

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

04

3. EFFECTIVE DATE

28-Nov-2017

4. REQUISITION/PURCHASE REQ. NO.

N00178-10-D-6273

5. PROJECT NO. (If applicable)

N/A

6. ISSUED BY

CODE

N62473

7. ADMINISTERED BY (If other than Item 6)

CODE

N62473

NAVFAC SOUTHWEST

1220 Pacific Highway, Building 127

San Diego CA 92132

NAVFAC SOUTHWEST

1220 Pacific Highway, Building 127

San Diego CA 92132

SCD: C

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

Redhorse Corporation
1370 India Street, Ste 200
San Diego CA 92101

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-10-D-6273-EFE1

10B. DATED (SEE ITEM 13)

15-Sep-2016

CAGE
CODE

4WS86

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.

FAR 52.243-1

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 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)

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

29-Nov-2017

BY

29-Nov-2017

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add two additional EES II to San Diego location... 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:

8001AA:

From: AC 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7422 476927X27PGQ

To: AA 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7402 476927X27PGQ

8001AB:

From: AC 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7422 476927X27PGQ

To: AA 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7402 476927X27PGQ

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8001AA	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]
8001AB	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001AA	[REDACTED]	[REDACTED]	[REDACTED]
8001AB	[REDACTED]	[REDACTED]	[REDACTED]

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		Base Year - 15 Sept 2016 - 14 Sept 2017				
8000AA	R425	Base Year - 15 Sept 2016 - 14 Sept 2017 Includes all labor and equipment in accordance with the PWS (Fund Type - OTHER)	1.0	LO		
8000AB	R425	Base Year - 15 Sept 2016 - 14 Sept 2017 Travel (Reimbursable) (Fund Type - OTHER)	1.0	LO		
8001		Option Year 1 - 15 Sept 2017 - 14 Sept 2018				
8001AA	R425	Option Year 1 - 15 Sept 2017 - 14 Sept 2018 Includes all labor and equipment in accordance with the PWS. (Fund Type - OTHER)	1.0	LO		
8001AB	R425	Option Year 1 - 15 Sept 2017 - 14 Sept 2018 Travel (Reimbursable) (Fund Type - OTHER)	1.0	LO		
8002		Option Year 2 - 15 Sept 2018 - 14 Sept 2019				
8002AA	R425	Option Year 2 - 15 Sept 2018 - 14 Sept 2019 Includes all labor and equipment in accordance with the PWS. (Fund Type - OTHER)	1.0	LO		
		Option				
8002AB	R425	Option Year 2 - 15 Sept 2018 - 14 Sept 2019Travel (Reimbursable) (Fund Type - OTHER)	1.0	LO		
		Option				
8003		Option Year 3 - 15 Sept 2019 - 14 Sept 2020				
8003AA	R425	Option Year 3 - 15 Sept 2019 - 14 Sept 2020 Includes all labor and equipment in accordance with the PWS. (Fund Type - OTHER)	1.0	LO		
		Option				
8003AB	R425	Option Year 3 - 15 Sept 2019 - 14 Sept 2020 Travel (Reimbursable) (Fund Type - OTHER)	1.0	LO		
		Option				
8004		Option Year 4 - 15 Sept 2020 - 14 Sept 2021				
8004AA	R425	Option Year 4 - 15 Sept 2020 - 14 Sept 2021 Includes all labor and equipment in accordance with the PWS. (Fund Type - OTHER)	1.0	LO		
		Option				
8004AB	R425	Option Year 4 - 15 Sept 2020 - 14 Sept 2021 Travel (Reimbursable) (Fund Type - OTHER)	1.0	LO		

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 46	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 46	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT N62473-10-D-6273 CTO EFE1 Modification 01

ENVIRONMENTAL TECHNICAL AND PROGRAM SUPPORT SERVICES FOR THE BASE REALIGNMENT AND CLOSURE PROGRAM MANAGEMENT OFFICE (BRAC PMO) NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST SAN DIEGO, CALIFORNIA 92152

30 June 2016 – Revised August 1, 2016
Revised 1 December 2016

1. BACKGROUND

The Base Realignment and Closure (BRAC) Program Management Office (PMO) has overall responsibility for effective and efficient Department of the Navy (DON) implementation of BRAC realignment and closure decisions. The BRAC PMO is the DON's integrated PMO for all BRAC related efforts, including program oversight of closure and realignment and the management of the cleanup and disposal of U.S. Navy and Marine Corps bases closed by the Base Realignment and Closure process. BRAC PMO consists of a Support element located in Washington DC, BRAC PMO East (Philadelphia, PA, and Charleston, SC), and BRAC PMO West (San Diego, CA and San Francisco, CA). The BRAC PMO environmental program is responsible for providing environmental technical and business services for DON facilities.

2. OBJECTIVE

The BRAC program has a need for environmental technical and program support and assistance services for the following programs: Environmental Engineering, National Environmental Policy Act (NEPA) Planning, Facilities Management, Administration, Website Analyst and Data Analysis.

3. SCOPE OF WORK

The Contractor shall provide support and assistance services to BRAC PMO as described in this Performance Work Statement (PWS). The services provided are non-personal services. See Section 4.7 for Non-Personal Service Statement.

The Contractor shall provide all necessary direct labor, supervision, management, and materials and equipment, except material and equipment specified as government-furnished, to meet the performance objectives defined in this PWS.

The chart below shows the required resources and locations. The Contractor shall provide the following resources: Environmental Engineering Support (EES) – Level II; NEPA Planner; Facilities Management Support; Administrative Assistants I and II; Data Analyst; and Website Analyst.

	Charleston, SC	San Diego, CA	San Francisco, CA	Philadelphia, PA	Washington, DC	TOTALS
Environmental Engineering Support Level II	1	10			1	12
NEPA Planner	1					1
Facilities Management Support			2			2
Administrative Assistance II					1	1
Administrative Assistance I		1		1		2
Data Analyst		1				1
Website Analyst		1				1
TOTALS	2	13	2	1	2	20

3.1 Place(s) of Performance

Services may be provided off-site, on-site, or a combination of, depending on program requirements. However, the majority of the work will be performed at the Government facilities in San Diego, CA, located at BRAC PMO West, 33000 Nixie Way, Building 50, San Diego, CA 92147. Other Government facilities where work may be performed are:

- a) BRAC PMO West, 33000 Nixie Way, Building 50, San Diego, CA 92147.
- b) BRAC PMO Support, 720 Kennon Street SE, Building 36, Ste. 320, Washington Navy Yard, DC 20374.
- c) BRAC PMO Northeast, 4911 South Broad Street, Building 679, PNBC, Philadelphia, PA 19112.
- d) BRAC PMO Southeast, 203 South Davis Drive, Joint Base Charleston, SC 29404.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 5 of 46	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

e) BRAC PMO CSO Treasure Island, 1 Avenue of the Palms, Suite 161, San Francisco, CA 94130.

