

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 23-Jul-2019	4. REQUISITION/PURCHASE REQ. NO. N5532219RC005AD	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392
jill.joscelyn@navy.mil 757-443-1219

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GTANGIBLE 2800 Eisenhower Ave, Ste 104 Alexandria VA 22314	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-11-D-6561 / N0018919F3019 10B. DATED (SEE ITEM 13) 28-Mar-2019
CAGE CODE 5ST11 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)

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.
[]	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jill H Joscelyn, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Jill H Joscelyn (Signature of Contracting Officer)	23-Jul-2019

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GENERAL INFORMATION

The purpose of this modification is to ... 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 increased from \$104,189.64 by \$0.00 to \$104,189.64.

The total value of the order is hereby increased from \$104,189.64 by \$0.00 to \$104,189.64.

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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	R615	PPS&I Support (O&MN,N)	12.0	MO	\$8,682.47	\$104,189.64
800001	R615	Funds (O&MN,N)				
8001	R615	PPS&I Support (O&MN,N) Option	12.0	MO	\$8,856.12	\$106,273.44
8002	R615	PPS&I Support (O&MN,N) Option	12.0	MO	\$9,033.24	\$108,398.88
8003	R615	PPS&I Support (O&MN,N) Option	12.0	MO	\$9,213.90	\$110,566.80
8004	R615	PPS&I Support (O&MN,N) Option	12.0	MO	\$9,398.18	\$112,778.16
8005	R615	PPS&I Support - FAR 52.217-8 (O&MN,N) Option	6.0	MO	\$9,586.14	\$57,516.84

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Explosive Ordnance Disposal Group TWO

Physical, Personnel, Special and Industrial Security (PPS&I)

1. BACKGROUND

1. The requiring agency is Explosive Ordnance Disposal Group TWO, headquartered in Virginia Beach, Virginia. To support growing Command requirements, it is necessary for EODGRU TWO to contract for additional manpower for Physical, Special, and Industry Security for both the Collateral and Sensitive Compartmented Information programs.

2. OBJECTIVES

1. The objective of this requirement is to obtain contracted Physical, Personnel, Special and Industrial Security (PPS&I) support services to EODGRU TWO in the form of (1) PPS&I SME.

3. SCOPE

1. The Contractor shall provide the personnel, management, materials, equipment and facilities (not otherwise provided by the Government) necessary to meet EOD requirements as defined in this Performance Work Statement (PWS).

4. REQUIREMENTS

1. The contractor shall support EODGRU TWO SSO with functions associated with supporting daily SSO activities.

1. Shall process personnel background investigations for special security clearance actions including:

1. Formulating and ensuring compliance with automated information systems security procedures.

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2. Suggesting, implementing and monitoring compliance with special security policies and procedures.
3. Conducting and coordinating the training for special security representative.
4. Performing as liaison with Government and Industrial Security officials.
5. Overseeing collateral and higher access and badge procedures.
6. Process visit requests via JPAS.
7. Contractor shall not perform any duties for the SSO which are inherently governmental.

2. Qualifications/Prerequisites:

1. Minimum of six years physical, personnel and special security experience with DoD or equivalent Government agencies required, with operational level experience preferred.
2. Position requires experience in compartmented programs in DoD U.S. Intelligence Community, or supporting U.S. Contractors.
3. Experience in security training or security inspections is highly desirable.
4. The position requires solid and varied experience in planning/accrediting facilities in accordance with the ICD 705 standard.
5. Thorough familiarity with all security processes.
6. Must have a working knowledge of security policies and procedures to include National Industrial Security Program Supplement, and DoD 5105.21 volumes 1-3 and DODM 5200.01 V1-V4.

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7. Current Top Secret clearance and SCI eligible.

5. DELIVERABLES

Number	Description	PWS Ref.	Delivery Date
Contractor Manpower Reporting			
0001			
6.0			
	Annually NLT 31 October and/or at contract completion.		

6. CONTRACTOR MANPOWER REPORTING

- The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the EODGRU TWO/N2 via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.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, beginning with 2019. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>.

7. CONTRACTOR TRAVEL No travel requirement

8. SECURITY

- Security will be in accordance with the attached DD254. Contractor individual supporting this task will be cleared at the Top Secret/SCI level at the start of the task. Contractors will require access to: **SCI** in performance of this effort. Contractor will require access to NIPRNET computer systems at EODGRU TWO facilities. Contractor will be authorized to courier classified information up to the "Secret" level in performance of official duties upon approval of and designation by the COR.

