

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

17

3. EFFECTIVE DATE

04-Oct-2017

4. REQUISITION/PURCHASE REQ. NO.

N/A

5. PROJECT NO. (If applicable)

N/A

6. ISSUED BY

CODE

N62470

7. ADMINISTERED BY (If other than Item 6)

CODE

N62470

NAVFAC ATLANTIC

6506 Hampton Blvd.

Norfolk VA 23508-1278

rochelle.lee@navy.mil 757-322-4182

NAVFAC ATLANTIC

6506 Hampton Blvd.

Norfolk VA 23508-1278

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Automation Precision Technology, LLC dba A P T
4535 E. Princess Anne Road
Norfolk VA 23502-1613

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7633-JN01

10B. DATED (SEE ITEM 13)

01-Oct-2014

CAGE CODE 77334

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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: FAR CLAUSE 52.243-1 CHANGES - Fixed Price (Aug 1987)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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)

Lori S. Smith, Proposal Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Rochelle M Lee, Contracting Officer

15B. CONTRACTOR/OFFEROR

/s/Lori S. Smith

(Signature of person authorized to sign)

15C. DATE SIGNED

04-Oct-2017

16B. UNITED STATES OF AMERICA

BY /s/Rochelle M Lee

(Signature of Contracting Officer)

16C. DATE SIGNED

05-Oct-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to add Wage Determination and to include an additional 153 overtime hours to CLIN 8005.

Amount to be added to modification is as follows: \$36.17 per hour x 153 hours = \$5534.01.

Option period 2 CLIN 8005 OT hours have now increased from 338 to 491 hours.

Acceptance of this modification by the Contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays arising out of, or incidental to, the work as here in revised.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	Base Year - Three (3) General Clerks Full Time Equivalent (2000 Hours ea) 52.232-18 - Availability of funds as prescribed in 32.705-1(a): Availability of Funds (Apr 1984) Funds are not presently available for this contract. the Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Pending LOA: 17 1551804 KUN2 0253 62470 8 068732 2D LLF10Q AF004SFPX015 (O&MN,N)	1.0	LO	\$150,009.60	\$150,009.60
8001	R499	Base Year - Overtime (NTE) 52.232-18 - Availability of funds as prescribed in 32.705-1(a): Availability of Funds (Apr 1984) Funds are not presently available for this contract. the Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Pending LOA: 17 1551804 KUN2 0253 62470 8 068732 2D LLF10Q AF004SFPX015 (O&MN,N)	1.0	LO	\$10,776.00	\$10,776.00
8002	R499	First 9 months of Option Year One - Three (3) General Clerks Full Time Equivalent (500 Hours each (Per Qtr) (O&MN,N)	12.0	MO	\$12,860.00	\$154,320.00
8003	R499	Option Year One - Overtime (NTE) (01 October, 2015 - 30 September, 2016) (O&MN,N)	1.0	LO	\$12,123.00	\$12,123.00
8004	R499	Option Year Two - Three (3) General Clerks Full Time Equivalent (2000 Hours each) (O&MN,N)	12.0	MO	\$12,985.00	\$155,820.00
8005	R499	Option Year Two - Overtime (NTE) (O&MN,N)	1.0	LO	\$19,739.99	\$19,739.99
8006	R499	Option Year - Three (3) General Clerks Full Time Equivalent (2000 Hours each) (O&MN,N)	12.0	MO	\$8,656.66	\$103,879.92
8007	R499	Option Year Three - Overtime (NTE) (O&MN,N)	1.0	LO	\$4,340.40	\$4,340.40
8008	R499	Option Year Four - Three (3) General Clerks Full Time Equivalent (2000 Hours each) (O&MN,N)	12.0	MO	\$8,656.66	\$103,879.92

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
8009	R499	Option Year Four - Overtime (NTE) (O&MN,N)	1.0	LO	\$4,340.40	\$4,340.40
		Option				

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

for

General Financial and Accounting Support

Naval Facilities Engineering Command, Atlantic

Financial Management

Norfolk VA 23508-1278

September 2014

1. BACKGROUND/OBJECTIVE: Under this contractual action, the contractor will independently provide support services to satisfy the overall operational objectives of Naval Facilities Engineering Command. The primary objective is to provide contractor services and deliverables through performance of administrative, financial, and accounting services as described in the Statement of Work (SOW).

2. SCOPE OF WORK

The Contractor is required to provide support services as described in the SOW above.

