

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
04

3. EFFECTIVE DATE
16-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.
VARIOUS

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00174

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC IHEODTD
4081 North Jackson Road
Indian Head MD 20640-5116

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

SCD: C

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

BMT Designers and Planners
2120 Washington Blvd, Suite 200
Arlington VA 22204

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4023-FG02

10B. DATED (SEE ITEM 13)

30-Jul-2015

CAGE CODE 54436

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

16-Sep-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to 1) Add Incremental Funding and 2) Revise the Allotment of Funds Clause and Funding Profile. Accordingly, said Task Order is modified as follows:

1. Funding is provided as follows: See Section G - Accounting Data for details.

CLIN 7104 - [REDACTED] Total: [REDACTED]

CLIN 9102 - [REDACTED] ACRN: AL

PR Number - 1300592660

CNIC EPRWeb

CLIN 7105 - [REDACTED] Total: [REDACTED]

PR Number - 1300592658 ACRN: AM

CNIC Conservation Module

CLIN 7106 - [REDACTED] Total: [REDACTED]

CLIN 9103 - [REDACTED] ACRN: AN

PR Number - 1300592657

PACFLT, EPRWeb

CLIN 7107 - [REDACTED] Total: [REDACTED]

CLIN 9104 - [REDACTED] ACRN: AK

PR Number - 1300555210

NOSSA/LQAO

CLIN 7108 - [REDACTED] Total: [REDACTED]

CLIN 9105 - [REDACTED] ACRN: AP

PR Number - 1300592660

CNIC Conservation Module

2. Section H - Special Contract Requirements, See Revised Allotment of Funds Clause and Funding Profile.
See CLIN's 7104 through 7108 and CLIN's 9102 through 9105

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 (\$)
7104	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
7105	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
7106	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
7107	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
7108	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
9102	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
9103	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
9104	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
9105	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by \$0.00 to [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7100	[REDACTED]	[REDACTED]	[REDACTED]
7104	[REDACTED]	[REDACTED]	[REDACTED]
7105	[REDACTED]	[REDACTED]	[REDACTED]
7106	[REDACTED]	[REDACTED]	[REDACTED]
7107	[REDACTED]	[REDACTED]	[REDACTED]
7108	[REDACTED]	[REDACTED]	[REDACTED]
9100	[REDACTED]	[REDACTED]	[REDACTED]
9102	[REDACTED]	[REDACTED]	[REDACTED]
9103	[REDACTED]	[REDACTED]	[REDACTED]
9104	[REDACTED]	[REDACTED]	[REDACTED]
9105	[REDACTED]	[REDACTED]	[REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Naval Sea Systems Command (NAVSEA) Laboratory Quality and Accreditation Office (LQAO) is tasked with supporting the Navy and the Department of Defense (DoD) in a broad range of areas/issues related to the environment. (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
7001	R425	Same as CLIN 7000 (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7002	R425	CNIC ERPWEB TECHNICAL AND MANAGEMENT SUPPORT (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7003	R425	CNIC ERPWEB CONSERVATION MODULE (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7004	R425	COMPACFLT ERPWEB (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7005	R425	USFF ERPWEB TRAINING SUPPORT (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7006	R425	NOSSA Training Support (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7007	R425	NAVFAC EPRWEB CONSERVATION MODULE (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7008	R425	NAVSEA LQAO SUPPORT (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7009	R425	Funding (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
7100	R425	Naval Sea Systems Command (NAVSEA) Laboratory Quality and Accreditation Office (LQAO) is tasked with supporting the Navy and the Department of Defense (DoD) in a broad range of areas/issues related to the environment (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7101	R425	Incremental funding. (O&MN,N)	1.0	LO	██████████	██████████	██████████
7102	R425	Incremental Funding. (O&MN,N)	1.0	LO	██████████	██████████	██████████
7103	R425	Incremental Funding (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
7104	R425	Funding (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
7105	R425	Funding (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
7106	R425	Funding (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
7107	R425	Funding (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
7108	R425	Funding (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Naval Sea Systems Command (NAVSEA) Laboratory Quality and Accreditation Office (LQAO) is tasked with supporting the Navy and the Department of Defense (DoD) in a broad range of areas/issues related to the environment. (Fund Type - TBD) Option	1.0	LO			

For Cost Type / NSP Items

7999		"Not Separately Priced Data CLIN to support clins 7000, 7100, 7200. In accordance with CDRLs A001-A007, the Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252-227-7017. All data generated under the procurement has been paid for, in full, by the Government.	1.0	LO			NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs - Not to Exceed - Travel and Materials/Supplies - (Fund Type - TBD)	1.0	LO	\$0.00
9001	R425	Same as CLIN 9000 (Fund Type - TBD)	1.0	LO	
9002	R425	CNIC ERPWEB CONSERVATION MODULE (Fund Type - TBD)	1.0	LO	
9003	R425	COMPACFLT ERPWEB (Fund Type - TBD)	1.0	LO	
9004	R425	Funding (Fund Type - OTHER)	1.0	LO	
9005	R425	Funding (Fund Type - OTHER)	1.0	LO	
9100	R425	Other Direct Costs - Not to Exceed - Travel and Materials/Supplies - (Fund Type - TBD)	1.0	LO	
9101	R425	Incremental Funding (Fund Type - OTHER)	1.0	LO	
9102	R425	Funding (Fund Type - OTHER)	1.0	LO	
9103	R425	Funding (Fund Type - OTHER)	1.0	LO	
9104	R425	Funding (Fund Type - OTHER)	1.0	LO	
9105	R425	Funding (Fund Type - OTHER)	1.0	LO	
9200	R425	Other Direct Costs - Not to Exceed - Travel and Materials/Supplies - (Fund Type - TBD) Option	1.0	LO	

