, Business Transformation Council (BTC) and Navy Business Office Operations (NBO) office efforts related for multiple three star level Executive Committees (EXCOMM) involving initiatives from and affecting CNO, OSD, SECNAV, Echelon I and subordinate commands.

**NOTE: Per P00001, no work shall be performed, nor billing shall take place in regard to task 4.2 until 22 Oct 2015.**

## **5.0 LABOR CATEGORY MINIMUM QUALIFICATION REQUIREMENTS**

Labor Category: Client Service Executive. The Client Service Executive shall have a minimum of 20 combined years of experience in military service, and defense or business operations consulting and holds an advanced degree in business or a related field.

Labor Category: Principal Management Executive. The Principal Management Executive shall have a minimum of 15 years of professional work experience in a management position with at least 8 years of military service or defense or business operations consulting and holds an advanced degree in business or a related field.

Labor Category: Secretarial / Administrative Support. The Administrative Support shall have a desired minimum

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of two years of professional work experience and holds as a minimum an associate's degree.

Labor Category: Program Manager. The Program Manager shall have a minimum of 10 combined years of professional work experience in a program management position or military service and holds an advanced degree in business or a related field.

Labor Category: Management Consultant. The Management Consultant shall have a minimum of 8 combined years of professional work experience in a project management role or military service and holds a bachelor's degree.

Labor Category: Associate Management Consultant. The Associate Management Consultant shall have a minimum of 5 combined years of professional work experience in a project management support role or military service and holds a bachelor's degree.

Labor Category: Business Process Analyst. The Business Process Analyst shall have a minimum of 5 combined years of professional work experience in a business-related field or military service and holds a bachelor's degree.

Labor Category: Business Analyst. The Business Analyst shall have a minimum of 5 combined years of professional work experience in a business-related field and hold at least a bachelor's degree.

The Level of Effort for the performance of this order is based on an anticipated total estimated level of effort of 43,060 hours of direct labor for the Base Year and 43,560 for each Option Year. The estimated composition of the Base Year and Option Year hours can be found in the charts below:

<b>LABOR CATEGORY</b>	<b>BASE YEAR LABOR HOURS</b>
Client Service Executive	300
Principal Management Executive	2,000
Program Manager	10,000
Management Consultant	13,801.50
Associate Management Consultant	9,260
Business Process Analyst	3,000
Business Analyst	2,500
<b>TOTAL HOURS</b>	<b>40,861.50</b>

<b>LABOR CATEGORY</b>	<b>OPTION YEAR LABOR HOURS</b>
Client Service Executive	300
Secretarial / Administrative Support	4,160
Principal Management Executive	2,000
Program Manager	10,000
Management Consultant	16,250
Associate Management Consultant	<del>9,510</del> 7,590
Business Process Analyst	3,000
Business Analyst	<del>2,500</del> 580

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## TOTAL HOURS

~~43,560~~ 43,880

**\*\*\*No deviations are permitted for direct labor. The direct labor proposed will be used for evaluation purposes only. Support personnel (functional staff) should not be added to direct labor costs.\*\*\***

### 6.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly status reports, and review of deliverables. Contractor performance will be evaluated in the areas of performance (technical quality), schedule, and cost.

#### 6.1 Performance Metric

The Government defines successful services as those that conform to the task description provided in the PWS with little to no rework required of the contractor.

Unsuccessful services are defined as those that do not conform to the task description provided in the PWS and require significant rework by the contractor at the direction of the Government.

#### 6.2 Schedule Metric

Successful delivery is defined as delivery of the Contract Data Requirements List 95% of the time. Unsuccessful delivery is defined as delivery of the Contract Data Requirements List less than 95% of the time.

#### 6.3 Cost Metric

Successful cost control is defined as performance of the PWS within the amount of funds allotted on the order. If the contractor's actual expenditures on a monthly basis exceed the budgeted amount for expenditures, the contractor must (1) provide an explanation why the budget was exceeded and (2) provide an explanation of adjustments that will ensure completion of the work within the ceiling of the task order, in order to receive a successful assessment of performance.