3.2 Personnel Requirements

The Contractor shall furnish sufficient personnel to perform all work specified within the PWS. The Contractor is solely responsible for the control and supervision of Contractor personnel performing under each task. This includes Contractor employee leave and timekeeping issues. The Contractor is responsible for properly training its employees before commencing work on a task in order to recognize the scope of their duties. Contractor personnel must be qualified to perform the duties of their assigned labor classifications as specified in this PWS.

The Contractor is required to comply with Public Law 105-270, Section 5 (2)(A). This law states that the Contractors will not perform inherently governmental functions. Section 5(2)(B) of this Public Law defines the term “inherently Governmental function” as a “function that is so intimately related to the public interest as to require performance by Federal Government employees.” Per Section 5(2)(B), inherently governmental functions include management of Government programs requiring value judgments, conduct foreign relations, selection of program priorities, and the direction of intelligence and counter-intelligence operations. Per Section 5(2)(C), inherent Governmental functions DO NOT include, (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal Governmental officials; or (ii) any function that is primarily ministerial and internal in nature.

The Government reserves the right, during this Contract, to request work histories on any Contractor employee for the purposes of verifying compliance with the requirements of this PWS. The Government shall give final approval prior to acceptance for placement of Contractor personnel proposed by the Contractor. The Government may, at any time, require verification that individuals assigned meet the minimum qualifications described herein. Below are personnel qualifications the contractor must use when filling the positions anticipated under the resultant contract. If utilized, the personnel shall meet or exceed the qualifications identified.

3.2.1 Key Personnel

The Program Manager is identified as Key Personnel and shall be the Contractor's authorized point of contact with the Government Contracting Officer (KO) and the Contracting Officer's Representative (COR). The Program Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates. No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. .

All Contractor requests for approval of substitutions of Key Personnel shall be submitted in writing to the COR and the KO at least two weeks (14 calendar days) in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the KO necessary to approve or disapprove the proposed substitution. The COR and the KO will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing

3.2.2 Right of First Refusal of Personnel Selection

The Contractor shall give existing personnel who have been or will be adversely affected or separated as a result of award of this Contract the right of first refusal for employment openings under the Contract in positions for which they currently hold or are qualified to fill.

- Within 10 days after contract award, the KO will provide to the Contractor a list of all existing personnel who have been or will be adversely affected or separated as a result of award of this Contract.
- The Contractor shall report to the KO the names of individuals identified on the existing personnel list, hired within 30 days after contract performance begins.

Within 30 days after Contract award, the Contractor shall provide the KO resumes (redacted of personal information) for approval for all proposed backfill staff for all vacancies created as result of the award of this Contract.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 6 of 46	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

3.2.3 Environmental Engineering Support (EES)

Qualifications include, but are not limited, to the following:

EES Support II: Qualifications include a minimum of six (6) years environmental experience including at least three (3) years working on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) environmental projects or other federal environmental projects. Knowledge of a wide range of concepts, principles, and practices as applied to environmental engineering.

- Knowledge of the laws, regulations, and standards applicable to the specialty, such as but not limited to: federal and state environmental regulations relevant to environmental remediation of CERCLA hazardous substances, munitions, radiological, lead based paint, asbestos, and petroleum. This includes but is not limited to CERCLA, Superfund Amendments Reauthorization Act (SARA), RCRA, state hazardous waste laws and regulations, Clean Air Act, and Clean Water Act.
- Valid driver's license.
- Strong communication skills in the English language, both written and oral.
- Current U.S. Occupational Safety & Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) certification and appropriate refresher.
- Ability to perform regular and recurring field inspections, investigations, or surveys in which there is a considerable amount of walking, stooping, bending, and climbing.
- Ability to perform work in an office setting, with occasional visits to construction sites. Work involves moderate risks of discomforts that require adherence to safety precautions.
- The EES shall have a Bachelor's degree or the experience equivalent to a Bachelor's degree in Environmental Science, Geology, or Engineering from an accredited college or university.
- The EES shall have experience in broad base engineering disciplines, including specialties in various media such as soil, sediment, and groundwater remediation, solid waste, storm water, wastewater, potable water, air emissions, lead-based paint, pesticides, and asbestos.
- Experience using Microsoft Office Suite (Excel, Word, PowerPoint, Project, and Outlook).

Tasks include, but are not limited to, the following:

- Assist BRAC PMO Management and/or Lead Remedial Project Manager (LRPM) with project oversight. Oversight tasks may include data collection, regulator interface, cost estimate development, preparation of statements of work, and drafting correspondence according to established milestones with reviews for quality and progress assuring schedules, cost estimates, and strategies are accurate and executable.
- Review Installation Restoration reports to determine if the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), National Oil and Hazardous Substances Contingency Plan (NCP), and Resource Conservation and Recovery Act (RCRA) are being met. Provide written assessment of findings to the LRPM.
- Research and interpret federal and state environmental laws and regulations (proposed and existing) and determine their applicability to specific environmental projects that are conducted under the installation restoration program.
- Participate in environmental subject matter meetings and prepare attendance notes. Required meetings include, but are not limited to project meetings with contractors, agency meetings with regulatory agency representatives, internal staff meetings, and organization meetings.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 7 of 46	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

- Assist LRPM in providing briefings to the Base Closure Manager (BCM) and BRAC management.
- Attend environmental subject related conferences including those sponsored by the DON, industry, and regulatory agencies.
- Provide assistance with preparing written journal articles for publication in periodicals on environmental topics.
- Work with a variety of contract types such as Firm-Fixed Price, Indefinite Delivery/Indefinite Quantity (IDIQ), Multiple Award Contracts (MACs), Environmental Job Order Contracts (EJOCS), Remedial Action Contracts (RACs), Cost Reimbursable, and Comprehensive Long-term Environmental Action Navy (CLEAN) contracts.
- Draft project cost estimates, utilizing available cost estimation tools as well as independent research and professional experience. Cost estimate data shall be provided on Excel spreadsheets with accompanying narrative supporting documentation and presented to LRPM for approval and signature.
- Suggest innovative technical principles, practices, theories, and resolutions to technical issues to BRAC PMO Management and/or Lead Remedial Project Manager (LRPM).
- Interact on a daily basis with personnel from multiple environmental regulatory agencies including but not limited to; the U.S. Environmental Protection Agency (U.S. EPA), U.S. Fish and Wildlife Service, California Department of Toxic Substance Control, California Regional Water Quality Control Boards, local air pollution control districts and boards, and California Integrated Waste Management Board.

3.2.4 **NEPA Planner**

Qualifications include, but are not limited, to the following:

Minimum of 10 years NEPA Planning experience, including at least 5 years managing Environmental Impact Statement (EIS) projects for the DON. Experience must include ensuring Navy BRAC PMO environmental and cultural compliance with NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Coastal Zone Management Act (CZMA), and other Federal environmental and cultural requirements. At a minimum, a Bachelor degree from an accredited college or university is required.