SECTION B - TEXT

***FEE IS NOT ALLOWED ON ODCS. THE ODCS ARE NOT TO EXCEED AMOUNTS THAT ARE INCLUSIVE OF ANY ASSOCIATED INDIRECT RATES.**

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IHEODTD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/NSWC IHEODTD) (OCT 2013)

(a) The COR for this contract is:

Name: [REDACTED]
Mailing Address: 3817 Strauss Avenue Indian Head, MD
20640

[REDACTED]
Telephone No.: [REDACTED]

(b) The Alternate COR for this contract is:

Name:
Mailing
Address:

Code:
Telephone No.:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA)(DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

"LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0021 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA)(FEB 1997)

This entire task order is a cost plus fixed fee completion task order with Other Direct Costs (ODCs) being the exception as cost reimbursable. ODCs will be awarded as a Not-to-Exceed (NTE) cost under this Task Order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

Technical and Analytical Support for NAVSEA Laboratory Quality and Accreditation Office (LQAO) and Affiliated Agencies

1.0 Background

Naval Sea Systems Command (NAVSEA) Laboratory Quality and Accreditation Office (LQAO) is tasked with supporting the Navy and the Department of Defense (DoD) in a broad range of areas/issues related to the environment. A major effort for LQAO is coordinating data quality improvement activities through the DoD Environmental Data Quality Workgroup (EDQW). The EDQW is comprised of representatives from Army, Navy, Air Force and Defense Logistics Agency. Further, the Navy as Chair of the EDQW provides the DoD voice to other Federal data quality standardization efforts such as the Intergovernmental Data Quality Task Force (IDQTF), the NELAC Institute (TNI), and the DoD Environmental Laboratory Accreditation Program (ELAP). The LQAO also supports Department of Navy specific programs such as Naval Shipyard and SEA07 Gas Laboratory assessments. Other select Navy and Department of Defense (DoD) agencies specifically the Naval Ordnance Safety and Security Activity (NOSSA), Commander Navy Installations Command (CNIC), Naval Facilities Engineering Service Center (NFESC), Commander U.S. Fleet Forces Command and Commander U.S. Pacific Fleet (COMPACFLT) are also tasked with supporting the Navy and the DoD in a broad range of areas/issues related to the environment.

To accomplish these tasks expert services and technical support are required related to environmental sampling, laboratory testing, environmental database maintenance and training, budget analysis, programmatic/analytical program support, document preparation, document review, and meeting facilitation.

2.0 Scope

Contractor assistance is required to support the work of the NAVSEA LQAO and select Navy and DoD agencies including NOSSA, CNIC, NFESC and COMPACFLT as it proceeds to develop and follow policy, direction and guidance for environmental data collection activities. Pertinent management and technical support in matters concerning environmental and conservation areas will include: development of information systems and systems maintenance support, information assurance support, annual program plan development, updating/producing publications, training plans and training aides, environmental project reviews/audits, and review of emerging federal/state rules and regulations for impact and implementation. In addition, Contractor services are required to assist the Navy in the assessment and resolution of quality and compliance vulnerability issues at different types of Naval facilities.

The Contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently governmental functions.

Construction and Catering are NOT within the scope of this requirement. The Contractor or its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. The Contractor shall not purchase or obligate on behalf of the Government. Unless specified otherwise, the Government will provide all equipment required

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for the required services. At all times, Contractor personnel shall wear appropriate identification identifying themselves as Contractor personnel. At all meetings, conferences, or sessions with the Government personnel, Contractor personnel shall clearly identify their status as Contractor employees. All reports and data delivered under this task order are property of the U.S. Government.

3.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the following documents form a part of the PWS and are to be used for general guidance only. The following documents are applicable to this contract effort:

Document No.	Document Title	Date Issued/Updated
OPNAVINST 5090.1D	Environmental Readiness Program Instruction	01/2014
OPNAV M-5090.1	Environmental Program Readiness Manual	01/2014
N/A	DoD and DOE Consolidated Quality Systems Manual for Environmental Laboratories*	07/2013
N/A	Development of Department of Defense Laboratory Control Sample Control Limits*	05/2004
N/A	DoD Environmental Field Sampling Handbook Revision 1.0*	04/2013
N/A	Charter for the DoD Environmental Data Quality Workgroup (EDQW)*	10/2010
N/A	DoD Environmental Laboratory Accreditation Program Fact Sheet*	12/2011
EPA-505-B-04-900A or DTIC ADA 427785	Uniform Federal Policy for Quality Assurance Project Plans** Evaluating, Assessing, and Documenting Environmental Data Collection and Use Programs	03/2005
N/A	Uniform Federal Policy for Quality Assurance Project Plans** Optimized UFP-QAPP Worksheets	03/2012

The above documentation is available at www.assistdocs.com, *www.denix.osd.mil and **www.EPA.gov.

4.0 Requirements

4.1 Technical Assistance for LQAO

The Contractor shall provide technical assistance on a broad range of issues related to environmental sampling, laboratory testing, and data quality. This will include:

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- Providing technical expertise in environmental sampling and testing for a wide range of Federal regulatory programs including: Clean Water Act (CWA), Safe Drinking Water Act (SDWA), Resource Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- Assisting with the review and development of Systematic Planning documents, Quality Assurance Project Plans (QAPPs), and Work Plans.
- Assisting with the review of laboratory analytical data for compliance with permits (Data Verification and Data Validation).
- Providing technical assistance to shore activities and the fleet.
- Providing assistance in preparing correspondence, multimedia presentations and briefings.
- Maintaining and updating content of Navy and DoD websites
- Setting up and maintaining databases and electronic project files to manage information and data.
- Creating “Fact Sheets” and other technical publications that provide concise information readily understood by the target audience.
- Updating the Navy *Environmental Compliance Sampling and Field Testing Procedures Manual*.
- Assisting with the review of proposed and existing regulations and preparing responses to coordinate Navy and other DoD comments.
- Provide data deliverables in support of tasking in accordance with CDRL A003.