Role of the Contractor: The Contractor shall provide ~~Three (3)~~ Two (2) Full Time equivalent General Clerks to:

- Input accounting data, including contract and SIOH funding in FIS, verifying accuracy of records through transaction quality control reviews in both FIS and STARS.
- Verify accuracy of accounting data, including reimbursable orders, subsequent commitment requests, obligations, accruals and expenditures.
- Processes correspondence for obligation reviews and return of excess funding.
- Applying accounting principles and practices to the Supervision, Inspection and Overhead (SIOH) financial accounting operation

Location supported: NAVFAC, Atlantic Financial Management, Norfolk VA

3. SPECIFIC TASKS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing technically

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qualified personnel to perform the work specified in this SOW. The Contractor shall provide oversight and administration of all Contractor staff. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals. The work history of each Contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract. The Government reserves the right, during the life of this contract, to request work histories on any Contractor employee for the purposes of verifying compliance with the requirements of this SOW.

4. **SKILL SET:** Incumbent must demonstrate the ability to communicate orally and in writing. Knowledge of administrative practices and procedures is required. Knowledge of English, spelling, grammar, punctuation is required.

5. **LEVEL OF EDUCATION/EXPERIENCE:** A high school education is required.

6. OTHER PERFORMANCE REQUIREMENTS

6.1. **Security Requirements:** Unless otherwise determined by NAVFAC Atlantic, work under this task order is unclassified. However, Trustworthiness Security, see paragraph 6.2, is required as determined by the Financial Management (FM). The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and government personnel work products, which are obtained or generated in the performance of this task order. The Contractor must pass a background investigation if required.

6.2 Trustworthiness Security - Navy Contract/Task Orders

Purpose: Reference is hereby made to Navy awarded contracts requiring Contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although this contract is not classified and therefore Contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DoN computer systems must pass a National Agency Check to verify their trustworthiness and the Contractor shall provide acceptable substitute(s) for those personnel that are rejected. Also, Command will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness

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determinations will be required on the Contractor employees. The following addresses those requirements for Trustworthiness Security.

"Each Contractor employee will have a favorably completed National Agency Check (NAC).

If Contractor personnel currently have a favorably adjudicated NAC the Contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year. If no previous investigation exists the Contractor personnel will complete the requirement for a Trustworthiness NAC. If the Contractor employee is a Foreign National, prior approval of the Information Assurance Manager (IAM) is required. Access may be granted to Foreign Nationals who have a need to know, when at least one of the following applies:

(a) Foreign National is employed by DoD, or

(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity. The Trustworthiness NAC is processed through the Command Security Manager. The Contractor shall provide the completed SF-85P and two applicant fingerprint cards (FD 258). The Security Manager will

review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (OPM) who will conduct the NAC. The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide

written notification to the Contractor advising whether or not the Contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information. Trustworthiness determinations are the sole prerogative of the Commanding Officer of the sponsor activity. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required. The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure."

6.3 Contractor Interfaces

The Contractor and/or his Sub-Contractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor or this Contractor's Sub-Contractors in any manner. Also, this

Contractor and/or its Sub-Contractors shall not direct the work of such other Contractors in any

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manner.

6.4 Non-Personal Service Statement

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

6.5 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein. The Contractor shall be required to complete a non-disclosure agreement prior to task beginning.

6.6 Access to Proprietary Data

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort except to authorized Government personnel or upon written approval of the Contracting Officer (KO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides greater rights to the Contractor.

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6.7 Hours of Work

Contract employees' work schedules will be compatible with the Government's operating hours. Typically, operating hours are 7:00 AM to 4:30 PM, Monday through Friday, with the exception of Federal Government holidays. Overtime may be required and authorized by the Contracting officer. Contractor requests for alternate working schedules shall require approval from the Designated Point of Contact.

6.8 Productive Direct Labor Hours

Effort required for the performance period is 4 full time equivalents - 2000 productive hours.

The Contractor shall charge the Government only for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc), Presidential funerals or any other unexpected government closures.

6.9 Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government personnel also take other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc), Presidential funerals, or any other unexpected Government closures.

6.10 Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

6.11 Contractor Personnel

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as Sub-Contractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment

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of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work are considered key personnel and shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

6.12 Physical Security

The Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

7. PLACE OF PERFORMANCE

All work by the Contractor will be performed here at:

Naval Facilities Engineering Command, Atlantic

6506 Hampton Blvd

Norfolk VA 23508-1278

8. PERIOD OF PERFORMANCE

The initial period of performance for this effort is 1 October 2014 to 30 September 2015 hereto referred to as the Base Period. This effort includes four (4) option periods, which may be unilaterally exercised by the Government. Each option period shall not exceed one (1) year in duration. All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon in writing.

