

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J
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1 2

2. AMENDMENT/MODIFICATION NO. 01
3. EFFECTIVE DATE 01-Oct-2015
4. REQUISITION/PURCHASE REQ. NO. 1300528163
5. PROJECT NO. (If applicable) N/A

6. ISSUED BY CODE NAVSUP FLC Norfolk, Code 200
7. ADMINISTERED BY (If other than Item 6) CODE DCMA Baltimore
S2101A
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
J. Aguinaldo Group, Inc
44141 Airport View Dr Ste 202
Hollywood MD 20636-3142

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-15-D-8275-FK03

10B. DATED (SEE ITEM 13)

01-Oct-2015

CAGE CODE 1NPK1 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: FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 08-Dec-2015
16B. UNITED STATES OF AMERICA
BY
16C. DATE SIGNED 08-Dec-2015
(Signature of person authorized to sign) (Signature of Contracting Officer)

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GENERAL INFORMATION

The purpose of this bilateral modification is to :

1. Increase the base year CLIN due to a price adjustment based on a revised SCA Wage Determination.
2. Revise the WAWF Table in section G.
3. All other terms and conditions remain unchanged.

The Line of Accounting information is hereby changed as follows:

8000 :

From: AA 97X4930 NC1E 251 91022 0 050120 2F 000000 000000000000

To: AB 97X4930 NC1E 252 91022 0 050120 2F 000000 A00003147816

8001 :

From: AA 97X4930 NC1E 251 91022 0 050120 2F 000000 000000000000

To: AB 97X4930 NC1E 252 91022 0 050120 2F 000000 A00003147816

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8000	WCF	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8000	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R706	Managerial, analytical and non-personal services IAW the PWS (WCF)	12.0	MO	██████████	██████████
8001	R706	TRAVEL - Estimated amount of travel is 1,000. These amounts are not to exceed or NTE amounts. (WCF)	1.0	LO	██████████	██████████
8002	R706	Managerial, analytical and non-personal services IAW the PWS (WCF) Option	12.0	MO	██████████	██████████
8003	R706	TRAVEL. Estimated travel amounts is 1,000. These amounts are (WCF) Option	1.0	LO	██████████	██████████
8004	R706	Managerial, analytical and non-personal services IAW with the PWS (WCF) Option	12.0	MO	██████████	██████████
8005	R706	TRAVEL. Estimated travel amounts is 1,000. These amounts are not to exceed or NTE amounts. (WCF) Option	1.0	LO	██████████	██████████
8006	R706	Managerial, analytical and non-personal services IAW the PWS (WCF) Option	12.0	MO	██████████	██████████
8007	R706	TRAVEL. Estimated travel amounts is 1,000. These amounts are not to exceed or NTE amounts. (WCF) Option	1.0	LO	██████████	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. Overview: The contractor shall employ personnel to provide quality analytical, and non-personal logistical services support to the NAVSUP Fleet Logistics Center (FLC) Norfolk, VA. These services are executed by the contractor through deliverable products that assist NAVSUP FLC Norfolk in providing unique skills and competencies for two core service areas – Logistics Supply Chain Management and Business Management. Contractors will operate as an extended member of the NAVSUP FLC Norfolk Team.

2. Scope: The contractor shall provide analysis, technical studies, project management, training and trouble shooting in response to tasks involving the implementation and maintenance of various programs and projects.

3. Tasks: The contractor shall provide on-site technical support to assist NAVSUP FLC Norfolk in (1) Command-wide program management, and (2) Business Support Department program management. The place of performance shall be at the NAVSUP FLC Norfolk, Business Development Office (Code 300), 1968 Gilbert Street, Norfolk, Virginia 23511-3392.

3l. NAVSUP FLC Norfolk Program Management support as follows.

3l.l. Assist NAVSUP FLC Norfolk in management and enhancement of the administrative processes. Tasking may include, but not limited to, the following sub-functions:

3.1.1.1. Assist in composing, reviewing for format and content, and management of correspondence and reports to include appropriate distribution to and coordination with appropriate points of contact.

3.1.1.2. Assist in maintaining accurate command organizational information including the command directives system including instructions, notices, and Standard Operating Procedures (SOPs).