4.2 General Support for the EDQW

Navy, as Chair of the EDQW, facilitates meetings of the group and prepares the documentation necessary to support deliberations. The Contractor shall provide data deliverables in support of tasking in accordance with CDRL A002. The Contractor shall provide support for up to four meetings per year, including the following tasks:

- Preparation of agendas and other analytical materials to support the workgroup.
- Drafting of language for review by workgroup for deliberations generated during meetings.
- Provide logistical support, including: identification of meeting rooms, sending announcements and directions to meetings to participants, and providing flip charts and associated materials for meeting support.
- Facilitation of the workgroup meetings.
- Documentation of meeting minutes and circulating them for review, first in draft, then in final format.
- Maintaining an updated record of meeting attendees.
- Initiation and documentation of conference calls to address specific issues identified between meetings.

4.3 Training Support for LQAO and NOSSA

The Contractor will provide support to LQAO and NOSSA training activities, including:

- Scheduling and presenting workshops and technical seminars.
- Providing direct teaching and training support for Navy-sponsored classes.

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- Developing and maintaining new Sampling and Testing web-based training courses.
- Updating, maintaining and teaching the Naval Civil Engineer Corps Officers School (CECOS)Environmental Quality Sampling course.
- Provide technical support in maintaining and implementing required environmental and explosives safety training courses including Materials Potentially Presenting an Explosive Hazard (MPPEH) and Munitions Rule Implementation Policy (MRIP) on a Navy approved training site.
- Provide data deliverables in support of tasking in accordance with CDRL A004.

4.4 Laboratory Oversight and Accreditation Support for LQAO

The Contractor shall provide support to the LQAO in the area of environmental laboratory oversight. This support will include:

- Provide comments and recommendations to LQAO Laboratory Oversight and Accreditation manuals and documents.
- Interact with private contract laboratories to assess capabilities for LQAO and Navy.
- Providing expertise to critically review laboratory technical and quality control documents such as Quality Plans, Standard Operating Procedures and Proficiency Testing samples.
- Providing support for conference calls and meetings between contract laboratories and LQAO.
- Participating in on-site laboratory observations as part of the DoD Environmental Laboratory Accreditation Program (DoD ELAP).
- Participating in on-site laboratory assessments as part of the Navy specific programs such as Naval Shipyard Laboratory and SEA07 Gas Lab Accreditations.
- Provide data deliverables in support of tasking in accordance with CDRL A005.

4.5 Support for EDQW Subgroups

The Contractor shall provide assistance to subgroups of the EDQW. A major focus of this assistance is support to the Quality Assurance workgroup to develop implementation guidance to users of the DoD Quality System Manual (QSM). It may also include support to the Training & Outreach, Auditing, Data Validation, Emerging Contaminants and other subgroups in support of the Navy Chair of the EDQW. The Contractor shall provide support for up to six virtual subgroup meetings per year.

- Preparation of analytical materials to support workgroup deliberations.
- Drafting of language for review by team to meet the requirements specified by the team.
- Provide logistical support, including: call-in numbers, sending announcements and associated materials for meeting support and agenda preparation.
- Facilitation of the workgroup meetings.
- Documentation of meeting minutes and circulating them for review, first in draft, then in final format.
- Maintaining an updated record of meeting attendees – names; addresses; e-mails.
- Initiation of conference calls to address specific issues between meetings.
- Documentation and distribution of materials and minutes from conference call.
- Documents created by the subgroups shall be ready for review by the EDQW within 30 days after final subgroup comments.
- All documents, handbooks, and guidance work products created by the subgroups shall be

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- readily available for revision, as necessary.
- In support of EDQW, the Contractor shall develop training programs suitable for both in-person delivery and web based delivery to help various audiences understand and implement the subgroup work products.
 - The process of development of each of the training courses will be similar and includes:
 - Development of draft training materials, using Microsoft PowerPoint and other appropriate web based software.
 - Pilot testing of training materials on an audience identified by the EDQW.
 - Evaluation and revision of the training course, based on comments from the trainees, as well as the EDQW.
 - Final revision of the training course.
 - Delivery of the training course to appropriate audiences.
 - Provide data deliverables in support of tasking in accordance with CDRL A002.

4.6 EDQW Support for Other Federal Initiatives

The Contractor shall provide support involving the NELAC Institute (TNI), Intergovernmental Data Quality Task Force (IDQTF) work products, and others in support of the EDQW in accordance with CDRL A003. This support will include:

- Participating in the NELAC, IDQTF and other associated meetings, conferences, and training workshops as requested.
- Providing expertise to critically review technical and quality control documents.
- Attend EDQW meetings and provide briefings, summaries, or handouts on issues generated in these Federal conferences that impact DoD.
- Incorporate relevant information into EDQW subgroup meetings for discussion by the work group.

4.7 EPRWeb, Program Management and Information Assurance Support

The Contractor shall provide administrative, analytical and technical support for the Environmental Program Requirements (EPR)Web portal. Program support for environmental budget analysis and evaluation efforts includes: Program Objective Memorandum (POM) reviews, Fiscal Year Execution Reviews, Budget Execution Plan support, and Mission Execution Plan support. Program Management support is also required and includes: administration tools support, report generation, Help Desk support, Information Assurance and Technical Support. The Contractor shall support the Environmental Data and Metrics Web (EDMWeb) module which houses the Notice of Violation (NOV), Clean Water Act (CWA) and Safe Drinking Water Act (SDWA) Water Quality, Clean Air Act (CAA), Resource Conservation & Recovery Act (RCRA) Hazardous Waste and RCRA Solid Waste Modules. The Contractor shall also support the Environmental Management System Web (EMSWeb) and Conservation Modules as required. All products in support of this task (CDRL A007) are the property of the Federal Government. This support will include:

