

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 10-Jun-2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NSWC, CARDEROCK DIVISION, PHILADELPHIA

NAVSSSES

Philadelphia PA 19112-1403

Anthony.Ricciardi@navy.mil 215-897-1494 Ext. 1494

DCMA Baltimore

217 EAST REDWOOD STREET, SUITE 1800

BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Design To Delivery Inc 7910 Woodmont Ave, Suite 540 Bethesda MD 20814		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-5991-EHP1 10B. DATED (SEE ITEM 13) 19-Mar-2014
CAGE CODE 1VZP6 FACILITY CODE	[X]	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) IAW FAR Clause 52.232-23 Assignment of Claims Notification

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) Cynthia Esposito, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY /s/Cynthia Esposito (Signature of Contracting Officer)
	10-Jun-2014

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

1) The purpose of the subject modification is to assign claims. The payee under this Task Order is hereby modified as follows:

FROM:

Design To Delivery, Inc.  
7910 Woodmont Ave., Suite 540  
Bethesda, MD 20814  
Cage Code - 1VZP6

TO:

PF Funding, LLC.  
565 Highway 35, Suite 10  
Red Bank, NJ 07701  
Cage Code - 50P17

2) The following clause was added to Section I of this Task Order:

### Assignment of Claims (Jan 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of Clause)

3) All other terms and conditions remain unchanged.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$147,170.00 by \$0.00 to \$147,170.00.

The total value of the order is hereby increased from \$147,170.00 by \$0.00 to \$147,170.00.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 1 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R425	Administrative and Techncial Support Services in support of acquisition functional areas.Labor Costs. (WCF)	1.0	LO	\$145,670.00	\$145,670.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Travel Costs. Consisting of a Not To Exceed (NTE) Value of \$1,500.00. (WCF)	1.0	LO	\$1,500.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	Option Year 1. Admin and technical supportservices; Labor. (WCF) Option	1.0	LO	\$148,566.00	\$148,566.00
8100	R425	Option Year 2. Admin and technical supportservices. Labor costs. (WCF) Option	1.0	LO	\$151,528.00	\$151,528.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Travel Costs. Consisting of a Not To Exceed (NTE) Value of \$1,500.00. (WCF) Option	1.0	LO	\$1,500.00
9100	R425	Travel Costs. Consisting of a Not To Exceed (NTE) Value of \$1,500.00. (WCF) Option	1.0	LO	\$1,500.00

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK FOR ACQUISITION SUPPORT AND OVERSIGHT**

#### **1.0 Scope**

The contractor shall provide administrative and technical support services to assist the Naval Surface Warfare Center Carderock Division, (NSWCCD) in the functional areas of acquisition (purchase card, contracting programs such as Product Data Reporting and Evaluation Program (PDREP) and Contractor Performance Assessment Reporting System (CPARS), acquisition e-business systems, and operational metrics and databases).

#### **2.0 Requirements**

2.1 The contractor shall support the Purchase Card Agency Program Coordinator (APC) Office in the following tasks:

2.1.1 Assists with document control to facilitate the electronic and/or paper copy receipt, handling and filing of monthly reconciliation packages

2.1.2 Completes monthly package audits of purchase card packages submitted by purchase card program participants using the NSWC Carderock Division Purchase Card Internal Operation Procedure (IOP).

2.1.3 Inputs discrepancies from audited packages in the APC office into automated databases such as Carderock Purchase Card Audit Tool (CPAT).

2.1.4 Updates, tracks and follows-up with purchase card program participants on completing upcoming and current training requirements. Inputs training dates in CPAT and collects/files certificates in appropriate participant's file.

2.1.5 Assists APC office with preparing materials for training classes.

2.2 Provides support to the Carderock Command PDREP Program in the following tasks:

2.2.1 Tracks and inputs Contract Award and Delivery Data into PDREP by reviewing reports on contract awards for supplies and obtaining delivery dates from contract award documents via EDA or the contract file as appropriate.

2.2.2 Pulls reports from PDREP database to provide updates on program status and recommends areas that need more emphasis.

2.2.3 Provides training to PDREP users who need assistance with data input and system

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 3 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

navigation in accordance with CARDEROCKDIV Instruction 4855.3 and NAVSO P-3683-C reporting requirements.

2.3 Contractor shall provide support to the Contractor Performance Assessment Reporting System (CPARS) and COR oversight initiative in the following tasks:

2.3.1 Updates status reports on due and overdue reports using CPARS, Microsoft Excel, and feedback from COR Coordinator.

2.3.2 Tracks overall program status, and presents information in powerpoint presentations.

2.3.3 Maintains databases and excel spreadsheets on active contracts and associated CORs (including tracking of appointment letters, PCO assessments, and training requirements).