3.1.1.3. Assist with customer requests by researching requested information utilizing the NAVSUP FLC Norfolk administrative library. Customer service is provided by means of telephone, email, and counter service. Assist directive authors in accordance with SECNAVINST 5216.5 in word-processing techniques including conversions, formatting, scanning documents, importing, form design, and graphics. Assist with distribution services for NAVSUP FLC Norfolk. Distribution includes, but is not limited to, job announcements, phone books, newsletters, instructions, notices, and official publications.

3.1.1.4. Prepare an annual 5215 Index of Instructions from departmental updates and record, maintain, and report training records and overtime records.

3.1.1.5. Assist with composing, research, review, and update of NAVSUP FLC Norfolk instructions, notices, and standard operating procedures and functions.

3.1.1.6. Tasking and informational correspondence is scanned, uploaded to the Command tracking system and appropriately distributed. A hard-copy file is maintained by Standard Subject Identification Code (SSIC) and disposed of in accordance with SECNAVINST 5212.5.

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3.1.1.7. Compose articles and memoranda, create complex electronic forms.

3.1.1.8. Act as the primary mail custodian when the primary custodian is absent. As the primary mail custodian, contractor will maintain continuous chain of custody receipts for all accountable mail, ensure accountable mail is kept separate from non-accountable mail, handle registered mail and private carrier items as classified (classified material is authorized to be sent via registered mail and by private carrier), ensure all mail is safeguarded, properly secured, and delivered only to properly cleared personnel and make certain mail handling areas and all GSA approved security containers are locked when the contractor is not physically present. Contractor personnel performing work in this position must have a minimum SECRET security clearance and must maintain the level of security required for the life of the contract. The security requirement is in accordance with the attached DD254."

3.1.1.9. Assist in determining the necessary requirements for the recognition of NAVSUP FLC Norfolk civilian employees by managing the Command's Leave Donation Program, Retirement Recognition Program, Length of Service Recognition, and Awards processing.

312 Assist NAVSUP FLC Norfolk in management of the Facilities Management Program. Tasking may include, but not be limited to, the following sub-functions:

3.1.2.1. Assist with the management of the Facilities Workload Tracking Database for program management of trouble calls.

3.1.2.2. Assist with determining emergency repairs based on nature of call and standard operating procedures. Recommends corrective action by internal personnel or through contract with appropriate source from information gathered from incoming calls.

3.1.2.3. Receives emergency service and minor work requests (approximately 20 per day), translates information into work descriptions for shop accomplishment. Determines appropriate points of contact that can assist with problem resolution.

3.1.2.4. When NAVFAC is determined to be appropriate source of repair and/or maintenance, forward the NAVFAC Mid-Atlantic (MIDLANT) Work Reception and Dispatch Center Work Request Form. Responsible for ensuring each is a serially numbered work authorization and correctly details job order number, nature of work, whether routine, urgent or emergency.

3.1.2.5. Assist in the programming and scheduling of all segments of planned production work, emergency services, and minor work performed by NAVFAC and contractors.

3.1.2.6. Responsible for data integrity of cost of services entered into the internal Facility Program tracking database, entering status updates on service tickets and maintaining records in the project files.

3.1.2.7. Serves as the Command's central point of contact for the Command's telephone service requests (TSR) and telephone trouble calls; gathering requirements and information from command points of contact and processing appropriate orders with service provider. Tracks the progress of repairs and installations and provides reports to the appropriate command points of contact.

3.1.2.8. Assists with maintaining operating supplies ensuring inventory levels are adequate.

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Process material receipts to include obtaining appropriate signatures, recording delivery and issue dates.

3.1.2.9. Assists Resource Managers in planning, scheduling and conducting studies of a myriad of operational areas for the purposes of streamlining, improving functions, reducing resource requirements and redundancy. Contractor will provide data/information to the Resource Manger by conducting interviews and researching various sources/contacts for fact-finding and evaluating processes and procedures. Gathers information from a variety of sources and works with contacts at various levels within the Command to gather information, specifications, and best sources for material, supplies, and services required in the performance of the Command's mission functions. Evaluates the scope and nature of the requirement to determine the type of procurement request document and necessary supporting detail to submit to Procurement Request creator to effect procurement. Coordinates closely with the Resource Manager and departmental points of contact to determine services and support requirements. Monitors the billing reports and maintains contact with billing points of contact to monitor execution and charges throughout the year. Coordinates with the Resource Manager and other points of contact when adjustments to funding levels should be changed.