- 4.7.1 Assist with the management of POM reviews for all Navy echelon levels in EPRWeb:

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- Draft EPRWeb POM Guidance and in-depth tutorials for POM reviews.
- Conduct Training sessions for Navy users at all echelon levels to aid in the POM review.
- Develop, manage, and assist in the analysis of reports to compare previous POM cycle snapshots and Fiscal Year Budget Execution data to identify changes and trends in the current POM requirements.
- Conduct routine data checks to comply with changing U.S. Local, State, and Federal regulations and laws, overseas requirements, executive orders, and Navy and DoD policy.
- Versioning and archiving management of projects that require attention during the POM cycle.
- Critical Analysis of advanced administration reports, including POM Snapshot and narrative reports while providing real-time information of the POM status to the Budget Submitting Offices (BSO).
- Assist the BSO Media Managers and Funding Managers with detailed review of project data to ensure all project costs are reviewed, validated, and justified. Verify individual user permissions are adequate to submit the POM.
- Assist in developing the final POM-submittal report.

4.7.2 Assist with the management of the Budget Execution Plan in EPRWeb:

- Draft EPRWeb Execution Plan Guidance for each Fiscal Year.
- Build the Execution Plan using the OPNAV POM-approved snapshot as a baseline.
- Conduct training sessions for Navy users at all levels to provide education on the Execution Plan and the current Execution Guidance.
- Develop the Execution Review Report for each Fiscal Year and support BSOs with development of execution briefs, including data analysis support.
- Maintain the STARS and CFMS import and link STARS and CFMS data to EPRWeb projects and troubleshoot linkage issues.
- Update Project Execution Version as requested by the BSO Funding Manager.
- Incorporate changes to Execution Plan to work with changing business rules during the Fiscal Year.

4.7.3 Assist with the management of EPRWeb Help Desk and Technical Support to all users including:

- Develop and post documentation in the form of an on-line User Guide and quarterly News Letter.
- Develop and maintain training, including providing on-site and online training to ensure all Navy users are knowledgeable on how to navigate and use EPRWeb for their specific functions and are informed of business processes, system updates, and new features; maintain a comprehensive video library for use on demand; and maintain the EPRWeb User Guide.

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- Troubleshoot and assist with managing user accounts and user groups.
- Maintain data integrity across the EPRWeb through analysis, regressions testing, and reporting.
- Prepare system documentation to ensure the system complies with Navy guidance.
- Maintain the on-line Issue Tracker to ensure all user errors are properly addressed and prioritized in a timely fashion.
- Send mass emails to users for system issues and/or EPRWeb updates.
- Provide oversight of EPR Project Page dropdowns
- Technical Support for all users and resolve issues in a timely manner.
- Maintain the Guidebook including Guidebook User Groups.
- Maintain the EPRWeb command structure and dropdown menus.
- Maintain all Unique Identification Codes (UIC) and UIC changes in EPRWeb.
- Coordinate, as directed, with Service Provider(s) for development of modifications and troubleshooting.
- Coordinate across all BSOs to share information and ensure timelines are tracked.
- Quality assurance and quality control (QA/QC) data in EPRWeb to ensure data integrity.
- Provide ad hoc customized reports to facilitate data analysis.
- Test new EPRWeb enhancements before deployment to ensure functionality of all features.

4.7.4 Assist with the management of the COMPACFLT Mission Execution Plan (MEP) in EPRWeb:

- Build the MEP each Fiscal Year based on the OPNAV approved POM baseline.
- Maintain all application tools such as the Fund Request and the Promise to Pay utilities.
- Development and analysis of the Mission Summary Report, By Priority Report, By Program Report, By Planned Date Report, By Fleet POC Report, Phasing Report , MEP Chart and MEP Pivot Report.
- Provide on-site technical support to the Commander, U.S. Pacific Fleet for controls management and adjustments, EPRWeb training and support, database clean-up, and POM preparation.
- Link Execution Line Items (ELIs) to Standard Accounting and Reporting System (STARS) and Command Financial Management System (CFMS) imports.
- Develop functional requirements documents and tools to implement updates.

4.7.5 Provide analytical support for the EDMWeb and EMSWeb Modules:

- Perform quality assurance testing for updates made on the NOV, CAA, RCRA Hazardous Waste and RCRA Solid Waste modules as requested including maintaining and coordinating the module Activity table.
- Work with Water Media Manager and Water Module Administrator to update CWA and SDWA Water Quality module requirements for data collection and reporting for the OPNAV Annual Report to Congress. Assist the developers and maintain a data base that allows the Water Module to cross-reference the NOV module allowing for a more accurate Annual Report to

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Congress.

4.7.6 Provide analytical and technical support for the Conservation Module within EPRWeb. The support will include gathering requirements, business analysis, development, maintenance and training of the module. The Contractor will maintain the Conservation application within the current EPR Portal structure. Effort will include: aligning historical and existing Conservation Program data/information, maintaining an interface for Users to input and edit necessary data/information, developing query tools, exports, imports that allow retrieval of project data for Users, and support Conservation Module Users in data calls, analyses and reporting to include developing custom pivot reports.