Tasks include, but are not limited to, the following:

- Ensure environmental compliance with NEPA, providing assistance the Deputy Base Closure Managers (BCMs) in management and oversight for preparing EIS's, EA's, and other environmental reviews and regulatory requirements.
- Provide expert technical advice and assistance in the interpretation and application of NEPA, and related Federal and state laws, regulations, Executive Orders, procedures, agency guidelines and interaction with other Federal, state, and local agencies, and the general public.
- Assist in establishing project goals and objectives by provide findings and recommendations, to ensure multiple projects are accomplished within budget, on schedule, and that meet the needs of the Government.
- Provide expert level technical review and final Quality Assurance/Quality Control (QA/QC) to the Deputy BCMS, ensuring technical sufficiency for all NEPA documents.
- Conduct in-house research, technical assessment, and assist in preparing technical reports, public notices, consultation and interagency coordination letters, decision documents to support the NEPA process and agency actions.
- Assist in the coordination of public involvement efforts to support NEPA actions, including developing meeting materials, meeting logistics, developing and preparing staff for meetings (e.g., risk communication and developing a consistent

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 8 of 46	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

message), presenting and public speaking, and discussing issues with members of the public.

- Provide assistance to Deputy BCM in development and coordinate systems to ensure integration of legal compliance with NEPA, including working closely with agency legal counsel to review deliverables and resolve potential project legal issues.
- Serve as lead technical advisor to BRAC PMO and other Navy staff in matters related to NEPA, including a strong technical understanding of biological, cultural, transportation and traffic, water, air quality, noise, land use, and socioeconomic resources.
- Coordinate the BRAC PMO NEPA review and approval process, including briefing senior management regarding the status of BRAC PMO NEPA projects.

3.2.5 Facilities Management Support

Qualifications include a minimum of six (6) years facilities management experience. Experience shall include at least three (3) years of working on base closure facilities and the management of large numbers of facilities and various types of utility systems and tenant coordination issues.

- At a minimum, a high school diploma is required.
- Ability to work independently and on multiple sites and projects.
- Basic knowledge of all types of utility systems, reading design maps, and a basic understanding of structures.
- Valid driver's license
- Certified for lift truck operation, Classification I, II, III, IV.
- Proficient using Microsoft Office Suite (Excel, Word, PowerPoint, Projects and Outlook)

Tasks include, but are not limited to, the following:

- Provide logistical support for utility access and avoidance, storage requirements, and coordination with tenants and the Local Reuse Authority (LRA).
- Attend contractor Quality Control (QC) meetings and monitor the field work, reporting any issues observed to appropriate DON personnel. The FM will provide site pictures and updates as requested and report safety or other issues to the Base Caretaker Operations Manager and/or the Remedial Project Manager (RPM) as appropriate.
- Support all required facility and utility repairs as needed. This will include coordination with local utility agencies, coordination with the Caretaker Site Office (CSO) maintenance contractor, and notification to any tenants impacted by the repair.
- Inspect closed facilities to ensure security and protection of Navy assets. Issues that arise shall be corrected in house if possible, e.g. boarding up windows, securing buildings, repairing fences, removing debris. If work cannot be accomplished by the FM, coordinate completion with the maintenance contractor or LRA as appropriate.
- Provide onsite support for the various needs of the BRAC PMO Management/RPMs/LRPMs/CSO. This includes supporting onsite access for project bid walks and tours; coordinate security access requests; provide site updates via photo and video; and completing other site tasks as requested.

3.2.6 Administrative Assistants

Administrative Assistant II: Qualifications include a minimum of 5 years relevant experience in executive assistance and

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 9 of 46	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

office administration knowledge of the Navy Correspondence manual.

- Ability to use Microsoft Office Suite (Excel, Word, PowerPoint, and Outlook).
- High School diploma or GED equivalent is required.
- Valid driver's license
- Knowledge in coordination and oversight of executive calendar, correspondence, and various other administrative duties as required.

Tasks may include, but are not limited to, the following for assigned area of responsibility:

- Provide direct support to senior management personnel in support of financial management, allocation, planning, and execution of BRAC mission.
- Prepare, review, correct and track all correspondence for procedural and grammatical accuracy.
- Maintain correspondence control logs documenting incoming correspondence. Advise director and others as needed, and track when response is due.
- Provide draft notes from meetings. Finalize and distribute to team members once approved.
- Screen all incoming visitors and calls to Executive office.
- Type and track all training requests (SF 182) for team members.
- Scan necessary documents including official correspondence, financial documents, travel receipts and letters.
- Arrange travel and prepare travel documents for executive staff.
- Make copies of necessary documents, correspondence, slide presentations and handout materials, assemble presentation booklets in support of Executive team if needed.
- Maintain Executive office calendar.

Administrative Assistant I: Qualifications include a minimum of 3 years relevant experience in office management and administration.

- Ability to use Microsoft Office Suite (Excel, Word, PowerPoint, and Outlook).
- High School diploma or GED equivalent is required.
- Knowledge in coordination and oversight of office calendar, correspondence, and various other administrative duties as required.

Tasks may include, but are not limited to, the following for assigned area of responsibility:

- Prepare, review, correct and track all correspondence for procedural and grammatical accuracy.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 10 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Maintain correspondence control logs for PMO, documenting incoming correspondence. Advises director and others as needed, and tracks when response is due.
- Provided draft notes from meetings. Finalize and distribute to team members once approved.
- Screen all incoming front office visitors and calls.
- Type and track all training requests (SF 182) for team members.
- Receive and distribute all incoming mail, federal express and UPS packages and tracks federal express packages for shipment and delivery for staff.
- Scan necessary documents including official correspondence, financial documents, travel receipts and letters signed by Directors, Base Closure Managers (BCM), Deputy BCMs, BECs, Real Estate Contracting Officers and other team members.
- Make copies of necessary documents, correspondence, slide presentations and handout materials, assembles presentation booklets for team if needed.
- Prepare necessary forms for ordering office supplies, calendars, etc. using DoD Email program.
- Make necessary service calls when office equipment is down or in need of repair, changes toner cartridges, imaging units, and transfer roller for office printers and ensure all printer and supply areas are properly stocked.
- Maintain office calendar.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 11 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.2.7 **Data Analyst**

Qualifications include a minimum of 6 years of relevant experience with DoD or DON business intelligence systems, web-based data systems, and/or database administration.

- Experience as Analyst or similar role is required. Data Analyst must possess strong quantitative and analytic abilities in order to analyze and validate data.
- Bachelor's degree in Business Administration from an accredited college or university or the experience equivalent to a Bachelor's degree.
- Excellent computer skills (Excel, Word, PowerPoint, SharePoint, Access).
- Exceptional interpersonal, communication and organizational skills.
- Valid driver's license
- Detail oriented, dependable and motivated.
- Must have favorable NACI ~~and~~ or NACLIC background investigation completed before start date.

Tasks include, but are not limited to:

- Provide support to identify business management information needs, develop and analyze business requirements and analyze business intelligence data
- Proficient utilizing COGNOS or similar reporting software to identify and analyze data to support key organizational strategies
- Create integrated analyses from varied data sources
- Support continual operations of shared drives, distribution lists and other data systems
- Establish and maintain inventories of personal property (knowledge of DON property inventory policies and/or regulations is desired)
- Support BRAC PMO with ad-hoc projects

3.2.8 **Website Analyst**

Note: This is not an IT Position

Qualifications include a minimum of 6 years of relevant experience with DoD or DON policies and/or regulations is required.