313 Provide assistance to NAVSUP FLC Norfolk managers in classifying positions by selecting, interpreting, and applying Office of Personnel Management (OPM) classification standards. This includes the following:

3.1.3.1. Assisting managers in documenting clear, concise, and easily understandable major duties, responsibilities, and organizational relationships of a job.

3.1.3.2. Assisting managers in deciding the correct pay system and series of a position by providing general guidance that applies to most classification situations or more specific guidance that can be adapted and applied to the circumstances of each individual case.

3.1.3.3. Assisting managers with the methods for determine grades according to the basic job evaluation and assigning suggested Factor Evaluation System factors and their sub-factors.

3.2 Provide Business Support Department program support as follows:

321. Provides managerial, analytical, administrative and logistics support for NAVSUP FLC Norfolk. These services shall be in direct support of ongoing Naval Supply Systems Command (NAVSUP) fleet support missions as well as support for organization issues, NAVSUP FLC Norfolk partnerships, and other emergent efforts. These services shall include support for all NAVSUP FLC Norfolk operating locations for ongoing projects, process re-engineering efforts, and financial management oversight functions. Tasking may include, but not be limited to, the following sub-functions:

321.1. Prepare business case analyses (BCAs), supply site surveys and liaison with the applicable agencies and contractors. In conjunction with government employees at NAVSUP FLC Norfolk, shall conduct extensive business and process surveys of sites operating within NAVSUP FLC Norfolk operating locations to recommend process changes and to explore new business opportunities, preparing detailed Business Case Analyses (BCAs).

321.2. The contractor shall have extensive knowledge and experience of all facets of supply, aviation, industrial support operations and process, extensive warehousing/material

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management experience to be familiar with and be fully qualified to participate with NAVSUP FLC Norfolk personnel in the development of complex functional and personnel requirement statements/organizations using cycle times, workload data and process flow charts. Provide support for process, personnel and system re-engineering actions as follows:

3.2.1.2.1. Develop requirements listings, collect various site workload, personnel, facility, equipment and other data as required and have the capability, using models, cycle times, and other assorted tools to analyze such data to determine optimum staffing requirements for specific supply processes.

3.2.1.2.2. Analyze current business processes and provide estimated man-hours to perform supply functions.

3.2.1.2.3. Document exhibits are required through knowledge of Excel Spreadsheet and PowerPoint slide development.

3213 Participate in Functionality Assessments (FAs) of various partnered activities.

3214 Provide support for the development of Performance Work Statements (PWS), Performance Requirements Statements (PRS), and technical listings and exhibits.

3215 Develop and maintain various Plans of Action and Milestones (POA&Ms) which will allow the Government to track ongoing process change implementations or other projects against the designated milestones. MS Excel or MS Project may be used to develop and maintain the POA&Ms. An average of 5-7 POA&Ms may be worked and may be considered complex due to the continual transformational nature of the work.

3216 Develop required briefings and presentations as follows:

3.2.1.6.1. Develop and provide all required documentation to the designated Government employee(s), for concurrence and approval, in preparation for scheduled briefings and presentations for all command levels including flag personnel.

3.2.1.6.2. Maintain all briefing material(s) and presentations (hard copy and various media) for reference at NAVSUP FLC Norfolk. All briefing and documentation materials utilized for presentation purposes shall become the property of the Government.

3.2.1.6.3. Facilitate rapid re-use or modification of briefings and presentation materials to allow NAVSUP FLC Norfolk to quickly respond to the dynamic supply environment. Unless otherwise directed, presentations shall be in Microsoft PowerPoint format.

3217 Attend functional meetings as follows:

3.2.1.7.1. Accompanying Government employees to meetings related to any ongoing NAVSUP FLC Norfolk supply projects. These meetings shall be held at local designated locations.

3.2.1.7.2. Possess the expertise required to address issues or contribute information.

3.2.1.7.3. Keep abreast of all issues affecting NAVSUP FLC Norfolk's mission, inclusive of knowledge of higher-level command issues and NAVSUP FLC Norfolk product line support

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capabilities.

3.2.1.7.4. Contributing to or provide input to meetings to the maximum extent possible.

3.2.1.7.5. Provide information and plan of action(s) for meetings attended and the results of those actions and meetings.