4.7.7 Program Management and Informational Assurance (IA) Support:

- Assist Program Managers with taskings related to Environmental support
- Assist Program Managers with IA Support
- Configure servers according to the DISA STIGs
- Install IAVA patches as released
- Scan servers ensuring systems are properly patched/configured
- Update C&A documentation as needed including C&A Plan, POA&M, etc.
- Work with CCB to ensure upgrades/changes comply with IA requirements
- Monitor event logs for intrusion attempts and system errors
- Review system software ensuring DADMS compliance
- Test system backups for accuracy
- Perform annual validation testing
- Perform contingency plan tests as needed
- Work with network personnel on system issues, upgrades, etc
- Ensure connectivity and file transfers with other systems are accurate
- Submit Certification and Accreditation (C&A) documentation for Approval To Operate (ATO)
- Attend C&A collaboration and resolve issues with the approval process

4.8 Emergency Planning and Community Right to Know Act (EPCRA) and Toxic Release Inventory (TRI) Support

The Contractor shall provide technical support to the DoD EPCRA Working Group and shall provide technical assistance in evaluating existing data sources that contain military munitions, sub-assembly, component, energetic constituent, and chemical release data relating to DoD operations, and shall compile this data into the Toxic Release Inventory Data Delivery System (TRI-DDS) for use at the installation level throughout DoD. Evaluations, analysis, calculations and narrative summary (CDRL A007) shall be documented and made available at NOSSA's

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request.

4.8.1 The Contractor shall accomplish the following in support of the DoD EPCRA TRI Working Group and provide data items in accordance with CDRL A006:

- Assist NOSSA in identifying munitions to be investigated for inclusion in TRI-DDS
- Review, analyze and test the results of the munitions updates by comparing reports generated by TRI-DDS to hand calculations
- Provide DoD-wide training information as required
- Assist with overall system operations and maintenance through the completion of the reporting year for munitions activities on DoD active ranges and munitions demilitarization Open Burn/Open Detonation operations.

4.8.2 The Contractor shall assist with maintaining the TRI-DDS system, to include:

- Assist with system design, maintenance, and implementation of necessary changes and revised documents
- Provide technical, troubleshooting and testing services as required
- Provide service desk support to authorized users requiring assistance
- Provide munitions updates as available to include loading surrogate compositions as available in response to the user community's requests
- Provide policy updates as required

4.9 Analytical and Programmatic Support for NOSSA

NOSSA requires analytical and programmatic support of various policy, planning, organizational and operational taskings in support of Navy environmental, explosives safety and weapons systems safety programs. These programs require integrated and comprehensive environmental, safety and compliance support in terms of conducting analyses and methodologies to support the improvement and management of Navy environmental and weapons system programs. The contractor shall provide data deliverables in accordance with CDRL A007.

The Contractor shall provide the following support:

- Assist with developing technical program planning and take appropriate actions, such as establishing meetings with subject matter experts, to address program issues. Perform environmental and weapons system safety policy analysis, regulatory and operational tracking, compliance monitoring, performance measurement and make process improvement recommendations.
- Support the review, revision and editing of Navy publications for environmental and explosive safety policy and guidance.
- Prepare presentations, meeting/conference agenda, meeting/conference minutes, and exhibits as well as provide logistics support for explosives safety and environmental program reviews, conferences, and meetings. Logistics support includes the organization, attendance, hosting, and/or facilitation of program meetings and discussions.
- Assist in the preparation of technical letters, participate in associated meetings, develop presentations/briefings, prepare and maintain related program documentation, develop task plans, and coordinate resource allocations.
- Assist in the development of management plans, evaluation of program schedules, and

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tracking/reviewing of program data deliverables. The Contractor shall use integrated and comprehensive approaches to assist with mission planning activities such as: financial management, operational management, and database management.

5.0 Deliverables

Draft and final documents, white papers, and reports as assigned in Microsoft Word and Adobe pdf formats (suitable for posting on Navy websites and in appropriate databases).

Deliverables shall be prepared according to instructions as identified in the Contract Data Requirements List (CDRL) form DD-1423-1 (attached):

REQUIREMENT	DELIVERABLE	CDRL Reference
3.1 - 3.9	Contracting Officers Management/ Financial Report	A001
3.2 and 3.5	Meeting Agenda, Minutes and/or other support documents	A002
3.1 and 3.6	Technical Documents/Reports	A003
3.3	Course Training Documents	A004
3.4	Lab Reports	A005
3.5 and 3.8.1	Subgroup Work Products	A006
3.7, 3.8, and 3.9	Updated Systems/Web Tools, Program Support Documents and Publications	A007

5.1 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for technical acquisition support via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

5.2 Contract Subcontracting Performance Report

A subcontracting report reflecting contract goals and actual achievements is to be submitted semi-annually during the contract performance for the periods ending March 31 and September 30. A report is also required for the contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

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6.0 Place of Performance

Services for the LQAO will typically be performed on Government facilities, specifically the LQAO office located in Goose Creek, South Carolina. Services for NOSSA will typically be performed on the Government facility located at Indian Head, Maryland. Services for other customers will typically be performed at Contractor facilities.

7.0 OTHER PERTINENT INFORMATION

7.1 Security Information

Contractor personnel providing on-site support are required to have and maintain a SECRET clearance. For this task order this includes personnel performing under the Chemist and Program Analyst labor category. If during the period of performance of this task order it is necessary for additional contractor personnel to be issued a Common Access Card (CAC or tasking includes access to classified documents or technical support involving classified document reviews personnel shall be eligible for a SECRET clearance. The Contractor will be notified by Government personnel of security clearance requirements for other tasks/support as needed.

7.2 Government Furnished Materials

The Government will furnish limited office supplies, computer equipment, and workspaces for on-site Contractor personnel who provide full-time/part-time support. Such equipment is considered to be incidental to working onsite in Government facilities.

The Contractor shall operate Government-provided computer equipment in accordance with DoN NMCI. Building passes for the location in which work will be performed and Common Access Cards (CAC) shall be provided to Contractors who meet the security requirements.

7.3 Government Facilities Access

Access to Government facilities by Contractor personnel will be prohibited on federal holidays, weekends, and other days/times when no government personnel are available on-site to oversee Contractor support. There are no exceptions.

7.4 Travel

Extensive travel will be required to provide services to LQAO. Most meetings and assessments will last during the week Monday thru Friday. Travel for other customers is expected to be minimal.