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2. The contractor shall insure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.
3. The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.
4. Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all nonpublic Government data to ensure the confidentiality, integrity, and availability of Government data.
5. All contractor personnel are required to be citizens of the United States.
6. Contractor must be able to obtain personnel and vehicle access to military installations. Contractor is responsible for coordinating all necessary access through the local Military Pass and Decal Office.

9. SAFETY

1. Nothing in the Statement of work, nor any Government action or failure to act in performance of the contract shall relieve the contractor of its responsibility for the safety of the contractor's personnel and property, the Government's personnel and property, and the general public. Furthermore, nothing in this PWS shall relieve the contractor of its responsibility for complying with applicable Federal, State, and Local laws, ordinances, codes and regulations (including those requiring applicable licenses and permits) in connection with the performance of this contract.

10. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/INFORMATION (GFP/GFE/GFI)

1. The government shall provide materials and equipment found in an office setting (i.e., office space, computer, phone, email access, Microsoft Office software) as well as other unique software programs, agency specific information, resource material and documents needed to accomplish the required tasks. All government furnished equipment, software, and information shall be returned to

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the government upon completion of performance.

2. In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager.

3. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

4. Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. 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 decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

5. The SAAR-N shall be forwarded to the 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 may result in delaying the individual's start date.

6. 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) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

11. QUALITY CONTROL

1. The contractor shall implement and maintain a Quality Control Plan (QCP) to ensure work performed conforms to the scope of work and meets the requirements under this PWS. The QCP shall, at a minimum provide a method for performing inspections; identifying, correcting and

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preventing problems/defective service; addressing customer complaints, and improving the quality of services over the life of the contract.

12. QUALITY ASSURANCE

1. The Government reserves the right to perform inspections and surveillance to evaluate the Contractor's compliance to the contract terms and performance of the requirements in the PWS. The Government will make every effort to ensure that the surveillance methods used are conducted in an objective, fair, and consistent manner. The Government will assign a Contracting Officer's Representative (COR) who will be responsible for monitoring performance in accordance with the requirements of the PWS and the Quality Assurance Surveillance Plan (QASP). The COR will make every effort to ensure that the surveillance methods used are conducted in an objective, fair, and consistent manner.
2. Contract Discrepancy Report (CDR). In the event of unsatisfactory contractor performance, the KO will issue a CDR that will explain the circumstances and findings concerning the incomplete or unsatisfactory service. The contractor shall acknowledge receipt of the CDR and respond in writing as to how he/she shall correct the unacceptable performance and avoid a recurrence. The Government will review the contractor's corrective action response to determine acceptability and will use any completed CDR as part of an overall evaluation of Contractor performance when determining present or future contractual actions.

13. PLACE OF PERFORMANCE

1. The place of performance for the individual will be Joint Expeditionary Base, Little Creek, Virginia Beach, VA.

14. PERIOD OF PERFORMANCE

The period of performance will contain a one-year Base period, four one-year Option periods and a six-month Option period in accordance with FAR 52.217-8.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Government facility located at:

Joint Expeditionary Base - Little Creek, Virginia Beach, VA

Explosive Ordinance Disposal Group TWO

2520 Midway Rd

Virginia Beach VA 23459

QASP

To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS, a QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

12.1 Performance Standards

a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

c. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

12.2 Surveillance Methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic inspection, and validated customer complaints.

Performance Measurement: Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
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Contractor Quality	Activities, facilities, deliveries as required by the PWS	Inspection by the COR	Upon completion of activities; as required for corrective action	>95% compliance
Contractor Response	Activities, facilities, deliveries as required by the PWS	Inspection by the COR	As required for Corrective Action	100% compliance
Quality Control	Satisfactory Course Evaluations	Inspection by the COR	Upon event completion	>95% of evaluations rate course as "Satisfactory".
Invoicing	Invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice by the COR	Upon completion of each event	100% accuracy
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables performed/submitted timely
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Regulatory Compliance	Report labor hours pursuant to ECRMA; comply with FAR Clause 52.222-50 (human	COR observation, documented performance	Annual	100% compliance

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	Trafficking)			
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If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR makes an annual report on Contractor Performance via CPARS or other annual report that may be required. The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

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

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000

4/15/2019 - 4/14/2020

CLIN - DELIVERIES OR PERFORMANCE

Period of Performance:

Base Period: 15 April 2019 -14 April 2020

Option Period 1: 15 April 2020 -14 April 2021

Option Period 2: 15 April 2021 -14 April 2022

Option Period 3: 15 April 2022 -14 April 2023

Option Period 4: 15 April 2023 -14 April 2024

FAR 52.217-8: 15 April 2024 -14 October 2024

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

LCDR Franklin Jensen

Supply Officer

EOD Group TWO

757-318-4400 x340

CONTRACT ADMINISTRATION PLAN (CAP)

FOR FIXED PRICE CONTRACTS

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

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

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

4. The Contracting Officer's 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 PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be

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effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

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

(2) The COR 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 PCO 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 PCO to the situation.