9. Government Furnished Information

The Government shall provide introductions to all key Government representatives along with a briefing on their roles and functions in the organization, initial familiarization/orientation of task requirements, and any required hardware and software manuals or other documentation. Published guidance will be provided by the Government as needed, including but not limited to a variety of Federal, Department of Defense, Department of Navy, Naval Facilities Engineering Command, publications, manuals, directives, standards, policies, and procedures.

9.1 Government Furnished Facilities, Equipment, Materials, and Services

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The Government shall furnish work space, furnishings, office supplies, document duplication facilities, telephone service, and computer resources including access to processors, terminals, printers, software, and data. The Contractor shall specify in the proposal any such resources that are not being furnished by the Government that are, in the Contractor's judgment, required to accomplish this task.

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SECTION D PACKAGING AND MARKING

NOT REQUIRED

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SECTION E INSPECTION AND ACCEPTANCE

NOT REQUIRED

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	10/1/2014 - 9/30/2015
8001	10/1/2014 - 9/30/2015
8002	1/1/2016 - 9/30/2016
8003	10/1/2015 - 9/30/2016
8004	10/1/2016 - 9/30/2017
8005	10/1/2016 - 9/30/2017
8006	10/1/2017 - 9/30/2018
8007	10/1/2017 - 9/30/2018

CLIN - DELIVERIES OR PERFORMANCE

8000	10/1/2014 - 09/30/2015
8001	10/1/2014 - 09/30/2015

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

8002	10/1/2015 - 09/30/2016
8003	10/1/2015 - 09/30/2016
8004	10/1/2016 - 09/30/2017
8005	10/1/2016 - 09/30/2017
8006	10/1/2017 - 09/30/2018
8007	10/1/2017 - 09/30/2018
8008	10/1/2018 - 09/30/2019
8009	10/1/2018 - 09/30/2019

Services to be performed hereunder will be provided at:

6506 Hampton Blvd
Norfolk VA 23508-1278

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

~~Richard Walters~~, FM Tara Barton

6506 Hampton Blvd

Norfolk VA 23508-1278

richard.b.walters@navy.mil

757-322-4117 4104

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between NAVFAC Atlantic and the Contractor. The following individuals will be NAVFAC points of contact during the performance of the contract.

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES - CONTACTS WILL BE PROVIDED AFTER AWARD.

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

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

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: Rochelle Lee

Address: 6506 Hampton Blvd

Norfolk VA 23508-1278

Phone: 757-322-4182

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Rochelle Lee (see address above)

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

Name: Defense Finance & Accounting Service

Address: PO Box 998022

Cleveland OH 44199

(a) Contracting Officer's Representative (COR)

~~Mr. Richard Walters~~ Ms. Tara Barton is designated by the Contracting Officer to monitor all technical aspects and assist

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in administering the contract. The types of actions within the purview of the COR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract

within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR. This letter will clarify to all parties to the contract the responsibilities of the COR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes 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 costs incurred as a result thereof.

G.3 INVOICING AND PAYMENT INSTRUCTIONS

Invoices shall be submitted electronically in accordance with DFARS 252.232-7003 Entitled "Electronic Submission of Payment" requests. Contract/order requires use of the DoD Wide Area Workflow (WAWF) system.

Web address located at <https://wawf.eb.mil>

The contractor is directed to use the 2-in-1 format when processing invoices and receiving reports.

When entering the invoice into WAWF-RA, the contractor shall fill in the following

DoDAAC fields or DoDAAC extensions:

Contract Number	TBD
Delivery Order	TBD
Cage Code/EXT	TBD
Pay DoDAAC	N62470
Issue Date	Refer to Block #31c on the SF 1155
Issue By DoDAAC	N62470

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Admin By DoDAAC N62470
LPO DoCAAC N62470
Accept Email Address N62470
Inspect By DoDAAC/EXT N62470

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall

click on “Send More Email Notification” on the page that appears. Add the acceptor’s/receiver’s email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified in connection with WAWF-RA are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract authorized by the Contracting Officer to receive/answer questions.

G.4 TASK ORDER ADMINISTRATION PLAN

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

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

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions. e. Post award conference.
- e. matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise

designated as the responsibility of the Contracting Officer Representative (COR) or someone else herein.

