

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 14-Oct-2011	4. REQUISITION/PURCHASE REQ. NO. 1300230113	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S3605A	

Naval Sea Systems Command (NAVSEA)
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE
 WASHINGTON NAVY YARD DC 20376-2040
 lindsay.a.alexander@navy.mil 202-781-1890

DCMA Ohio River Valley
 Area C, Building 30 1725 Van Patton Drive
 Wright-Patterson AFB OH 45433-5302

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GCC Technologies, LLC 685 Mosser Road Suite 13 McHenry MD 21541-1291	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4349-EH01
	10B. DATED (SEE ITEM 13) 04-Dec-2007
CAGE CODE 1NKM8	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.

<input type="checkbox"/>	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"/>	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) NAVSEA Allotment 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) Lindsay A Alexander, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Lindsay A Alexander (Signature of Contracting Officer)	16C. DATE SIGNED 14-Oct-2011
(Signature of person authorized to sign)			

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 to Task Order N00178-05-D-4349-EH01 is to exercise and Fully Fund SLIN 5000DA

Accordingly, said Task Order is modified as follows:

1) Under **Section H**-Contract Clauses modify as follow: The Government here by exercises the following Earned Award Term 3, SLIN 5000 DA in accordance with the Award term Clause.

2) Under **Section B**, Supplies and Services

a. Exercise and Fully Fund SLIN 5000 DA

	<u>SLIN</u>	<u>Est. Cost</u>
	5000DA	
Funding	From	\$ [REDACTED]
	By	\$ [REDACTED]
	To	\$ [REDACTED]

3) Under Section G, update as follows:

MOD 15

5000DA [REDACTED]

LLA :

AF 1721804 8T1M 251 VJT00 0 050120 2D 000000 A00000904534

MOD 15 Funding [REDACTED]

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

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
5000DA	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

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

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CLIN/SLIN
5000DA

From (\$)



By (\$)



To (\$)



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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2000				\$ [REDACTED]
2000AB	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Base Year, Quarter 2. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
2000AC	provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Base Year, Quarter 3 (Option). (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
2000AD	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Vistor Control Office. Base Year, Quarter 4 (Option). (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
2000BA	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Vistor Control Office. Option Year 1, Quarter 1. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
2000BB	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Option Year 1, Quarter 2. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]

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2000BC	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Option Year 1, Quarter 3. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
2000BD	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Option Year 1, Quarter 4. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
5000				\$ [REDACTED]
5000BA	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Option Year 1. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
5000BB	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Option Year 1. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
5000CA	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Award Term Year 2. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]
5000DA	Provide support to SEA 00P for the NAVSEA Headquarters Badging and Visitor Control Office. Award Term Year 3. (O&MN,N)	1.0 LO	\$ [REDACTED]	\$ [REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. Statement of Work

This Statement of Work (SOW) details the efforts required of the Naval Sea Systems Command Headquarters, Badging Services Contractor (hereafter referred to as the Contractor). In general, the Contractor is responsible for providing all labor required to support the ID Badging System and associated equipment at the Visitor Control Office located in Building 197 in the Washington Navy Yard, Washington, DC. Contractor shall perform the following:

Staffing: Provide Full Time Staff as follows:

Provide an on-site full time manpower from the hours of 6:00 AM – 4:30 PM, Monday through Friday who are responsible for the day to day work assignments, scheduling, employee work issues, and processing documentation as discussed below.

-Minimum Staff Requirements: Monday – Friday

Hours of Operation: 6:00 AM – 4:30 PM, Monday – Friday (excluding holidays)

-Minimum of one between the hours of 6:00 AM – 7:30 AM

-Minimum of three between the hours of 7:30 AM – 11:30 AM

-Minimum of two between the hours of 11:30 AM – 1:00 PM

-Minimum of three between the hours of 1:00 PM – 3:30 PM

-Minimum of two between the hours of 3:30 PM – 4:30 PM

Tasks

-Utilize the Picture Perfect Access Control System to issue personnel badges.

-Utilize Microsoft Office for reports, memos, and email.

-Greet customers and process their badging requests in a timely manner.

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-Answer incoming telephone calls and respond as appropriate.

-Review badging request documentation to ensure accuracy

-Maintain and file all badging documentation manually

-Maintain an inventory of material (badge ribbons, badge stock, and holligrams) to meet badging requirements.

Monitor operation of badging equipment and notify Government representatives of any problems.

-Process monthly badge status reports, inventory reports, and other reports as required.

The Contractor shall provide all services specified in this SOW.