2.3.4 As changes are issued to training material and reference guides, contractor shall update the hard and soft copy material; and ensure materials and classrooms are ready for classes.

2.4 The contractor shall perform the following in support of contracting policy and programs:

2.4.1 Maintains databases and spreadsheets on contract closeout and records management inventories.

2.4.2 Runs reports from e-business systems including Contract Management Tracking System (CMTS), enterprise e-Cost Reporting and Financial Tracking system (e-RAFT), Federal Procurement Data System-Next Generation (FPDS-NG), and compiles data in format required for use in departmental briefings and datacalls.

2.4.3 Processes contractor reports for enterprise e-CRAFT and troubleshoots vendor issues with report formatting.

2.4.4 Compiles spreadsheets for acquisition forecasting and ensures proper formatting and entries are input in accordance with system and process desk guides.

2.5 Prepares and analyzes information and metrics for datacalls and reports in support of the acquisition programs.

2.6 Participates in occasional meetings and site visits as needed and prepares materials in advance, facilitate and draft summaries of action items or other resulting documentation.

2.7 Updates and posts associated documents, reports, spreadsheets on NSWCCD SharePoint sites.

2.8 Contractor Personnel Identification

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 4 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

2.9 Contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems.

2.10 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION(ECMRA)  
- The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Carderock Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

### **3.0 DELIVERABLES**

The contractor shall provide the following deliverables associated with this tasking effort via email to the Contracting Officer Representative.

a. A status report to be provided via email summarizing work completed, outstanding issues, hours associated and funding expended for the previous invoice period shall be provided with each invoice submitted in WAWF, at a minimum by the first of each month.

b. The contractor shall provide via email notification the completion of action items covered under Section 2.0 (e.g. policy updates, training, mock inspection) with link to appropriate SharePoint site where guidance or procedure is updated or the appropriate file attached in the following formats only: Microsoft Outlook, Word, Excel, Powerpoint or pdf file. Email shall be submitted within 1 day after completion of the item. On a daily basis contractor shall provide a status of action items or work in progress via email or telephone.

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 5 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

c. The Burn Rate Analysis Report is a summary report that captures the rate at which the current task order funding obligation is expended by the contractor. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. A template of this report is provided as Attachment 2.

d. The Incurred Costs Report is a report that captures a summary of all costs incurred to date by the contractor under this current task order. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. A template of this report is provided as Attachment 1.

e. The contractor shall upload with the WAWF invoice documentation to support the costs billed including labor hours with associated labor rate, and a breakdown of travel costs (dates travelled, location, per diem rates, transportation costs, copies of invoices for hotel, and any other costs).

### **3.0 WORK SCHEDULE AND LEVEL OF EFFORT**

The services provided by the contractor generally will be provided during the work week (Monday through Friday) between the hours of 7am through 5pm. A NMCI computer will be provided as Government Furnished Material. Level of effort shall be for two contractors to provide one man-year of effort each (1920 hours per contractor).

### **4.0 PLACE OF PERFORMANCE**

Performance will occur at NSWCCD (Bethesda, MD; Philadelphia, PA). One contractor to be located at each site, where the monthly reconciliation purchase-card package reviews will occur primarily at Bethesda, MD. Flexibility in work location depending on the requirements of the particular task (work may occur off-site at the contractor's office or other locations).

### **5.0 PERIOD OF PERFORMANCE**

Base Year - Date of Award through 12 months

Option Year 1 - 13 months through 24 months

Option Year 2 - 25 months through 36 months

### **6.0 TRAVEL**

Limited travel may be required during performance of this task within CONUS.

### **7.0 GOVERNMENT FURNISHED INFORMATION**

The Government will provide any and all pertinent information to the contractor to accomplish all tasking in a timely manner. The Contractor has the responsibility to request the material in a timely fashion to support the mission requirements. The contractor will ensure proper control of all documents received including all proper handling requirements such as FOUO, NOFORN, PII,



CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 6 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

etc.