Requirement	Instances	# of Personnel	# of Days	Location
Site Support/Meetings /Trainings	2	2	3	Washington, DC area
Site Support/Meetings /Trainings	1	2	3	San Antonio, TX
Site Support/Meetings /Trainings	1	2	3	Omaha, NE
Laboratory Observation for DoD ELAP	4	1	3	Multiple US Locations
Site Support/Meetings /Trainings	3	1	6	Washington, DC area

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**IHEODTD 17 - PERSONNEL QUALIFICATIONS (MINIMUM) NAVSEA/NSWC
IHEODTD (OCT 2013)**

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

KEY PERSONNEL

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SECTION D PACKAGING AND MARKING

See Basic Contract

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance at Destination

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/30/2015 - 7/29/2016
7001	7/30/2015 - 7/29/2016
7002	7/30/2015 - 7/29/2016
7003	7/30/2015 - 7/29/2016
7004	7/30/2015 - 7/29/2016
7005	7/30/2015 - 7/29/2016
7006	7/30/2015 - 6/29/2016
7007	6/30/2015 - 6/29/2016
7008	7/30/2015 - 6/29/2016
7009	4/21/2016 - 7/29/2016
7100	7/30/2016 - 7/29/2017
7101	7/30/2016 - 7/29/2017
7102	7/30/2016 - 7/29/2017
7103	7/30/2016 - 7/29/2017
7104	9/7/2016 - 7/29/2017
7105	9/7/2016 - 7/29/2017
7106	9/7/2016 - 7/29/2017
7107	9/7/2016 - 7/29/2017
7108	9/7/2016 - 7/29/2017
9000	7/30/2015 - 7/29/2016
9001	7/30/2015 - 7/29/2016
9002	7/30/2015 - 7/29/2016
9003	7/30/2015 - 7/29/2016
9004	4/21/2016 - 7/29/2016
9005	4/21/2016 - 7/29/2016
9100	7/30/2016 - 7/29/2017
9101	7/30/2016 - 7/29/2017
9102	9/7/2016 - 7/29/2017
9103	9/7/2016 - 7/29/2017
9104	9/7/2016 - 7/29/2017
9105	9/7/2016 - 7/29/2017

CLIN - DELIVERIES OR PERFORMANCE

CLIN 7000 12 Months From Date of Contract Award

CLIN 9000 12 Months From Date of Contract Award

CLIN 7100 12 Months After Date of Option I Exercise

CLIN 9100 12 Months After Date of Option I Exercise

CLIN 7200 12 Months After Date of Option II Exercise

CLIN 9200 12 Months After Date of Option II Exercise

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The basic effort to be performed under this contract, shall be completed within a period of twelve (12) months for the base year, with Two One-Year Options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the Seaport Contract.

10 USC 2410(a) Authority is being invoked for the following CLINS:

7002

7003

7004

7005

7006

7007

7008

9002

9003

7104 through 7108

9102 through 9105

**HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS
(JUN 2011)**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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SECTION G CONTRACT ADMINISTRATION DATA

IHEODTD 76 - NAVAL SURFACE WARFARE CENTER INDIAN HEAD EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION (NSWC IHEODTD), NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/NSWC IHEODTD) (DEC 2013)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.
2. The scheduled holidays for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, are:

HOLIDAYS*

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Contracts Department and Receiving Branch are as follows:

AREA	FROM	TO
INDIAN HEAD CAMPUS (Maryland):		
Contracts Office (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 116)	7:30 A.M.	11:30 A.M.
	12:30 P.M.	3:30 P.M.
EOD CAMPUS (Maryland):		
Contracts Office (BLDG. 2008)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 2195)	7:30 A.M.	3:30 A.M.
PICATINNY CAMPUS (New Jersey):		
Contracts Office (BLDG. 61N)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 3355)	7:00 A.M.	3:30 A.M.

If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

4. NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head Explosive Ordnance Disposal Technology Division shall be in accordance with NAVSEA, Naval Surface

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Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Command Security Policy requirements.

Routine Physical Contractor Access to a Federally-controlled Activity

4.1 Activity Regulations

All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

4.2 Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractor's who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

4.3 Citizenship

Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

4.4 Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than **five working days** before the required visit to the Contracting Officer Representative (COR).

Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

4.5 Recurring Vendors, Contractors, Suppliers and Other Service Providers

NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division has implemented RAPIDGate for non-common access card (CAC) vendors, contractors, and suppliers program in accordance with Commander, Navy Installations Command (CNIC) Notice 5530 dated 12 July 2010. It is strongly encouraged that all non-CAC holders who require base access enroll into the RAPIDGate program. RAPIDGate provides a standardized background check, identification credential, biometric capabilities and entry procedures that will enhance security while significantly expediting access. RAPIDGate credential will be issued and base access granted once the enrollee passes vetting and National background checks conducted by RAPIDGate systems maintained by the installation. The RAPIDGate credential will be the only means for long term installation access. After 1 June 2011, NSASP will only issue one day Temporary Paper Passes and all

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previously issued passes will expire. Participants in the RAPIDGate program will have streamlined access to the installation which will reduce time and costs to companies desiring to conduct business on NSASP installations. The following RAPIDGate Program Enrollment Information is provided:

4.5.1 Enrollment in RAPIDGate

Enroll your company by calling 1-877-RAPIDGate (1-877-727-4342). A customer service representative will give you all the necessary information regarding the program and send you the necessary enrollment forms. You will need to provide your installation name (NSA South Potomac) and sponsor point of contact or (COR), including a name, phone number and e-mail address. NSASP must authorize your request to participate in the RAPIDGate Program. The minimum elapsed time from company enrollment to an employee receiving RAPIDGate credential is approximately two weeks.