Unsuccessful cost control is defined as exceeding the funding allotted on the order or exceeding the original ceiling of the order due to reasons not attributable to the Government. Furthermore, on a monthly basis, if the Government is not notified of budgetary overruns, reasons for their occurrence, and steps the contractor is taking to ensure completion of the work within the ceiling of the order, the contractor will receive an unsuccessful assessment of performance.

### 7.0 CONTRACT DATA REQUIREMENTS LIST (CDRL)

The following are required CDRLs. Contractor format is acceptable; however, the government reserves the right to review the format.

#### 7.1 Monthly Status and Financial Report

Project status monthly reporting requirements will be described during the initial kick-off meeting. It is expected that these requirements will include, but are not confined or constrained to:

- Hours expended during the reporting period by individual and job category
- Cumulative hours expended through the reporting period by job category
- Contract funds expended during the reporting period for each task
- Cumulative funds expended through the reporting period for each task
- Summary of work accomplished during the reporting period for each task
- Summary of milestones and deliverables completed during the reporting period for each task
- Any issues or problems impacting project progress along with a recommended resolution

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- Schedule of activities and deliverables planned for the next reporting period
- Projected costs for the next four reporting periods for each task

This report is due NLT the 15<sup>th</sup> calendar day of each month for the previous month.

7.2 Schedule periodic reports regarding the status of work initiatives and documentation updates.

## **8.0 PLACE OF PERFORMANCE**

Work will be performed in OPNAV work spaces within the metropolitan Washington D.C. area, contractor facilities, and travel facilities. It is estimated that approximately 60% of the support services will be performed at the Gov't site (off-site) and the remaining 40% of support services will be performed at the contractor's facilities (on-site).

## **9.0 GOVERNMENT FURNISHED INFORMATION, SYSTEMS, SPACE FACILITIES**

The contractor is allowed government furnished information as required and as approved by the COR. The government will provide a limited number of workspaces, and administrative supplies, telephones, computers, and access to printers, FAX machines, and copiers for this task. Navy Marine Corps Intranet (NMCI) access is provided at government sites, access to NMCI at the contractor's facility will not be provided.

## **10.0 SECURITY AND PRIVACY ACT REQUIREMENTS**

A SECRET security clearance is required in performance of this contract by all personnel. Government will advise the Contractor which topic specific, or system specific areas require personnel to have a classified clearance. Classified work will only be performed at a government facility. (DD254 will be attached at time of award)

The work performed relative to the tasking in the PWS will required contractor personnel to have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title of the U.S. Code 552a and applicable DoD rules and regulations.

## **11.0 Other Direct Costs (ODCs) - Must be approved by the COR**

### **TRAVEL - NTE [REDACTED]**

Local and long-distance travel may be required. All estimated travel will conform to the current Federal Travel Regulations (FTRs), and shall receive government approval by the Contracting Officer's Representative (COR) prior to funds being expended. Travel expenses invoiced to the Government will be in accordance with FTR; the Government will not reimburse expenditures that exceed the FTR.

Travel is estimated from Washington, D.C. to San Diego for five days; Washington, DC to Florida and Washington, DC to Norfolk. The costs for this anticipated travel include airfare, hotel, per diem and rental car, and are based on current JTR rates.

### **MATERIALS - NTE [REDACTED]**

Material costs are anticipated for story boards and other supplies to be used in requirement reviews and presentations.

### **SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 "DOD Implementation of Homeland Security Presidential Directive

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-12 (HSPD-12)" dated November 26, 2008 (or its subsequent DOD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DOD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DOD/DON instructions regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

#### Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc.) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DOD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access. To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NAC. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

#### Sensitive Positions

Contractor employee whose duties require accessing a DOD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DOD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions

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- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DOD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

#### IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) 15 training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when re-investigations are required.

#### Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete them required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. Favorable reviews of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-551 0.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately. The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled

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facility and/or access to a federally-controlled information system/network and/or access to government information.

**NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Post Deployment Software Support services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address

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

**PERSONNEL QUALIFICATIONS (NAVSUP 5252.237-9401)(JAN 1992)**

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth in the above PWS and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- (b) The Government will review the names of the contractor personnel proposed to be assigned, and if personnel not currently in the employ of the Contractor, a written agreement from potential employee to work will be part of the technical proposal.
- (c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.
- (d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery/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.

**REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)**

- (a) Travel



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(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

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(End of Provision)

#### EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES

As used in this clause, the term "material" includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer's representative.

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## **SECTION D PACKAGING AND MARKING**

N/A

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## **SECTION E INSPECTION AND ACCEPTANCE**

The following clauses are hereby incorporated into section E by reference:

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

(End of Clauses)

**INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)**

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Deputy Chief of Naval Operations, Fleet Readiness and Logistics (OPNAV N4).

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/14/2015 - 9/13/2016
7001	9/14/2016 - 9/13/2017
7002	9/14/2017 - 9/13/2018
7003	9/14/2018 - 9/13/2019
9000	9/14/2015 - 9/13/2016
9001	9/14/2016 - 9/13/2017
9002	9/14/2017 - 9/13/2018
9003	9/14/2018 - 9/13/2019

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	9/14/2015 - 9/13/2016
7001	9/14/2016 - 9/13/2017
7002	9/14/2017 - 9/13/2018
7003	9/14/2018 - 9/13/2019
9000	9/14/2015 - 9/13/2016
9001	9/14/2016 - 9/13/2017
9002	9/14/2017 - 9/13/2018
9003	9/14/2018 - 9/13/2019

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

7004	9/14/2019 - 9/13/2020
9004	9/14/2019 - 9/13/2020

The following clauses are hereby incorporated into section F by reference:

Clause No.	Title
52.242-15	Stop-Work Order (AUG 1989)
52.242-15	ALTERNATE I (APR 1984)

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

Mark Bower  
Director  
OPNAV N40  
703-695-8624  
[mark.bower@navy.mil](mailto:mark.bower@navy.mil)

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

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

### 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

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(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.

\_\_\_\_\_ N47039 \_\_\_\_\_

(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	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Inspect By DoDAAC	N47039
Ship To Code	**
Ship From Code	**
Mark For Code	**
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	**
LPO DoDAAC	N47039
DCAA Auditor DoDAAC	HAA391
Other DoDAAC(s)	**

(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.

[mark.bower@navy.mil](mailto:mark.bower@navy.mil) \_\_\_\_\_

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(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.

[erin.kilrain@navy.mil](mailto:erin.kilrain@navy.mil)

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

(End of clause)

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



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#### SUBCONTRACTING PLAN - INCORPORATED (FISC DET PHILA) (OCT 1992)

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the contracting officer. The plan is hereby incorporated into this award as attachment III. The ACO is hereby delegated authority to monitor implementation of The Small Business and Small Disadvantaged Business Subcontracting Plan.

The Contractor shall provide a copy of all SF 294s, Subcontracting Reports for Individual Contracts, and SF 295s, Summary Subcontracting Reports, associated with the contract to The Fleet Logistics Center (FLC) Norfolk Detachment Philadelphia, 700 Robbins Avenue, Building 2B, Philadelphia, PA 19111-5083, Attn: Code 260.3A

#### SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

Defense Security Service IOFCS1 (Capital Region Office)  
2331 Mill Road, Alexandria, VA 22314  
571-551-7927

The facilities to be utilized in the performance of this effort have been cleared to SECRET level. The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

#### COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

James O'Sullivan

FLC Norfolk, Contracting Dept., Philadelphia Office

700 Robbins Ave., Bldg. 2B

Philadelphia, PA. 19111-5083

(215) 697-9730

AVAILABILITY OF FUNDS: Funding provided hereunder for **ACRN: AE and AF** is subject to the Continuing Resolution Acts, if any, and the final FY18 Appropriations Act passed by Congress. This funding is released for

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the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered by CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA(s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY 18 Appropriations Act.