- Bachelor's degree in Business Administration from an accredited college or university or the experience equivalent to a Bachelor's degree .
- Proficiency in Microsoft Office Suite (Excel, Word, PowerPoint, Project, Access, and Outlook).

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 12 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Must have experience working with Adobe Experience Manager Application (Adobe CQ-5) or a similar website software application.
- Must have favorable NACI ~~and~~ or NACLIC background investigation completed before start date
- Valid drivers license

Tasks include, but are not limited to:

- Review and update content of the BRAC public website as required.
- Review the current BRAC public website architecture and design for usability and provide recommendations in a report for implementation as required.
- Provide training on the Adobe Experience Manager Application (Adobe CQ-5) (both in-person and web-based).
- Identify process flow requirements to create and/or improve business rules for website management using Adobe Experience Manager Application (Adobe CQ-5).
- Use website analytic tools; create metrics reports; and provide analysis to improve website communications.

4. CONTRACTOR TASKS

4.1 Work Element 1: Project Management

The Contractor shall provide the required resources at the required locations for environmental technical and program support and assistance services for the following programs: Environmental Engineering, NEPA Planning, Facilities Management, Administration, Website Analyst and Data Analysis. The Contractor shall be responsible for managing and overseeing the activities of all Contractor and subcontractor provided personnel. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the PWS.

4.2 Work Element 2: Management Plan

The Contractor shall provide a Management Plan that addresses the following:

- The process for recruiting, evaluating, assigning, retaining and replacing, experienced and qualified personnel during contract performance.
- The process for ensuring acceptable performance of assigned personnel.
- The process for managing and coordinating the tasks and deliverables and monitoring and controlling costs.
- Provide a backup plan for coverage of anticipated interruption in service for contracted positions.

The Management Plan shall also include a Transition Plan. The Transition Plan shall include a staffing plan for hiring personnel after award. Plan to include schedule for hiring ramp up and timeframe when staffing actions will be completed which shall be not later than two weeks after task order award. The plan shall include but not be limited to start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The Transition Plan shall also detail how the awarded contractor will coordinate communications with the incumbent contractor and NAVFAC BRAC PMO staff and how it will ensure uninterrupted workflow during the transition process.

4.3 Work Element 3: Transition Period/Orientation

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 13 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The first and last months of the contract period (see Section 5 Period of Performance) will be a transition period for contract turnover in which the awarded contractor will participate in knowledge transfer activities and take over all contract requirements from the incumbent contractor. The contractor shall provide phase-in/out transition services in accordance with FAR 52.237-3 Continuity of Services clause (included in this contract).

Within two weeks of award, the Contractor shall prepare and conduct an orientation briefing for the Government. The intent of the briefing is to initiate the communication process between the Government and Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives. The Contractor and Government key personnel will establish a common understanding of the work to be accomplished under this PWS. The Orientation Briefing will be held at BRAC PMO West in San Diego, California at a date and time mutually agreed upon by both parties.

4.4 Work Element 4: Deliverables

4.4.1 Monthly Status Reports

The Contractor shall document the efforts performed under this PWS in a Monthly Status Report due on or before the 10th of each Month. The status report shall include, at a minimum:

- a) Progress for the period for each Contractor Personnel: brief summary of work accomplished during the reporting period and percent complete and proposed invoice amount.
- b) Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).
- c) Problems encountered: identification of any problems, issues, findings, or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- d) Strategy revisions: recommended changes to include any lessons learned.

4.4.2 Final Report

The Contractor shall provide a final report to the COR at the conclusion of the base period and each option period. The report will summarize objectives achieved, significant issues, problems, and recommendations to improve the process in the future.

4.5 Training

Professional certifications that have a requirement for "Continuous Learning" shall be met and maintained at the Contractor's expense. Government may provide other training as deemed appropriate.

4.6 Security Requirements

Security requirements will be determined by the requiring activity. The Contractor shall comply with the latest version of OPNAV Instruction 5530.14E, "Navy Physical Security and Law Enforcement Program", as applicable, and all local security requirements for the work site. The Contractor must be capable of satisfactorily completing background investigations.

The Contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor personnel shall not disclose and must safeguard procurement sensitive and non-sensitive information, computer systems and data, privacy act data, and government personnel work products, which are obtained or generated in the performance of this contract.

- a) **Physical Security.** The Contractor shall provide picture identification badges for all employees performing work under the

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 14 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Contract. When temporary employees are used for periods of two weeks or less, temporary identification badges without photos may be used. Identification badges shall clearly identify the contractor's name; the individual's full name and the employee identification number. Badges shall be worn at all times and clearly displayed while performing work located at a Government facility.

- b) **Security Clearances.** When access to classified information is required, a DD Form 254 ("Department of Defense Contract Security Classification Specification") or other forms as applicable will be provided. The Contractor shall be responsible for providing personnel with appropriate security clearances to ensure compliance with DoD 5220.22-M, "National Industrial Security Program Operating Manual". The Contractor shall fully cooperate with all security checks and investigations by furnishing requested information to verify the Contractor employees' trustworthiness and suitability for the position. If the Contractor's facility is used in performance of classified work, the appropriate facility clearance must be in place. Contractor's must demonstrate their ability to obtain 'up to' a Secret Clearance should one be required.
- c) **Contractor Access to (Unclassified) Information Systems.** DON policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology. A Contractor employee whose work involves access to sensitive unclassified information warrants a judgment of trustworthiness. Therefore, each Contractor employee will **at a minimum** have a favorably completed National Agency Check with Written Inquiries (NACI). ~~to ensure the Contractor employee assigned to the command will have an investigation equivalent to the National Agency Check with Local Credit Checks (NACLC).~~ This investigation must be current within 10 years.
- d) **U.S. Citizenship.** Additionally all contractor personnel are required to be citizens of the United States and must maintain such status for the duration of the contract. The Contractor will ensure that Contractor personnel assigned to BRAC PMO are U.S. citizens and will ensure completion of the SF-86 ("Questionnaire for Public Trust Positions"). The SF-86, along with the original signed release statements and two applicant fingerprint cards (FD 258), will be forwarded to BRAC PMO's Security Manager for receipt at least one week prior to reporting for duty. The responsibility for providing the fingerprint cards rests with the Contractor. The Security Manager will review the form for completeness, accuracy, and suitability issues. All Contractor personnel will in-process with the Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure. If the Contractor appears suitable after the questionnaire has been reviewed, the request will be forwarded to OPM. If there are any eligibility issues the Contractor will be advised that the Contractor is unacceptable by the Security Manager. OPNAV Form 5239/14 ("System Authorization Access Request Navy (SAAR-N)") is required for all individuals accessing DON Information Technology resources. The Contractor will ensure that the SAAR-N is forwarded to the Security Manager for receipt at least one week prior to the start date for the individual.
- e) **Disclosure and Release of information.** Performance under this Contract may require the Contractor to have access to proprietary and/or business sensitive data. The Contractor shall not use, disclose, or reproduce proprietary data, other than as specified in the contract. The Contractor shall ensure that personnel accessing information systems are properly trained and certified in accordance with DFARS 252.239-7701 and DoD 8570.01-M, "Information Assurance Workforce Improvement Program".