4.5.2 Current RAPIDGate Enrollment

If your company is already enrolled in the RAPIDGate Program at another installation, you may request access to this installation by calling the aforementioned number. Once your company is approved by NSASP your employees who already hold RAPIDGate credentials will be able to use the same credentials at our installation.

4.5.3 Approved RAPIDGate Enrollment

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees to register at the self service registration located at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office at Indian Head Explosive Ordnance Disposal Technology Division. Each employee should be ready to provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and social security number. The registration station will capture the employee's photograph for badging and fingerprints for identity verification.

4.5.4 Assisted RAPIDGate registrations

Assisted registration at your company's location may be available if you have 50 or more employees to register. Contact RAPIDGate for details at 1-877-RAPIDGate.

4.5.5 RAPIDGate Background Screening and Credentialing

RAPIDGate program performs background screening and credentialing. Upon the company approving an employee participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office. To retrieve the credential, the employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

4.5.6 Forms of Acceptable Identification for picking up credentials:

List A – One Required

- U.S. Passport (current not expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

List B – Two Required

- Drivers license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft card
- Military Dependent's ID Card

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- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal document
- Driver's license issued by a Canadian Government Authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those listed under List A)

4.5.6.7 RAPIDGate entry

After activating the RAPIDGate credentials, employees present them to the officer at the entry control point to request entry to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. Participants must wear and display their credential at all times while on the installation. Questions about the RAPIDGate program shall be addressed to info@rapidgate.com with the subject line RE: RAPIDGate Program.

4.6 Activity Identification Badges

Contractors that require routine access to the installation shall obtain an identification badge accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the COR along with the Security Office.

4.7 Badge Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

4.8 Installation Traffic and Parking Regulations

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf> . Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when

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operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

4.9 Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

4.10 Hand Held Cellular Devices and Earpieces

- a. All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.
- b. **Restrictions on Electronic Devices** – In accordance with NAVSEA Instruction 5510.2C dated 7 August 2012 entitled “NAVSEA Access and Movement Control” designates that any device or equipment capable of recording, transmitting, or exporting photographic images or audible information of any kind is strictly prohibited within all NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division buildings and detachments.

4.11 Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

4.12 Early Dismissal and Closure of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they shall go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors shall monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

External local media (television and radio) will be used to communicate the working status for employees of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division for inclement weather. Ensure to look/listen for the notifications specific to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division.

Television Stations:

WRC-TV – Channel 4

Fox – Channel 5

ABC News – Channels 7 and 8

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

Radio Stations:

WTOP – 103.5 FM (<http://www.wtop.com/?nid=667>)

WSMD – 98.3 FM

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe

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weather, a security threat or a facility related problem), on site contractors will continue working established work hours off site as permitted by parent company policy or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the contract or task order.

Non-essential contractor personnel are not permitted to remain or work at a Government facility when the facility is closed to Federal employees and/or early dismissal of Federal employees.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closing in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract or task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

IHEODTD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/NSWC IHEODTD) (OCT 2013)

Security badges will be issued by the Government only to those contractor personnel who require access to NAVSEA, Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD), Naval Support Activity South Potomac (NSASP) in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. As contained in the DON Homeland Security Presidential Directive-12 (HSPD-12) dated 22 December 2011 policy, a National Agency Check with Inquiries (NACI) investigation with a favorable fingerprint result are the basis for the issuance of a Common Access Card (CAC). However, the Commanding Officer is the final adjudicating official for CAC issuance and will be based on OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12. The command, during the adjudication, has the flexibility to apply the supplemental credentialing standards delineated in OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards, in addition to the six basic standards if information is developed during the credentialing process that may present an unacceptable risk to the life, safety, or health of employees, contractors, vendors or visitors.

The Contractor shall maintain a register of employees currently authorized access to NAVSEA, NSWC IHEODTD, NSASP. This does not include badges temporarily authorized for contractor visitors to NAVSEA, NSWC IHEODTD, NSASP. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Support Activity South Potomac. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

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

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

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

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

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

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

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

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

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self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

Cost Voucher - Cost Reimbursement

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

Destination/Destination

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00174
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	S2404A
Service Acceptor (DoDAAC)	N00174
Accept at Other DoDAAC	N/A

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LPO DoDAAC N/A

DCAA Auditor DoDAAC HAA722

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.

DEVYN.PULLIAM@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.

CCL-EC-NAVY-WAWF-HELPPDESK@DFAS.MIL

PHONE: 1-800-756-4571

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

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

(a) This clause only applies to covered contracts that are subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1 (see the FAR Appendix).

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

“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

“Contractor business systems” means—

- (1) Accounting system, if this contract includes the clause at [252.242-7006](#), Accounting System Administration;
- (2) Earned value management system, if this contract includes the clause at [252.234-7002](#), Earned Value Management System;
- (3) Estimating system, if this contract includes the clause at [252.215-7002](#), Cost Estimating System Requirements;
- (4) Material management and accounting system, if this contract includes the clause at [252.242-7004](#), Material Management and Accounting System;
- (5) Property management system, if this contract includes the clause at [252.245-7003](#), Contractor Property Management System Administration; and
- (6) Purchasing system, if this contract includes the clause at [252.244-7001](#), Contractor Purchasing System Administration.

“Significant deficiency,” in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(c) *General.* The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.

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(d) *Significant deficiencies.*

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) *Withholding payments.*

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost-reimbursement, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) *Payment withhold percentage limits.*

(i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed

the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the

Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means any of the following payments authorized under this contract:

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts;

(D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

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(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) *Correction of deficiencies.*

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (e) of this clause, and not bill for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will reduce withholding directly related to the significant deficiencies identified in the Contractor notification by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the payment withholding from billings on interim cost vouchers directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage

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initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(End of clause)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

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

(1) "Acceptable accounting system" means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that—

- (i) Applicable laws and regulations are complied with;
- (ii) The accounting system and cost data are reliable;
- (iii) Risk of misallocations and mischarges are minimized; and
- (iv) Contract allocations and charges are consistent with billing procedures.