**PGI 204.7108 Payment instructions**

(a) *Scope.* This section applies to contracts and orders that are funded by multiple accounting classification citations and—

- (1) Include deliverable line items or deliverable subline items (see FAR 4.1005-1) that are funded by multiple accounting classification citations;
- (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—

(1) The contracting officer shall insert the table at (b)(2), or a link to the table at (b)(2) ([https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_hm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions)) in Section G of the contract, or equivalent, including contracts with incrementally funded

line items. 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.

(2) The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS [252.232-7006](#)) and the type of effort.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or
52.216-7, Allowable Cost and Payment					
52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts					

					deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

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Service Contracts with Common Carriers					
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items;  52.232-30,	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the

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Installment Payments for Commercial Items					account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

\*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

Accounting Data

SLINID	PR Number	Amount
7000	N4703915RCD9244	██████████
LLA :		
AA 1751804 11T0 252 47039 B 068892 2D CD9244 4703951N4RAQ		
9000	N4703915RCD9244	██████████
LLA :		
AA 1751804 11T0 252 47039 B 068892 2D CD9244 4703951N4RAQ		

BASE Funding ██████████  
Cumulative Funding ██████████

MOD 01

7000	N4703915RCD9244	██████████
LLA :		

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AA 1751804 11T0 252 47039 B 068892 2D CD9244 4703951N4RAQ

MOD 01 Funding ██████████  
Cumulative Funding ██████████

MOD 02 Funding ██████████  
Cumulative Funding ██████████

MOD 03

7001 N4703916RCD1181 ██████████  
LLA :  
AB 1761804 11T0 252 47039 B 068892 2D CD1181 4703961N4RAQ

MOD 03 Funding ██████████  
Cumulative Funding ██████████

MOD 04 Funding ██████████  
Cumulative Funding ██████████

MOD 05 Funding ██████████  
Cumulative Funding ██████████

MOD 06

900101 N4703916RCD1181 ██████████  
LLA :  
AC 1761804 11T0 252 47039 B 068892 2D CD1181 4703961N4RBQ

900102 N4703917RC00169 ██████████  
LLA :  
AD 1771804 11T0 210 01139 056521 2D N47039 N4C37RC00169

MOD 06 Funding ██████████  
Cumulative Funding ██████████

MOD 07

700201 N4703917RC00302 ██████████  
LLA :  
AE 17 7 1804 11T0 251 01139 056521 2D N47039 N4C37RC00302

900201 N4703917RC00302 ██████████  
LLA :  
AE 17 7 1804 11T0 251 01139 056521 2D N47039 N4C37RC00302

MOD 07 Funding ██████████  
Cumulative Funding ██████████

MOD 08 Funding ██████████  
Cumulative Funding ██████████

MOD 09

900202 N4703918RC00063 ██████████  
LLA :  
AF 1781804 11T1 251 01139 056521 2D N47039 N4C38RC00063

MOD 09 Funding ██████████  
Cumulative Funding ██████████

MOD 10 Funding ██████████  
Cumulative Funding ██████████

MOD 11 Funding ██████████

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Cumulative Funding [REDACTED]

MOD 12

700301 N4703918RC00211 [REDACTED]  
LLA :  
AG 1781804 11T1 251 01139 056521 2D N47039 N4C38RC00211

900301 N4703918RC00211 [REDACTED]  
LLA :  
AG 1781804 11T1 251 01139 056521 2D N47039 N4C38RC00211

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 14

700301 N4703918RC00211 [REDACTED]  
LLA :  
AG 1781804 11T1 251 01139 056521 2D N47039 N4C38RC00211

MOD 14 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Mark Bower  
Director for OPNAV N40  
[mark.bower@navy.mil](mailto:mark.bower@navy.mil)  
(703) 695-8624

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

N/A

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, 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. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

### ORGANIZATIONAL CONFLICT OF INTEREST

(a) Definitions - In this clause:

(i) "Contractor" means the firm signing this contract;

(ii) "Affiliates" means employees or officers of the contractor and first tier subcontractors involved in the performance of this contract, or in the decision making process concerning this contract.