3. Paying Office is responsible for making payment of proper invoices after acceptance is documented.

4. CONTRACTING OFFICERS REPRESENTATIVE(COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is

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requested, the contractor shall promptly notify the Contracting Officer in writing. No action may be taken by the contractor unless the Contracting Officer has issued a contractual change. The COR duties are as follows:

a. Technical Interface

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

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

b. Contract Surveillance

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

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

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

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (Contracting Officer) review no later than 270 days after start of contract performance. Subsequent CPARS covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

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

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor.

The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the Contracting Officer with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

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

e. Administrative Duties

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

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

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

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

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

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

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the Contracting Officer, of a written, annual evaluation of the contractor's performance. The report shall be submitted within 30

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days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

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

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

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

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount

BASE Funding 0.00
Cumulative Funding 0.00

MOD 01

8000	N/A	154320.00
LLA :		
AB 17 51804 KU2N 0251 62470 8 068732 2D LLF10Q AB004SFPX015		
8001	N/A	6465.60

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LLA :
AB 17 51804 KU2N 0251 62470 8 068732 2D LLF10Q AB004SFPX015

MOD 01 Funding 160785.60
Cumulative Funding 160785.60

MOD 02 Funding 0.00
Cumulative Funding 160785.60

MOD 03

8000 N/A (4310.40)

LLA :
AB 17 51804 KU2N 0251 62470 8 068732 2D LLF10Q AB004SFPX015

8001 N/A 4310.40

LLA :
AB 17 51804 KU2N 0251 62470 8 068732 2D LLF10Q AB004SFPX015

MOD 03 Funding 0.00
Cumulative Funding 160785.60

MOD 04 Funding 0.00
Cumulative Funding 160785.60

MOD 05

8002 N/A 38580.00

LLA :
AC 17 6 1804 KU2N 0251 62470 8 068732 2D LLF10Q AC004SFPX016

8003 N/A 1616.40

LLA :
AC 17 6 1804 KU2N 0251 62470 8 068732 2D LLF10Q AC004SFPX016
Standard Number: N/A
1ST Quarter overtime (October 1, 2015 - December 31, 2015)

MOD 05 Funding 40196.40
Cumulative Funding 200982.00

MOD 06

8002 N/A 115740.00

LLA :
AC 17 6 1804 KU2N 0251 62470 8 068732 2D LLF10Q AC004SFPX016

8003 N/A 4849.20

LLA :
AC 17 6 1804 KU2N 0251 62470 8 068732 2D LLF10Q AC004SFPX016
Standard Number: N/A
1ST Quarter overtime (January 01, 2016 - 30 September, 2016)

MOD 06 Funding 120589.20
Cumulative Funding 321571.20

MOD 07

8003 N/A 5388.00

LLA :
AC 17 6 1804 KU2N 0251 62470 8 068732 2D LLF10Q AC004SFPX016
Standard Number: N/A
Overtime (01 October, 2015 - 30 September, 2016)

MOD 07 Funding 5388.00
Cumulative Funding 326959.20

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MOD 08 Funding 0.00
Cumulative Funding 326959.20

MOD 09

8003 N/A 269.40
LLA :
AC 17 6 1804 KU2N 0251 62470 8 068732 2D LLF10Q AC004SFPX016
Standard Number: N/A
Overtime (01 October, 2015 - 30 September, 2016)

MOD 09 Funding 269.40
Cumulative Funding 327228.60

MOD 10

8004 154320.00
LLA :
AD 17 71804 KU2N 0251 62470 8 068732 2D LLF10Q AD004SFPX017

8005 6465.60
LLA :
AD 17 71804 KU2N 0251 62470 8 068732 2D LLF10Q AD004SFPX017

MOD 10 Funding 160785.60
Cumulative Funding 488014.20

MOD 11 Funding 0.00
Cumulative Funding 488014.20

MOD 12

8004 N/A 1500.00
LLA :
AD 17 71804 KU2N 0251 62470 8 068732 2D LLF10Q AD004SFPX017
Standard Number: N0002517WRSIOHG

MOD 12 Funding 1500.00
Cumulative Funding 489514.20

MOD 13 Funding 0.00
Cumulative Funding 489514.20

MOD 14

8005 5931.88
LLA :
AD 17 71804 KU2N 0251 62470 8 068732 2D LLF10Q AD004SFPX017

MOD 14 Funding 5931.88
Cumulative Funding 495446.08

MOD 15

8005 1808.50
LLA :
AD 17 71804 KU2N 0251 62470 8 068732 2D LLF10Q AD004SFPX017

MOD 15 Funding 1808.50
Cumulative Funding 497254.58

MOD 16 Funding 0.00
Cumulative Funding 497254.58

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MOD 17

8005

5534.01

LLA :