3218 The contractor shall provide the following deliverables in support of the above listed tasks, in Contractor format (fully compliant with standard industry best practices).

Site Surveys and Analysis Reports
 Business Case Analyses (BCA) Reports
 Plans of Action & Milestones (POA&Ms)
 Process Flow Charts
 Memorandums of Agreement
 Extraordinary Event Reports
 Meeting Minutes or Notes
 Detailed Excel Spreadsheets
 Power Point Presentations.

3219 Data Calls: Respond to NAVSUP FLC Norfolk Business Support Department requests for internal and external data calls.

4 Deliverables: The contractor shall provide the following deliverable products:

41. The Contracting Officer's Representative (COR) shall determine precisely when monthly (or more frequent) status reports will be provided.

42. Quarterly (or more frequent) PMR reports as detailed in task herein.

5 Contractor Use of Government Resources: Resources including office space, furniture, telephones, computers, facsimile, e-mail and office supplies will be provided by the government.

6 The Government will make no reimbursements for a contractor's local travel.

7. Hours of Work: All support services shall be provided during normal working hours of eight (8) hours per day, 40 hours per week or as determined by the Command. Working hours shall be scheduled between 0700 – 1630. Normal workdays are Monday through Friday except US Federal Holidays.

8 Overtime: This requirement may require effort beyond a normal 40 hour work week. Overtime will be used on a case-by-case basis as needed. Any anticipated hours worked over and beyond the normal 40 hour work week shall be reviewed and approved by the Contracting Officer and the Contracting Officer's Representative. The Contractor shall provide a report on a monthly basis of all overtime support provided with a supplemental breakdown of hours by designated labor categories, documentation substantiating the overtime worked, and certification from the COR that overtime was performed satisfactorily. A copy of this report properly annotated with the COR's signature shall be provided with the associated invoice. There are no provisions for compensation for shift differential cost. Therefore, the Contractor shall bear the expense of any shift differential cost, which the contract employee incurs. The costs associated with supporting any on-call duties are the

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same as overtime pay.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Quality Assurance Surveillance Plan (QASP)

1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52-212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4.0 RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

- **Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.
- **Task Order Manager (TOMTOM)** – An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

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5.1 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

- **Contractor Performance Assessment Reporting System (CPARS)** – The Government, for this procurement, will utilize CPARS to address the Quality of Service, Schedule, Business Relations, Management of Personnel, and other important areas. As this information may affect future solicitations throughout DoD, the annual Government assessment will be used as a complementary performance oversight and communication tool with the QASP.
- **Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.
- **Random Checks/Inspections on Completion of Workload Taskings** – Random checks will be conducted to ensure compliance with the requirements. These checks may consist of telephone calls to personnel working for the Contractor, Federal Sales Representative, Director for Administration, Human Resource Office, and Manpower Department. TOM will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance Work Statement (PWS).

7.0 DOCUMENTATION

The TOM will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The TOM shall forward these records to the Contracting Officer at termination or completion of this contract. At a minimum, the Quality Assurance Surveillance file shall contain:

- Copies of letters of appointment for the TOM
- A copy of the contract and all modifications
- A copy of the QASP and all subsequent revisions
- The names and titles of individuals on the contract administration team
- A record of all accepted receiving reports, required documentation with the submission of each receiving report, and reviews and verifications of ITJs.
- Memoranda for the record or minutes of any pre-performance meetings or conferences.
- Memoranda for the record or minutes of any meetings or discussions with the contractor, or others, pertaining to the contract or contract performance or changes to

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- the PWS.

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

Deliverable or Service Requirement	Measurement/Metric	Method of Surveillance	Frequency	Acceptable Quality Level (AQL)	Procedures to be taken when performance standards are not met
Contractor Quality Assurance Plan	Personnel are fully qualified, all certifications (such as Information Assurance Awareness, Sexual Harassment, etc.) are kept current, and meet the requirements contained in the PWS	Inspection by the TOM	Monthly	>95% personnel fully qualified with current certifications.	TOM reporting to Contractor Performance and Assessment Reporting System (CPARS)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review and acceptance of the invoice	Monthly	100% accuracy	TOM reporting to Contractor Performance and Assessment Reporting System (CPARS)
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the TOM/Customer Surveys	Annual	All performance factors rated Satisfactory (or higher)	TOM reporting to Contractor Performance and Assessment Reporting System (CPARS)
Monthly Status Report	Monthly status reports are submitted by the 10th day of each month. Reports provide any issues and concerns that need to be resolved, travel and ODC information provided as contained in the PWS.	Review by the TOM	Monthly	>95% accuracy	FAR Clause 52.212-4