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

(iv) "Term of this Contract" means the period of performance plus any extensions thereto.

(b) Restrictions on Contracting

(i) The contractor agrees that during the term of this contract, and for a period of 24 months thereafter, neither itself nor its affiliates shall (1) enter into any contract for supplies, services or materials, related to the work under this contract with the current service providers; (2) create for themselves any interest in the current service providers; (3) consult or discuss with the current service provider any aspects of work under this contract; or (4) furnish to the United States Government, either as a prime contractor or as a subcontractor any



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component of a system it has worked on or had access to under this contract.

(ii) The contractor further agrees that neither it nor its affiliates will conduct a review nor make recommendations under this contract concerning any item which is the product of work performed by the contractor or its affiliates under any other contract.

(c) Non-Disclosure of Proprietary Data

Certain information of a proprietary nature may be submitted to the Government by a current services provider. While performing under this contract, the prime contractor and any subcontractors may receive this information. The prime contractor and any subcontractors agree to use and examine this information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the Government, as long as it remains proprietary. The contractor and the subcontractors agree to indoctrinate their affiliates who will have access to this information as to the proprietary nature of the information and the relationship under which they have possession of the information. Affiliates will also be informed that they may not engage in any other action, venture or employment where this information will be used for profit of any party other than the party furnishing this information. Additionally, the contractor and subcontractor agree to execute agreements to this effect with companies providing proprietary data for performance under this contract. The contractor and subcontractors will restrict access to proprietary information to the minimum number of employees for performance of this contract.

(d) Government Remedy

The contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of the contract and that the Government may, in addition to any other remedy available, terminate the contract for default.

**SOFA Contract Clause**

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**INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS  
UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

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“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(Continued)

**Table B-1 (Cont)**

**SOFA Contract Clause**

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

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(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(Continued)

**Table B-1 (Cont)**

**SOFA Contract Clause**

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(Continued)

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**Table B-1 (Cont)**

**SOFA Contract Clause**

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- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.
- (o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads.
- (p) Evacuation.
  - (1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
  - (2) Non-combatant Evacuation Operations (NEO).
    - (i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
    - (ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.
- (q) Next of kin notification and personnel recovery.
  - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
  - (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
  - (3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

(Continued)

**Table B-1 (Cont)**

**SOFA Contract Clause**

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Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

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(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

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## SECTION I CONTRACT CLAUSES

### **52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

### **52.217-5 -- Evaluation of Options (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

### **52.222-46 -- Evaluation of Compensation for Professional Employees (Feb 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

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(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal

**52.232-20 -- Limitation of Cost.**

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than

- (1) the estimated cost specified in the Schedule or,
- (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

- (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
- (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of
  - (i) the estimated cost specified in the Schedule or,
  - (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer
  - (i) notifies the Contractor in writing that the estimated cost has been increased and
  - (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

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(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of Clause)

**52.232-22 -- Limitation of Funds.**

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and



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(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

**252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010)**

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010)(FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds

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appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)**

**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (SEPT 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

252.225-7048 Export-Controlled Items (JUNE 2013)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

FLC Norfolk, Philadelphia Office

700 Robbins Ave, Bldg 2B

Philadelphia, PA 19111

Attn: James O'Sullivan, Contracting Officer

215-697-4706

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

QASP

Contract Administration Plan (CAP) - Cost Type

Small Business Subcontracting Plan