THIS IS A PERFORMANCE BASED STATEMENT OF WORK. THE FOLLOWING APPLIES TO ALL TASKS:

The Government representatives will periodically monitor both administrative and professional services provided by the contractor to NAVSEA customers. The contractor must provide support in accordance with all relevant instructions, regulations and operating procedures. Monitoring of services will be through personal contact, surveys, and observations

2. General Requirements

2.1 Security

▪All Contractor employees utilized under this effort must have as of the date of Task Order award a "Secret Clearance" and be able to retain it.

2.2 Access to Facility

The Contractor shall follow all rules and regulations established by the Facility for entry/exit of the work areas and rules established for Contractor use of premises.

2.3 Reserved

2.4 Meetings

The Contractor shall attend and support monthly progress review meetings. Additional, more frequent, meetings may be required between NAVSEA and the Contractor to assess progress.

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2.5 Transition

The Contractor shall attend transition training provided by the Government. The Government will provide five (5) work days of supervised training/instruction to the contractor in the operation of the Visitor Control Center. The Contractor shall be responsible for the day to day operation of the Visitor Control Center thereafter.

NAVSEA CAAS Study Team Review of Task Order No. N00178-05-D-4349-EH01 – Determination:

Funded Labor SLINs: 100% CAAS, 0% Non-CAAS

Justification: On 04 December 2007, NAVSEA CAAS Study Team Chairman Mr. Peter Richmond reviewed the requirements addressed within subject Task Order. During the review it was determined that the funded labor requirements addressed within the subject task order are 100% CAAS as defined within Public Law 10 U.S.C., Section 2212.

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SECTION D PACKAGING AND MARKING

Section D Requirements shall be in accordance with SECTION D of the IDIQ MAC Contract

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for All Items will be in accordance with Section E of the SEAPORT Multiple Award IDIQ contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

2000AB	1/14/2008 - 4/13/2008
2000AC	4/14/2008 - 7/13/2008
2000AD	7/14/2008 - 10/13/2008
2000BA	10/14/2008 - 1/13/2009
2000BB	1/14/2009 - 4/13/2009
2000BC	4/14/2009 - 7/13/2009
2000BD	7/14/2009 - 10/13/2009
5000BA	1/14/2010 - 10/13/2010
5000BB	10/1/2009 - 9/30/2010
5000CA	10/14/2010 - 10/13/2011
5000DA	10/14/2011 - 10/13/2012

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Peter E. Richmond, 0255
1333 Isaac Hull Ave. S.E.
Washington, DC 20376
peter.richmond@navy.mil
202-781-3920

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S3605A</u>
Pay Office DODAAC	<u>HQ0337</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N/A</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N/A</u>
DCAA Auditor DODAAC	<u>HAA211</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N/A</u>
Acceptance Location	<u>N/A</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
Russell.tomaselli@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

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Accounting Data

SLINID PR Number Amount

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

5000BB N0002410MR55147 [REDACTED]
LLA :

Standard Number: N0002410PD00002
See Attachment 8: FAD sheet for Mod 9

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

5000BA N0002410MR55210 [REDACTED]
LLA :
AD 5000 BA AD 17 0 1804 8T1M 251 SL S10 0 068342 2D 000000 41M24 SWE MISC
Standard Number: N0002410PD00002

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

5000DA [REDACTED]
LLA :
AF 1721804 8T1M 251 VJT00 0 050120 2D 000000 A00000904534

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

Progress Payments (April 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) *Computation of amounts.*

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

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(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

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(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; *e.g.*, the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

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(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports and access to records.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

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(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

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(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A “contract action” is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite—delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

Alternate I (Mar 2000). If the contract is with a small business concern, change each mention of the progress payment and liquidation rates excepting paragraph (k) to the customary rate of 85 percent for small business concerns (see [FAR 32.501-1](#)).

252.232-7004 DoD Progress Payment Rates.

As prescribed in 232.502-4-70(b), use the following clause:

DOD PROGRESS PAYMENT RATES (OCT 2001)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph

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(k), *Limitations on Undefined Contract Actions*) to 90 percent.

(b) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefined Contract Actions*) to 95 percent.

(End of clause)

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SECTION I CONTRACT CLAUSES

In accordance with those contained in the Seaport E Multiple Award Contract (MAC) issued under solicitation N00178-06-D-4000.

Privacy Act (Apr 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

Availability of Funds (Apr 1984)

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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment #1 - DD 254

Attachment #2 - basic award Financial Accounting Data Sheet.

Attachment 3- Financial Accounting Data Sheets for modification 04

Attachment 4 - Financial Accounting Data Sheets for modification 05

Attachment 5 - Financial Accounting Data Sheets for Modification 06

Attachment 6- Financial Accounting Data Sheets for Modification 07

Attachment 7- Financial Accounting Data Sheets for Modification 08

Attachment 8 - Financial Accounting Data Sheets for Modification 09

Attachment 9 - Financial Accounting Data Sheets for Modification 10