Information made available to the contractor by the Government for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the KO. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are 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. Disclosure of proprietary data or information regarding operations and services of the requiring activity to persons not entitled to receive it, in connection with work under this Contract, may subject the Contractor, Contractor's agent or employees, to criminal or civil liability.

- i. For the purpose of this PWS, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc.
- ii. Two copies of any information proposed to be released must be submitted to KO for security and policy review and clearance 45 days prior to release. Information copies will also be sent to the administrative KO, if applicable, and the COR

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 15 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- iii. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the Government, except as authorized by the KO.
 - iv. 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 for greater rights to the Contractor.
 - v. The Contractor shall be required to complete a non-disclosure agreement prior to task beginning.
- f) **Base Access.** In addition to Contractor provided identification badges, all Contractor Personnel shall obtain a Common Access Cards (CAC) which allows contractor personnel access to work sites. At least 7 days before accessing the BRAC PMO sites and/or requesting a CAC the Contractor must ensure the following is submitted. Failure to provide all documents may result in delaying the reporting date. Personnel cannot be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork in a timely manner.
- i. Contractor shall submit a visit request via the Joint Personnel Adjudication System (JPAS), SMO-000254, or by utilizing the OPNAV 5521/27 Visit Request Form if JPAS is not available. This will enable the Government to confirm that contractor personnel have the required security review.
 - ii. Provide the following documents upon confirmation of security review (required for Government facility and IT systems access):
 - 1. Optional Form (OF) 306 Declaration for Federal Employment
 - 2. Fingerprint Cards
 - 3. Trusted Associate Sponsorship System Form, which is verified every six (6) months
 - iii. Once the investigation is complete, the results are forwarded by OPM to the DoN Central Adjudication Facility (CAF) for a position of trust determination. The DoN CAF determination will appear in JPAS as either "Favorable" or "No Determination Made." Decisions of no determination made indicate that significant derogatory information is present that prevents a favorable suitability determination. Please note that the determination of the DoN CAF is final, as there is no due process accommodation for positions of trust. If the determination is "No Determination Made," the Contractor employee will not be permitted to continue on the contract and the Contractor shall provide a suitable substitute while seeking immediate resolution.
 - iv. If Contractor personnel require access to BRAC PMO facilities prior to issuance of a CAC, Contractor must register with Rapid Gate or obtain other appropriate pass as required. Information on the Rapid Gate program can be found at www.rapidgate.com. Contractor personnel must be approved in the system prior to start date. If Rapid Gate is not obtained in a timely manner, it is the responsibility of the Contractor to ensure personnel are escorted to their duty locations.
 - v. The Contractor is responsible for ensuring CACs are promptly returned to the issuing activity upon termination of an employee or completion of this contract.

4.7 Contractor Interfaces

The Government shall establish an initial contact between the Contractor and any other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. The COR and Contract Specialist shall be included in any establishment of conventions.

The Contractor and its subcontractors 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 and/or their subcontractors

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 16 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

4.8 Non-Personal Service Statement

The Government will not supervise or otherwise direct contractor employees. The tasks, duties, and responsibilities set forth 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.

4.9 Hours of Work

Authorized working hours are between 0600 and 1800 hours, Monday through Friday. All employees are expected to work during the core hours of 0830 to 1430 with a lunch period of 30 minutes to an hour, dependent on scheduled hours. Occasionally, the Contractor may be required to perform and/or provide services outside the normal hours of duty. These occasions will be infrequent and require services be performed after normal working hours in the evening and/or weekends (Saturday and Sunday). The COR and the Contractor will mutually agree upon any/all non-cost deviations to the schedule. Time cards, redacted of personally identifiable information, shall be provided as back-up to invoices submitted for payment.

4.10 Telework

Contracted personnel may telework in the event of base closures, extreme weather and/or extenuating circumstances only. It is the contractor's responsibility to establish and maintain a telework agreement with its employees providing services under this contract. It is the responsibility of the Contractor to ensure that a proper work environment is maintained while teleworking. The Contractor shall terminate the telework agreement should the employee's performance not meet the prescribed standard, or the teleworking arrangement fails to meet organizational needs. It is the contractor's responsibility to ensure their employees are properly trained before permitting them to telework.

At a minimum the Contractor's telework agreement shall include:

- a) A signed safety checklist that proclaims the home safe for an official home worksite, to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit access to the home worksite by agency representatives as required, during normal working hours, to repair or maintain Government-furnished equipment, and to ensure compliance with the terms of this telework agreement.
- b) A statement which designates one area in the home as the official work or office area that is suitable for the performance of official Government business. The Government's potential exposure to liability is restricted to this official work or office area for the purposes of telework.
- c) The employee acknowledges that telework is not a substitute for dependent care.
- d) The employee acknowledges that the Government is not responsible for any operating costs that are associated with the employee using his/her personal residence as an alternative worksite, including home maintenance, insurance, or utilities.
- e) Employee is responsible for the safeguarding of all privacy protected information.

4.11 Government Furnished Equipment

No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. The employee is responsible for the security of all official data, protection of any Government-furnished equipment and property, and carrying out the mission of DOD at the alternative worksite. Government-furnished equipment must only be used for official duties, and only by the employee.

The Government is responsible for the maintenance of all Government-furnished equipment. The employee may be required to

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 17 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

bring such equipment into the office for maintenance. The employee must return all Government-furnished equipment and materials to the activity at the conclusion of teleworking arrangements or at the government's request.

4.11.1 Government Furnished Property

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 any such resources in the proposal that are not being furnished by the Government that are, in the Contractor's judgment, required to accomplish this task. 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, and BRAC PMO publications, manuals, directives, standards, policies, and procedures.

4.11.2 Contractor Furnished Facilities and Supplies

In instances where there is a delay in obtaining clearances for access, the contractor may be required to provide supplies (i.e., computer/laptop/printer/hot spot internet connection) in the interim which may be up to a period of eight (8) calendar months. The Contractor shall specify any such resources required to accomplish this task.

4.12 Liability and Injury Compensation

The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

4.13 Records and Reports

The Project Manager shall maintain original records of Telework Agreements, Safety Checklists, Security Checklists and Equipment Check-out Authorizations for their employees who telework. Copies shall be provided to the COR upon request.

4.14 Emergency Preparedness

During an emergency preparedness/Continuity of Operations (COOP) event such as a Pandemic Flu crisis, employees who are able to work may be directed to evacuate the work place and perform their work from an alternative work site or their homes.

4.15 Use of Government Owned Vehicles

In accordance with CFR 102-34.215, Government contractors may use Government motor vehicles when authorized in accordance with the Federal Acquisition Regulation (FAR), GSA Fleet procedures, and the following conditions:

- a) Government motor vehicles are used for official purposes only and solely in the performance of the contract;
- b) Government motor vehicles cannot be used for transportation between residence and place of employment, unless authorized in accordance with 31 U.S.C. 1344 and part 102-5 of this chapter; and
- c) Contractors must:
 - i. Establish and enforce suitable penalties against employees who use, or authorize the use of, Government motor vehicles for unofficial purposes or for other than in the performance of the contract; and
 - ii. Pay any expenses or cost, without Government reimbursement, for using Government motor vehicles other than in the performance of the contract.