(2) "Accounting system" means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at [252.242-7005](#), Contractor Business Systems, and also may result in disapproval of the system.

(c) *System criteria.* The Contractor's accounting system shall provide for—

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
- (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;
- (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
- (14) Segregation of preproduction costs from production costs, as applicable;
- (15) Cost accounting information, as required—
 - (i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts;
- (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and

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comply with contract terms;

(17) Adequate, reliable data for use in pricing follow-on acquisitions; and

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) *Significant deficiencies.*

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

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

IHEODTD 6 - CONTRACT POINTS OF CONTACT (NAVSEA/NSWC IHEODTD) (OCT 2013)

The following contacts are provided for this contract:

Contract Administrator: ██████████

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

TOTAL DELIVERY ORDER CEILING	AMOUNT FUNDED BY THIS ACTION	TOTAL DOLLAR FUNDED TO DATE	BALANCE NOT FUNDED
██████████	██████████	██████████	██████████

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No

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substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

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SECTION I CONTRACT CLAUSES

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

FAR 52.204-2 Security Requirements (AUG 1996)

FAR 52.204-7 System for Award Management (JUL 2013)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

52.204-12 Data Universal Numbering System Number Maintenance (DEC 2012)

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR 52.209-7 Information Regarding Responsibility Matters (**JUL 2013**)

FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014).

FAR 52.215-22 Limitations On Pass-Through Charges—Identification Of Subcontract Effort (Oct 2009)

FAR 52.217-5 Evaluation of Options (JUL 1990)

FAR 52.219-9 Small Business Subcontracting Plan (JUL 2013)

FAR 52.222-50, Combatting Trafficking in Persons (Mar 2015).

FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011).

FAR 52.224-1 Privacy Act Notification (APR 1984)

FAR 52.224-2 Privacy Act (APR 1984)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

FAR 52.233-3, Protest After Award (Aug 1996).

FAR 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004).

FAR 52.245-1 Government Property (Apr 2012)

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DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)

DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (Sep 2013)

DFARS 252.204-7003, Control of Government Work Product (Apr 1992)

DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information. (Nov 2013)

DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (Feb 2014)

DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

DFARS 252.225-7048, Export Controlled Items (Jun 2013).

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

FAR 252.232-7010, Levies on Contract Payments (Dec 2006).

DFARS 252.245-7001 Tagging, Labeling, and Marking Government-Furnished Property (APR 2012)

DFARS 252.245-7002 Reporting Loss of Government Property (APR 2012)

DFARS 252.245-7003 Contractor Property Management System Administration (APR 2012)

DFARS 252.247-7023, Transportation of Supplies by Sea (Apr 2014)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance

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reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days of award** or exercise of previous option; provided that the Government gives the

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Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed **3 years**.

The following clauses are incorporated into this task order for performance in Japan:

CONTRACTS TO BE PERFORMED IN JAPAN

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded privileges under SOFA Article I(b). Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive SOFA status under SOFA Article XIV or SOFA Article I(b) based on their status as dependents. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

SOFA ARTICLE I(b) STATUS

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the company employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

- (1) United States nationals,
- (2) not ordinarily resident in Japan,
- (3) present in Japan at the invitation of, and solely for the purpose of executing contracts with, the United States for the benefit of the United States armed forces, and
- (4) not contractors or employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(c) SOFA Article 1(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of

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the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(9) The use of postal facilities as provided for in SOFA Article XXI;

(10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

LOGISTIC SUPPORT

Contractor, contractor personnel, and in the case of personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below [*indicate appropriate support based upon coordination with installation commander or designee*].

(a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);

(b) Laundry and dry cleaning;

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- (c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);
- (d) Transient billeting facilities;
- (e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
- (f) Casualty assistance (mortuary services) on a reimbursable basis;
- (g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
- (h) Dental care, limited to relief of emergencies on a reimbursable basis;
- (i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
- (j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);
- (k) Local recreation services on a space-available basis;
- (l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);
- (m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

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

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

(a) Definitions. As used in this clause-

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

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

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components. "Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

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

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

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

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

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

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

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

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

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as is conferred by the laws of the U.S.

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

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

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

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

(1) Completion or termination of the contract.

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

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

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

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military

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means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

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

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

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

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

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

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

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(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

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

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

**CONTINUANCE OF PERFORMANCE DURING ANY STATE OF
EMERGENCY**

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IN THE REPUBLIC OF KOREA (ROK)

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

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

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

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

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

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

"Theater of operations" means an area defined by the combatant commander for the conduct or support of specified operations.

"Uniform Code of Military Justice" means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to

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U.S. military forces deployed/located outside the United States in-

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

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

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

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

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

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

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

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians- INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office-if,

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applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall-

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and

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replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall-

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

G) Weapons.

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(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

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

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all ICITR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of

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this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in-

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

SECTION J LIST OF ATTACHMENTS

Contract Administration Plan

QASP

Cost Summary Format

Chapter 7 Safety Manual

DD1423 CDRL A001

DD1423 CDRL A002

DD1423 CDRL A003

DD1423 CDRL A004

DD1423 CDRL A005

DD1423 CDRL A006

DD1423 CDRL A007

Wage Determination 05-2473 Zone 3

Wage Determination 05-2103 Zone 2

DD254

The following is a list of approved subcontractors for task order:

APPROVED SUBCONTRACTORS	CAGE CODE	SMALL (S) or LARGE (L) BUSINESS	EFFECTIVE DATE	EXPIRATION DATE
████████████████████	██████	S	██████████	██████████
████████████████████	██████	S	██████████	██████████
████████████████████	██████	S	██████████	██████████