## **8.0 KEY PERSONNEL REQUIREMENTS**

Program Analyst (2)

Target Experience:

- a. Experience or working knowledge of defense database related systems or similar.
- b. Experience analyzing, collecting and reporting business operations (such as financial or procurement) data and metrics.
- c. Experience with compliance evaluations and assisting in audit preparations.
- d. Experience with Microsoft Office Programs including SharePoint; advanced user of Microsoft Excel and PowerPoint

Target Education: High School Diploma

## **8.0 CONTRACTING OFFICER REPRESENTATIVE (COR)**

The COR is Richelle E. Holifield, NSWCCD Code 41, telephone: 301-227-4137; email: [richelle.holifield@navy.mil](mailto:richelle.holifield@navy.mil)

## **9.0 SECURITY**

Contractor will perform services only with access to For Official Use Only Information.

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 7 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION D PACKAGING AND MARKING

### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

Contracting Officer's Representative (COR)  
Richelle Holifield, Code 4100  
9500 MacArthur BLVD, BLDG 42  
West Bethesda, MD 20817  
[Richelle.Holifield@navy.mil](mailto:Richelle.Holifield@navy.mil)  
(301) 227-4137

Ship all Reports/Data to the following address:

Contracting Officer's Representative (COR)  
Richelle Holifield, Code 4100  
9500 MacArthur BLVD, BLDG 42  
West Bethesda, MD 20817  
[Richelle.Holifield@navy.mil](mailto:Richelle.Holifield@navy.mil)  
(301) 227-4137

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

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 8 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance will be performed by the Contracting Officer Representative, Richelle Holifield, Code 41, Naval Surface Warfare Center Carderock Division.

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 9 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

5000	3/19/2014 - 3/18/2015
6000	3/19/2014 - 3/18/2015

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance is as follows:

CLINs 5000 and 6000 - Base Period: Date of Award through 12 months  
CLINs 8000 and 9000 - Option Period 1: 13 months through 24 months  
CLINs 8100 and 9100 - Option Period 2: 25 months through 36 months

### DELIVERY INFORMATION

FOB: Destination

### SHIP TO ADDRESS:

Richelle Holifield, Code 4100  
9500 MacArthur BLVD, BLDG 42  
West Bethesda, MD 20817  
[Richelle.Holfield@navy.mil](mailto:Richelle.Holfield@navy.mil)  
(301) 227-4137

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 10 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative  
 Richelle Holifield, Code 4100  
 9500 MacArthur BLVD, BLDG 42  
 West Bethesda, MD 20817  
[Richelle.Holifield@navy.mil](mailto:Richelle.Holifield@navy.mil)  
 (301) 227-4137

(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 Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

Invoice as 2-in-1 (FFP Service Only)

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

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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 11 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Issue By DoDAAC	N65540
Admin DoDAAC	S2101A
Inspect By DoDAAC	N65540
Ship To Code	See Section F
Ship From Code	N/A
Mark For Code	See Section D
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N65540
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

[Richelle.Holifield@navy.mil](mailto:Richelle.Holifield@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.

Joshua Daubert; email: [WAWF\\_GAM.NSWCCD@Navy.mil](mailto:WAWF_GAM.NSWCCD@Navy.mil)

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

(End of clause)

(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.

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 12 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(End of Clause)

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

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

Accounting Data

SLINID	PR Number	Amount
5000	130040605900001	145670.00
LLA :		
AA 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002148074		
6000	130040605900001	1500.00
LLA :		
AB 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002148074		

BASE Funding 147170.00  
Cumulative Funding 147170.00

MOD 01 Funding 0.00  
Cumulative Funding 147170.00

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 13 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 52.219-11 Special 8(a) Contract Conditions

Special 8(a) Contract Conditions (Feb 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C. 637\(a\)](#)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the Naval Surface Warfare Center Carderock Division the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Naval Surface Warfare Center Carderock Division shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Naval Surface Warfare Center Carderock Division.

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

(f) To notify the Naval Surface Warfare Center Carderock Division Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

### 52.219-14 Limitations on Subcontracting

Limitations on Subcontracting (Nov 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.



CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 14 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

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

#### Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)

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

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

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

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

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The \_\_\_\_\_ [*insert name of SBA's contractor*] will notify the Naval Surface Warfare Center Carderock division Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

H-5 Task Order Process.

Ombudsman Description.

In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

Ms. Irene Katakinski

Email: [irene.katakinski@navy.mil](mailto:irene.katakinski@navy.mil)

Telephone: 215-897-7596

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 15 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) and the COR/TOM when any Contractor personnel changes occur.

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 16 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-10-D-5991	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 01	PAGE 17 of 17	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

- 1) Incurred Costs Report
- 2) Burn Rate Analysis
- 3) Cost Summary Format
- 4) Quality Assurance Plan (QASP)
- 5) Non-Disclosure Agreement