4.16 Government Holidays

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 18 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The following Government holidays are normally observed by Government personnel: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), 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.

4.17 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 in accordance with FAR 52.243-1 Changes Fixed-Price (August 1987).

4.18 Key Controls

The Contractor shall establish and implement methods of making sure all keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government. The Contractor shall immediately report to the COR any occurrences of lost or duplicated keys.

In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the COR, to re-key or replace the affected lock or locks at no cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. If a master key is lost or duplicated, the Government must replace all locks and keys for that system and the total cost deducted from the monthly payment due the Contractor.

The Contractor must prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. Opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of work requirements in those areas is prohibited.

5. PERFORMANCE REQUIREMENTS SUMMARY MATRIX

PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	ASSESSMENT METHOD	INCENTIVE/REMEDY
SECTION 4.1 -PROJECT MANAGEMENT	Qualified staff provided within the timeframes specified at the required locations.	100% management and supervision of all personnel. 90% free of interruptions in service.	COR inspection and acceptance.	Lump sum payable monthly upon acceptance by the COR. Lump sum payable monthly as a percentage of completion.
SECTION 4.2 -MANAGEMENT PLAN	Management Plan identifying process and key milestones to provide qualified personnel.	Within two weeks of award and 100% Navy Acceptance.	COR acceptance.	Lump sum payable monthly upon acceptance by the COR.
SECTION 4.3 - TRANSITION/ ORIENTATION	Prepare and conduct orientation briefing.	100% Navy Acceptance	COR acceptance.	Lump sum payable monthly upon acceptance by the COR.
SECTIONS 4.2, 4.3, 4.4 AND 4.5 DELIVERABLES	Management Plan; Monthly Status Reports; and Final Report deliverables furnished as prescribed in the	95% of deliverables submitted timely and without rework required.	COR acceptance.	Lump sum payable as a percentage of completion through submission and acceptance of deliverables to Navy with the following

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 19 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

	PWS. Timely and effective support services as prescribed in the PWS.	Support services deliverables are consistent, timely, of high quality and require minimal rework. 100% Navy Acceptance.	Feedback to the COR from the RPM.	milestone limits in the payment schedule: 80% of the proposed task cost at distribution of the draft and 20% of task cost upon distribution of the final document to the COR.
--	---	---	-----------------------------------	--

6. PERIOD OF PERFORMANCE

The period of performance includes a one-month transition period with a base period of 11 months; and four (4) 12-month option periods. The first month of the contract period will be a transition period meant to turn over the contract to the contractor awarded this contract. The last month of the contract period will be a transition period meant to turn over the contract to the next oncoming contractor. All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon in writing.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 20 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7. DELIVERABLE SCHEDULE

Reference	Deliverable	Date
4.2	WE 2 - Management Plan	A draft plan is due five (5) days after award. Upon submission and acceptance by the Government, the Contractor shall present its Final Plan within two (2) weeks of award. The Contractor may be required to conduct the Management Plan briefing at the same time as the orientation briefing.
4.3	WE 3 - Orientation Briefing	Two (2) weeks after Contract Award.
4.4.1	Monthly Status Report	10th day of each month.
4.4.2	Final Report	One (1) month prior to end of performance period.

8. QUALITY ASSURANCE

The COR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by written approval and acceptance by COR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement.

9. TRAVEL

Limited travel is anticipated. Travel is a reimbursable expense and shall be in accordance with the Joint Travel Regulation (JTR). All travel shall be approved by the COR prior to commencement of travel. The majority of trips may require travel to work sites in California, with the potential for trips to Washington D.C. It is expected that Contractor personnel shall be located at or near the Government facility to which they are assigned: San Diego; Philadelphia; Washington DC; Charleston; or San Francisco; and no per diem or relocation costs will be included under this contract. Travel receipts must be provided with invoices. Travel will have a not to exceed (NTE) amount throughout the duration of the contract of \$35,000 for the Base Year and each subsequent Option Year awarded.

10. CONTRACTOR PERFORMANCE EVALUATION

Interim and final evaluations of contractor performance will be conducted and entered into the CPARS database in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COR, annually to coincide with the anniversary date of the awarded contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation.

The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the KO, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 21 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

N/A

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 22 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance (Destination)

Inspection and Acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR).

E.2 Acceptance

The performance and quality of work delivered by the contractor, including services rendered and by documentation or written material compiled shall be subject to inspection, review, and acceptance by the government.

E.3 Government Quality Assurance

In accordance with FAR 52.246-4 "INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)" clause, paragraph

(c), each phase of the services rendered under this contract is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

E.4 Performance Evaluation Meetings

The Contractor shall meet with the Government at times designated by the Government and at no cost to the government to discuss overall management of the contract. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing to the Contracting Officer any areas of disagreement within 15 calendar days.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 23 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

8000AA	9/15/2016 - 9/14/2017
8000AB	9/15/2016 - 9/14/2017
8001AA	9/15/2017 - 9/14/2018
8001AB	9/1/2017 - 8/31/2018

CLIN - DELIVERIES OR PERFORMANCE

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

8000	Base Period	9/15/2016 - 9/14/2017
8001	Option Period 1	9/15/2017 - 9/14/2018
8002	Option Period 2	9/15/2018 - 9/14/2019
8003	Option Period 3	9/15/2019 - 9/14/2020
8004	Option Period 4	9/15/2020 - 9/14/2021

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 24 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative (COR)	Contracting Office (KO)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Contract Specialist (CS)	NAVFAC SW Ombudsman POC
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

INVOICING

The Contractor shall invoice no more than once monthly. Invoices must include, as a minimum, the following information for each individual:

- a. Contract number
- b. Contractor name and point of contact
- c. Invoice number and date
- d. Time Period Covered
- e. Total value of contract through modification
- f. Percentage of performance complete
- g. Value of completed performance
- h. Total of prior payments
- i. Amount of this invoice
- j. Productive Direct Labor Hours for the current billing period and cumulative to date
- k. Labor Category(s)
- l. Hourly Rate
- m. Any Travel or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date

All payment requests must be initially submitted to the COR as a draft request (email). Once the COR approves the draft submission, the payment request will be submitted electronically through WAWF to BRAC PMO. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices BRAC PMO uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act." Supporting documentation as indicated above shall be attached to the invoice in the form of an Adobe PDF file. There is a 4MB limitation on file size for these attachments.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 25 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 Central Contractor Registration 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 h

<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).

Navy Construction/Facilities Management Invoice

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

Issue by and admin DoDAAC is N62473/RO6B2

Pay Official DoDAAC is N68732

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 26 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Pay Official DoDAAC: N68732

Issue By DoDAAC: N62473/RO6B2

Admin DoDAAC: N62473/RO6B2

Inspect By DoDAAC: N62473/RO6B2

Ship To Code: N/A

Ship From Code: N/A

Mark For Code: N/A

Service Approver (DoDAAC): N62473/RO6B2

Service Acceptor (DoDAAC): N62473/RO6B2

Accept at Other DoDAAC: N/A

LPO DoDAAC: N62473/RO6B2

DCAA Auditor DoDAAC: N/A

Other DoDAAC(s): N/A

(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.