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	10/1/2015 - 9/30/2016
8001	10/1/2015 - 9/30/2016

CLIN - DELIVERIES OR PERFORMANCE

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

8000	10/1/2015 - 9/30/2016
8001	10/1/2015 - 9/30/2016

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

8002	10/1/2016 - 9/30/2017
8003	10/1/2016 - 9/30/2017
8004	10/1/2017 - 9/30/2018
8005	10/1/2017 - 9/30/2018
8006	10/1/2018 - 9/30/2019
8007	10/1/2018 - 9/30/2019

Services to be performed hereunder will be provided at : NAVSUP FLC Norfolk, Business Development Office (Code 300), 1968 Gilbert Street, Norfolk, Virginia 23511-3392.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

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

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

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

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

Document type means the type of payment request or receiving report available for 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).

COMBO

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

N/A

(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.

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Routing Data Table*

WAWF Invoice Type:	COMBO	
Contract Number		
Delivery Order Number		
Issuing Office DODAAC	N00189	
Admin Office DODAAC:	S2101A	
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):		
Service/Supply Acceptor DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost voucher)	N40295 NORF	
Acceptance At Other		
Ship to /Extension	N40295 NORF	
Local Processing Office (Certifier)		
DCAA Office DODAAC (Used on Cost Voucher's only):		
Paying Office DODAAC:	HQ0338	
Acceptor/COR Email Address		
<p>Send additional emails notifications to:</p> <p>(For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact)</p>		
Email	Phone	Role
		Acceptor

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

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(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.(Contracting Officer: Insert applicable email addresses or ``Not applicable.")

(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. (Contracting Officer: Insert applicable information or ``Not applicable.")

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

NOTICE OF AVAILABILITY OF FUNDS

Pursuant to FAR 52.232-18, 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. The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP FLC Norfolk web page at:

http://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/con_navsupflcn

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data;
 - b. Freedom of Information inquiries; and/or
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or.
 - d. Arranging the post award conference (See FAR 42.503).

Name: [REDACTED]

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

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein. Name: SAME AS ABOVE

Address-----

Phone-----

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3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: N/A

Address: -----

Phone: -----

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

Name: TBD at Time of Award

Address: -----

Phone: -----

5. Task Order Manager (TOM) is responsible for:

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

NOTE: When, in the opinion of the Contractor, the TOM requests effort outside the existing scope of the contract(or delivery/task order), the Contractor shall promptly notify the Contracting Officer(or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE TOM IS NOT AN

ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

TOM Name: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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ATOM Name: N/A

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

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

Name: N/A Address: Phone

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to -----pricing arrangements;
 - b. No order shall be placed in excess of ----- \$ without the prior approval of the PCO;
- and/or c. No order shall be placed with delivery requirements in excess of ----- \$

Name: N/A Address: Phone:

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

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

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d. Changes in contract terms and/or conditions. e. Post award conference

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

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

4. The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviation from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a. Technical

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

(2) The TOM is prohibited from issuing any instruction with change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance an performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary)

and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The TOM shall monitor contractor performance to see th not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action alert the contractor and the PCO to the situation.

(3) The TOM will take timely action to alert the PCO to any p performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

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

c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of service services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting

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documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM must indicate either complete or partial concur invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The TOM shall work with the Contractor to obtain an days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The TOM is responsible for developing the statement of work for changing orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The TOM shall take appropriate action on technical correspondence and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The TOM shall maintain files on all correspondence relate satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

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

f. Government Furnished Property. When government property is to be fur the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to

h. Standards of Conduct. The TOM is responsible for reading and complying with the standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

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

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

(3) The TOM is responsible for providing necessary assist performing Contract Close-out in accordance with FAR

(4) 804, Closeout of Contract Files.