AD 17 71804 KU2N 0251 62470 8 068732 2D LLF10Q AD004SFPX017

MOD 17 Funding 5534.01

Cumulative Funding 502788.59

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 CONFLICT OF INTEREST

SOLICITATION PROVISIONS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

Consistent with the requirements of FAR 9.504(e), the Government will award the contract to the apparent successful offeror unless an OCI exists that cannot be avoided or mitigated. Accordingly, the contracting officer may require the apparent successful offeror(s) to submit an OCI Identification and Mitigation Plan for review prior to award. The contracting officer, with any required assistance from the requiring activity, will review the OCI

Identification and Mitigation Plan submitted by the apparent successful offeror and will determine whether it is acceptable or unacceptable. If unacceptable, the contracting officer will discuss the deficiencies with the apparent successful offeror(s) and allow an opportunity to respond.

ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

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

(2) The financial, contractual, organizational, and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in

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competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems, or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems, or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if

such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications; If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the

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Department of Defense with one (1) year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

H.2 TYPE OF CONTRACT

This is a Firm Fixed Price Task Order issued under (to be completed at time of award)

H.3 FEDERAL HOLIDAYS

For information purposes, the following days are observed as Federal holidays (also available <http://www.opm.gov/FEDHOL/index.asp>):

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day

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Veteran's Day
Thanksgiving Day
Christmas Day
Inauguration Day (when applicable)

The Government shall be available during normal working hours Monday through Friday, excluding holidays. When necessary, the Contractor shall interact with the Government during normal working hours. The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed and work shall not be required of the Contractor on the day(s) these holidays are observed.

H.4 NO WAIVER OF DELIVERY SCHEDULE

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default: (i) Delay by Government in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of submissions either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(b) Any assistance rendered to the Contractor on the contract or acceptance by the Government of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

H.5 ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, pursue debarment the Contractor, or pursue such other remedies as may be permitted by law or the contract.

(d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.7 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the

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employees necessary for such performance. The Contractor shall procure such permits, licenses, and other required authorizations from the United States and from state and local authorities, as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, State and Local Laws in any way affecting the contract work.

H.8 SUPERVISION OF CONTRACTOR'S EMPLOYEES

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor.

Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.9 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.10 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

All contractor employees and sub-contractor employees shall be eligible to work in the United and have no criminal record or pending criminal charges. The proposed Project Manager must be a US Citizen and have an active, adjudicated, clearance at SECRET level or higher. The proposed Electrical Engineer must be a US Citizen and either have an active, adjudicated, clearance at SECRET level or higher, or be clearable (able to obtain an interim clearance) at SECRET level. Offerors shall submit the name of the Project Manager and his/her SSN# in a sealed envelope and deliver to:

NAVFAC Atlantic
Attn: Rochelle Lee, ACQ35
6506 Hampton Blvd.
Norfolk, VA 23508-1278

The information will be delivered unopened to the NAVFAC Atlantic Security Specialist in order to validate clearance levels

H.11 CONFIDENTIAL DISCLOSURE

The Contractor will be required to have each personnel member complete a confidential disclosure statement to protect the personal privacy of individuals from unreasonable violation and information disclosure. The contractual disclosure statement will permit contract personnel access to personal data; thus, contract employees are required to maintain the confidentiality of USPTO/OHR documents.

H.12 IT SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

(a) This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to

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NAVFAC's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(b) Within 30 days of contract award, the Contractor shall certify in writing to the TOM that its employees, in performance of the contract, have completed:

- 1) NAVFAC/DoD IT Security User Awareness Training
- 2) Annual IT Security training in NAVFAC/DoD IT Security policies, procedures, computer ethics, and best practices (when available).

The contractor may use web-based training as available from NAVFAC to meet these requirements. For contracts extending beyond one year, the Contractor shall certify in writing to the TOM within the first 30 days of each contract or option year subsequent to the award year that its employees, in performance of the contract, have completed annual IT Security User Awareness training in accordance with NAVFAC/DoD requirements.

- 2) All Contractor employees are expected to comply with NAVFAC/DoD's IT Security policies.
- 3) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.13 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the TOM, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

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SECTION I CONTRACT CLAUSES

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Clauses applicable to this task order are included in the basic contract

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SECTION J LIST OF ATTACHMENTS

Past Performance Questionnaire

Exhibit Elin Pricing Form

Wage Determination

Payment Schedule