NAVFAC_SW_RO6B2_inspector@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.

Not Applicable

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

(End of clause)

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

The payment office shall make payment using the ACRN funding of the line item being billed.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 27 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

ACRN order, insert the following:

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

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

Accounting Data

SLINID	PR Number	Amount
8000AA		[REDACTED]
LLA :		
AA 97 XXXX0516 E95U 0251 47692 K 068892 2D CK9436 476926A295UQ		
Standard Number: N4769216RCK9436		
Base Award		
OA: 392800		
FU: 1288404		
WRK PKG: 143290		
AUTH#: 144543		
8000AB		[REDACTED]
LLA :		
AA 97 XXXX0516 E95U 0251 47692 K 068892 2D CK9436 476926A295UQ		
Standard Number: N4769216RCK9436		
Base Award		
OA: 392800		
FU: 1288404		
WRK PKG: 143290		
AUTH#: 144543		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 01		
8000AA		[REDACTED]
LLA :		
AA 97 XXXX0516 E95U 0251 47692 K 068892 2D CK9436 476926A295UQ		
Standard Number: N4769216RCK9436		
Mod 01		
OA: 392800		
FU: 373053		
WRK PKG: 143290		
AUTH#: 144543		
MOD 01 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 02		
8000AA		[REDACTED]
LLA :		
AB 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7415 476927X27PGQ		
Standard Number: N4769217RCH7415		
Mod 02		

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 28 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

OA: 417676
FU: 1379063
WRK PKG: 153802
AUTH#: 155191

8000AB [REDACTED]
LLA :
AB 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7415 476927X27PGQ
Standard Number: N4769217RCH7415
Mod 02
OA: 417676
FU: 1379063
WRK PKG: 153802
AUTH#: 155191

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

8001AA [REDACTED]
LLA :
AC 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7422 476927X27PGQ
Standard Number: N0017810D6273
Mod 03
FU#: 1383163
OA Req#: 418458
AUTH NUM: G 155684

8001AB [REDACTED]
LLA :
AC 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7422 476927X27PGQ
Standard Number: N0017810D6273
Mod 03
FU#: 1383163
OA Req#: 418458
AUTH NUM: G 155684

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

8001AA [REDACTED]
LLA :
AA 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7402 476927X27PGQ
Standard Number: N0017810D6273
Mod 04
FU#: 417547
OA Req#: 429283
AUTH NUM: G 160183

8001AB [REDACTED]
LLA :
AA 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7402 476927X27PGQ
Standard Number: N0017810D6273
Mod 04
FU#: 417547
OA Req#: 429283
AUTH NUM: G 160183

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 29 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 APPROVAL TO SUBCONTRACT

For SBA Approval: In order for the Offeror to obtain approval to subcontract the performance of any the requirements for this proposed project, the Offeror must submit a narrative (letter or email) not to exceed three (3) pages, with the following information to your SBA representative at your SBA servicing district office for review:

- 1) Name of Prime and all proposed Subcontractor(s), including POC, company address, phone, email, Cage code, and DUNS number;
- 2) Size Standard of the Prime and all proposed Subcontractor(s);
- 3) Responsibility Determination of all proposed Subcontractor(s). See FAR Clause 52.209-6, Suspended, or Proposed for Debarment, for more information;
- 4) Description of work to be performed by the Prime and all proposed Subcontractor(s);
- 5) Percentage (%) of work and dollar (\$) value of work to be performed by the Prime and all proposed Subcontractor(s), as measured against 100% of the work. See FAR Clause 52.219-14, Limitation on Subcontracting for more details. This applies to labor costs only. Do not include any other costs.
- 6) A brief explanation as to why the Prime Contractor cannot perform the work intended to be performed by the proposed Subcontractor(s) with its own workforce;
- 7) A statement certifying that:
 - a. The 8(a) Contractor will comply with its “performance of work requirement” (Note: the 8(a) Contractor must furnish this certification to the Procuring Activity with its final cost proposal).
 - b. None of the proposed Subcontractor(s) are debarred, suspended, voluntarily excluded, or found to be ineligible for Government procurement programs.
 - c. The 8(a) Contractor will control the overall performance on the contract.
 - d. The proposed relationship with the Subcontractor(s) is normal for the industry and results from “arms” length negotiations.
 - e. The proposed Subcontracting relationship is not an attempt to circumvent SBA’s size regulation.

Once SBA receives your request, they will determine whether to grant approval to your subcontract arrangement based on the objective evidence you provide. Include a copy of your original request and SBA’s approval to subcontract with your proposal.

H.2 POST-AWARD LIMITATION ON SUBCONTRACTING CERTIFICATION

In accordance with the provision of FAR 52.219-14, Limitations on Subcontracting (Nov 2011), 13 CFR 124.510 and 13 CFR 125.6, all 8(a) Contractors must agree that:

- (1) In the case of a contract for services (except construction), the concern will perform at least **50 percent** of the cost of the contract incurred for personnel with its own employees;
- (2) In the case of a contract for supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least **50 percent** of the cost of manufacturing the supplies or products (not including the costs of materials);
- (3) In the case of a contract for general construction, the concern will perform at least **15 percent** of the cost of a contract with its own employees (not including the costs of materials);
- (4) In the case of a contract for construction by special trade contractors, the concern will perform at least **25 percent** of the cost of the contract with its own employees (not including the cost of materials).

In the performance of this contract, the Contractor must certify at the end of every six-month period with a written determination that the Contractor will ultimately comply with the requirements listed above. The Contractor shall utilize the “Post Award Limitations on Subcontracting Report” (see enclosure to RFP letter), unless otherwise instructed differently by the Contracting Officer.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 30 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

H.3 CONTRACTOR CORRESPONDENCE/IDENTIFICATION REQUIREMENTS

1. Contract Employees shall answer the phone as follows:

NAME/(Name of Contractor) Support Contractor

2. All Contractor documents shall include the following:

Name/Company Name

Title

Support Contractor for NAVFAC SW, BRAC PMO

3. Emails shall include the following:

Name/Company Name

Title

Support Contractor for NAVFAC SW, BRAC PMO

4. Cubicles shall exhibit the following:

Name

Contractor Name/Contractor Support

Position Title

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 31 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions NOV 2013

52.203-3 Gratuities APR 1984

52.203-5 Covenant Against Contingent Fees MAY 2014

52.203-7 Anti-Kickback Procedures MAY 2014

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity MAY 2014

52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity MAY 2014

52.203-12 Limitation On Payments To Influence Certain Federal Transactions OCT 2010