(3) The COR will take timely action to alert the PCO 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 PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the

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

c. Invoice Review and Approval/Inspection and Acceptance

(1) The 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 PCO and the CAO 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 COR 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.

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

f. Government Furnished Property. When government property is to be furnished to the contractor, the 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.

Enclosure (1)

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

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

(3) The 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. The 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

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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.

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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).

NAVSUP Fleet Logistics Center Norfolk

Jill Joscelyn, Code 230

1968 Gilbert Street, Suite 600

Norfolk, VA 23511-3392

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757-443-1219

jill.joscelyn@navy.mil

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.

NAVSUP Fleet Logistics Center Norfolk

1968 Gilbert Street, Suite 600

Norfolk, VA 23511-3392

757-443-1419

3. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) is responsible for contract administration functions delegated by the PCO.

Name: ----N/A-----

Address: -----

Phone: -----

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

Name: DFAS CLEVELAND

NORFOLK ACCOUNTS PAYABLE

Address:1240 E 9TH STREET

CLEVELAND OH 44199-8022

Phone: -----

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

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

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

Contracting Officer Representative LCDR Franklin Jensen

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: -----N/A-----

Address: -----

Phone: -----

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6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: -----N/A-----

Address: -----

Phone: -----

(End of text)

Accounting Data

SLINID	PR Number	Amount
800001	N5532219RC005AD	26890.00
LLA :		
AA 1791804 6C6C 252 C582A 056521 2D C005AD		

BASE Funding 26890.00
Cumulative Funding 26890.00

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MOD P00001 Funding 0.00
Cumulative Funding 26890.00

MOD P00002

800001 N5532219RC005AD 77299.64
LLA :
AA 1791804 6C6C 252 C582A 056521 2D C005AD

MOD P00002 Funding 77299.64
Cumulative Funding 104189.64

MOD P00003 Funding 0.00
Cumulative Funding 104189.64

MOD P00004 Funding 0.00
Cumulative Funding 104189.64

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) Definitions. As used in this clause--

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall--

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

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

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

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

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

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

COMBO

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

NOT APPLICABLE

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(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*

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Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC HQ0338

Issue By DoDAAC N00189

Admin DoDAAC N00189

Inspect By DoDAAC N55322

Ship To Code _ _ _ _

Ship From Code _ _ _ _

Mark For Code _ _ _ _

Service Approver (DoDAAC) N55322

Service Acceptor (DoDAAC) N55322

Accept at Other DoDAAC _____

LPO DoDAAC N55322

DCAA Auditor DoDAAC _____

Other DoDAAC(s) _____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

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

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

Patrick.Cave@Navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Patrick.Cave@navy.mil

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

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AUTHORIZED CHANGES THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(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 communicate 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 with the Contracting Officer. 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 Contracting Officer is: NAME: FLC-N Warranted Contracting Officer ADDRESS: 1968 Gilbert Street, Suite 600, Code 230.1, Norfolk VA 23511 TELEPHONE: 757) 443-1456

ORGANIZATIONAL CONFLICT OF INT NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST The Contracting Officer has determined that there is a substantial likelihood that organizational conflicts of interest (OCI) could arise during the performance of this contract. Offerors are invited to examine 10 U.S.C. § 2399, Federal Acquisition Regulation (FAR) Subpart Part 9.5, as well as, the contract clause entitled ORGANIZATIONAL CONFLICTS OF INTEREST addressed in the solicitation.

By the very nature of the tasks assigned under the anticipated contract, the contractor(s) could gain non-public information about forthcoming Navy IT requirements that might result in an unfair competitive advantage in future procurements. The field of potential contractors which are capable of performing this task are sometimes the same vendors that support and provide the supplies and services under the approved requests. Accordingly, it is foreseeable that organizational conflicts of interest could arise in some instances due to performance under this contract and warrant the existence of conflicting roles that might bias a contractor's judgment and create an unfair competitive advantage.