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper MAY 2011

52.204-7 System for Award Management JUL 2013

52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards OCT 2015

52.204-13 System for Award Management Maintenance JUL 2013

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment OCT 2015

52.215-2 Audit and Records--Negotiation OCT 2010

52.215-8 Order of Precedence--Uniform Contract Format OCT 1997

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011

52.215-12 Subcontractor Certified Cost or Pricing Data OCT 2010

52.215-15 Pension Adjustments and Asset Reversions OCT 2010

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions JUL 2005

52.215-19 Notification of Ownership Changes OCT 1997

52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data OCT 2010

52.217-5 Evaluation of Options JUL 1990

52.219-14 Limitations On Subcontracting NOV 2011

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns JUNE 2003

52.219-18 ALT I APR 2005

52.219-18 ALT II DEC 1996

52.219-28 Post-Award Small Business Program Rerepresentation JUL 2013

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 32 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.222-1 Notice To The Government Of Labor Disputes FEB 1997

52.222-3 Convict Labor JUN 2003

52.222-4 Contract Work Hours and Safety Standards- Overtime Compensation MAY 2014

52.222-21 Prohibition Of Segregated Facilities APR 2015

52.222-26 Equal Opportunity APR 2015

52.222-35 Equal Opportunity for Veterans OCT 2015

52.222-36 Equal Opportunity for Workers with Disabilities JUL 2014

52.222-37 Employment Reports on Veterans FEB 2016

52.222-41 Service Contract Labor Standards MAY 2014

52.222-42 Statement Of Equivalent Rates For Federal Hires MAY 2014

52.222-50 Combating Trafficking in Persons MAR 2015

52.222-54 Employment Eligibility Verification OCT 2015

52.223-5 Pollution Prevention and Right-to-Know Information MAY 2011

52.223-6 Drug-Free Workplace MAY 2001

52.223-10 Waste Reduction Program MAY 2011

52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts MAY 2008

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving AUG 2011

52.225-13 Restrictions on Certain Foreign Purchases JUN 2008

52.227-1 Authorization and Consent DEC 2007

52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement DEC 2007

52.229-3 Federal, State And Local Taxes FEB 2013

52.230-2 Cost Accounting Standards OCT 2015

52.232-1 Payments APR 1984

52.232-8 Discounts For Prompt Payment FEB 2002

52.232-11 Extras APR 1984

52.232-17 Interest MAY 2014

52.232-23 Assignment Of Claims MAY 2014

52.232-25 Prompt Payment JUL 2013

52.232-39 Unenforceability of Unauthorized Obligations JUN 2013

52.233-1 Disputes MAY 2014

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 33 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.233-3 Protest After Award AUG 1996

52.233-4 Applicable Law for Breach of Contract Claim OCT 2004

52.237-1 Site Visit APR 1984

52.237-2 Protection Of Government Buildings, Equipment, And Vegetation APR 1984

52.237-3 Continuity of Services JAN 1991

52.242-13 Bankruptcy JUL 1995

52.243-1 Alt III Changes--Fixed Price (Aug 1987) - Alternate III APR 1984

52.243-6 Change Order Accounting APR 1984

52.244-5 Competition In Subcontracting DEC 1996

52.244-6 Subcontracts for Commercial Items FEB 2016

52.245-2 Government Property Installation Operations Services APR 2012

52.249-1 Termination For Convenience Of The Government (Fixed Price) (Short Form) APR 1984

52.249-4 Termination For Convenience Of The Government (Services) (Short Form) APR 1984

52.249-8 Default (Fixed-Price Supply & Service) APR 1984

52.245-1 Government Property APR 2012

52.245-1 Government Property Alternate I APR 2012

52.245-1 Government Property Alternate II APR 2012

52.245-9 Use and Charges (April 2012)

52.252-4 Alterations in Contract APR 1984

52.252-6 Authorized Deviations In Clauses APR 1984

52.253-1 Computer Generated Forms JAN 1991

252.201-7000 Contracting Officer's Representative DEC 1991

252.203-7000 Requirements Relating to Compensation of Former DoD Officials SEP 2011

252.203-7001 Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies DEC 2008

252.203-7002 Requirement to Inform Employees of Whistleblower Rights SEP 2013

252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011

252.204-7003 Control Of Government Personnel Work Product APR 1992

252.209-7004 Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism OCT 2015

252.211-7007 Reporting of Government Furnished Property AUG 2012

252.223-7004 Drug Free Work Force SEP 1988

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 34 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

252.223-7006 Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials SEP 2014

252.225-7012 Preference For Certain Domestic Commodities FEB 2013

252.225-7031 Secondary Arab Boycott Of Israel JUN 2005

252.227-7000 Non-estoppel OCT 1966

252.231-7000 Supplemental Cost Principles DEC 1991

252.232-7000 Advanced Payment Pool DEC 1991

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports JUN 2012

252.232-7010 Levies on Contract Payments DEC 2006

252.243-7001 Pricing Of Contract Modifications DEC 1991

252.243-7002 Requests for Equitable Adjustment DEC 2012

252.245-7000 Government Furnished Mapping, Charting, and Geodesy Property APR 2012

252.245-7001 Tagging, Labeling, and Marking of Government Furnished Property APR 2012

252.245-7002 Reporting Loss of Government Property APR 2012

252.245-7003 Contractor Property Management System Administration APR 2012

252.245-7004 Reporting, Reutilizing, and Disposal MAR 2015

252.247-7023 Transportation of Supplies by Sea APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 35 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is ____--[insert NAICS code].

(2) The small business size standard is ____--[insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 36 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

offeror represents as part of its offer that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 37 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

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

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition. Veteran-owned small business concern means a small business concern--

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 38 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the activity) the responsibility for

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 39 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract._____ (insert name of contracting

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the [insert name of contracting agency].

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 40 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 41 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor.

EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 42 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

252.219-7010 Notification of Competition Limited to Eligible 8(a) Concerns—Partnership Agreement

As prescribed in (2), use the following clause: [219.811-3](#)

NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS—PARTNERSHIP AGREEMENT (MAR 2016)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by _____.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 43 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA.]

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas, unless—

(i) The SBA has determined that there are no small business manufacturers or processors in the Federal market place in accordance with FAR 19.502-2(c);

(ii) The acquisition is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, in which case a small business concern may furnish the product of any domestic firm; or

(iii) The acquisition is a construction or service contract.

(2) The _____ *[insert name of SBA's contractor]* will notify the _____ *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 44 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

5252.232-9000 Submission Of Invoices (Fixed Price) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33- Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

a separate invoice for each activity designated to receive the supplies or services. a consolidated invoice covering all shipments delivered under an individual order.

either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

(1) The Contracting Officers Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 45 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-EFE1	AMENDMENT/MODIFICATION NO. 04	PAGE 46 of 46	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Financial Questionnaire

Attachment 2 - Pre-Award Contractor's Self-Performance Certification

Attachment 3 - Post-Award Contracting Limitations on Subcontracting Certification

Attachment 4 - Past Performance Questionnaire

Attachment 5 - Wage Determination Charlotte

Attachment 6 - Wage Determination Philadelphia

Attachment 7 - Wage Determination San Diego

Attachment 8 - Wage Determination San Francisco

Attachment 9 - Wage Determination Washington DC

Revised PWS 8/1/2016