Pursuant to FAR 9.507-1(d), the terms of the OCI clause and the application of 10 U.S.C. § 2399 and FAR 9.5 are not subject to negotiation. The contractor shall disclose to the Government information concerning all conflicts of interest and explain how it intends to avoid, neutralize, or mitigate any possible conflicts of interests. Notwithstanding this, nothing herein will prevent the Contracting Officer from reviewing an offeror's proposed OCI plan to determine whether such complies, or can be conformed to, the requirements of law and regulation.

ORGANIZATIONAL CONFLICTS OF INTEREST (a) Purpose. This clause seeks to ensure that the contractor (1) does not

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

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable: (1) "System" includes system, major component, subassembly or subsystem, project, or item. (2) "Nondevelopmental items" 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" 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. (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 30 days after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR

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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 30 days 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 is 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) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days 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, the products or services of another firm for which the contractor performs similar work, or the products or services of a competitor. 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

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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.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION The prime contractor shall complete this representation and submit it with their task order proposal. I represent, as part of this offer, to the best of my knowledge and belief that: (a) The award of the task order for technical, analytical, administrative and material support services for the CVN-78 Platform Initial Operational Test and Evaluation (IOT&E) under Solicitation N00024-15-R-3542 _____ (hereinafter “Contractor”) [PRIME CONTRACTOR] does /___/ does not /___/ involve “Organizational Conflicts of Interests” - meaning situations or relationships of the type described in 10 U.S.C. § 2399, FAR Subpart 9.5 and defined at FAR Subpart 2.101 – with respect to Contractor, (including any of its parent organizations or corporations, all subsidiaries, divisions, affiliates, and directorates) and with respect to any subcontractor that will perform the services under this task order.

(b) The supplies, services, and other performance to be rendered by Contractor and any subcontractor under this task order are /___/ are not /___/ subject to terms, conditions and restrictions imposed by other current and/or prior federal contracts now being performed or performed arising from Organizational Conflicts of Interests. Identify the subcontractors, if any, providing services under this task order. If none, so state.

If organizational conflicts of interest or conditions and restrictions exist, I understand that the contracting officer has the discretion to take any of the following actions: (1) Disqualify and exclude the offeror from consideration for the subject task order; (2) Impose appropriate conditions and restrictions which avoid, neutralize or mitigate such conflicts; or (3) Determine that it is otherwise in the best interests of the United States to seek award of the contract under applicable waiver procedures. Offerors should note that COMOPTEVFOR and FISC Norfolk have never sought an organizational conflict of interest waiver. The refusal or failure of the prime contractor to provide this representation shall result in the disqualification of the offeror for award of the task order. This representation will be incorporated by reference into and made a part of the awarded task order. I understand that this representation constitutes a material representation. I am authorized to make this representation on behalf of

_____. [NAME OF CONTRACTOR] By,
 _____/signed name _____/printed
 name _____/title _____ [NAME OF
 CONTRACTOR]

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-5 EVALUATION OF OPTIONS

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE

52-219-13 NOTICE OF SET-ASIDE OF ORDERS

52.219-14 LIMITATIONS ON SUBCONTRACTING

52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS

52.222-41 SERVICE CONTRACT ACT OF 1965

52.222-43 FAIR LABOR STANDARDS ACT-PRICE ADJUSTMENT

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 52.222-99 (DEV) ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION)

52.232-18 AVAILABILITY OF FUNDS 52.233-1 ALT I DISPUTES

52.236-13 ALT I ACCIDENT PREVENTION

52.245- 1ALT I GOVERNMENT PROPERTY ALTERNATE I

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day prior to contract expiration.

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(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to contract expiration ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 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 66 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Physical, Personnel, Special and Industrial Security (PPS&I), GS12, Step 5

(End of clause)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-00010) (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 CONTRACTORS 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

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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 VIII, 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)

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (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 COMMUNICATE 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 WITH THE CONTRACTING OFFICER. 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 CONTRACTING OFFICER IS:

NAME: Fleet Logistics Center, Norfolk Warranted Contracting Officer

ADDRESS: NAVSUP FLEET LOGISTICS CENTER (FLC) NORFOLK CONTRACTING DEPARTMENT,
CODE 230 1968 GILBERT STREET, SUITE 600 NORFOLK, VA 23511-3392

(END OF CLAUSE)

DATA RIGHTS

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software

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that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the

Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the

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affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order.

For each background invention, the list shall identify:

- (a) patent or pending patent application number;
- (b) title of the patent or pending patent application;
- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

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SECTION J LIST OF ATTACHMENTS