(5) The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the TOM.

b. Review contract deliverables, recommend acceptance/rejection, and provide documentation to support the

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recommendation.

c. Assist in preparing the final report on contractor performance for the applicable accordance with the format and procedures prescribed by the TOM.

d. Identify contract noncompliance with reporting requirements to the TOM.

e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.

g. Provide the TOM with timely input regarding technical clarifications for t possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
8000	1300528163	██████████
LLA :		
AA 97X4930 NC1E 251 91022 0 050120 2F 000000 000000000000		
8001	1300528163	██████████
LLA :		
AA 97X4930 NC1E 251 91022 0 050120 2F 000000 000000000000		
BASE Funding ██████████		
Cumulative Funding ██████████		
MOD 01		
8000	1300528163	██████████
LLA :		
AB 97X4930 NC1E 252 91022 0 050120 2F 000000 A00003147816		

MOD 01 Funding ██████████
Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purpose 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 concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteranowned 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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.219-27 NOTICE OF TOTAL SDVOSB SET ASIDE (NOV 2011)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPEMENT, AND VEGETATION (APR 1984)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

252.204-7003 CONTROL OF GOV'T PERSONNEL WORK PRODUCT (APR 1992)

252.204-7004 ALT A SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES

252.204-7011 ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEPT 2014)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2008)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. If repair/replacement or performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its

post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered;

and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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(c)) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor; (ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT. (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

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(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable; (C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer. (6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of

1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates: (A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default

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termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j)) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C.51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757. (End of clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (Jan 2014)

(a)) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that

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the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.) (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64. (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of Clause)

52.215-20 -- REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. AS PRESCRIBED IN 15.408(L), INSERT THE FOLLOWING PROVISION:

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(A) EXCEPTIONS FROM CERTIFIED COST OR PRICING DATA.

(1) IN LIEU OF SUBMITTING CERTIFIED COST OR PRICING DATA, OFFERORS MAY SUBMIT A WRITTEN REQUEST FOR EXCEPTION BY SUBMITTING THE INFORMATION DESCRIBED IN THE FOLLOWING SUBPARAGRAPHS. THE CONTRACTING OFFICER MAY REQUIRE ADDITIONAL

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SUPPORTING INFORMATION, BUT ONLY TO THE EXTENT NECESSARY TO DETERMINE WHETHER AN EXCEPTION SHOULD BE GRANTED, AND WHETHER THE PRICE IS FAIR AND REASONABLE.

(I) IDENTIFICATION OF THE LAW OR REGULATION ESTABLISHING THE PRICE OFFERED. IF THE PRICE IS CONTROLLED UNDER LAW BY PERIODIC RULINGS, REVIEWS, OR SIMILAR ACTIONS OF A GOVERNMENTAL BODY, ATTACH A COPY OF THE CONTROLLING DOCUMENT, UNLESS IT WAS PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICE.

(II) COMMERCIAL ITEM EXCEPTION. FOR A COMMERCIAL ITEM EXCEPTION, THE OFFEROR SHALL SUBMIT, AT A MINIMUM, INFORMATION ON PRICES AT WHICH THE SAME ITEM OR SIMILAR ITEMS HAVE PREVIOUSLY BEEN SOLD IN THE COMMERCIAL MARKET THAT IS ADEQUATE FOR EVALUATING THE REASONABLENESS OF THE PRICE FOR THIS ACQUISITION. SUCH INFORMATION MAY INCLUDE --

(A) FOR CATALOG ITEMS, A COPY OF OR IDENTIFICATION OF THE CATALOG AND ITS DATE, OR THE APPROPRIATE PAGES FOR THE OFFERED ITEMS, OR A STATEMENT THAT THE CATALOG IS ON FILE IN THE BUYING OFFICE TO WHICH THE PROPOSAL IS BEING SUBMITTED. PROVIDE A COPY OR DESCRIBE CURRENT DISCOUNT POLICIES AND PRICE LISTS (PUBLISHED OR UNPUBLISHED), E.G., WHOLESALE, ORIGINAL EQUIPMENT MANUFACTURER, OR RESELLER. ALSO EXPLAIN THE BASIS OF EACH OFFERED PRICE AND ITS RELATIONSHIP TO THE ESTABLISHED CATALOG PRICE, INCLUDING HOW THE PROPOSED PRICE RELATES TO THE PRICE OF RECENT SALES IN QUANTITIES

SIMILAR TO THE PROPOSED QUANTITIES;

(B) FOR MARKET-PRICED ITEMS, THE SOURCE AND DATE OR PERIOD OF THE MARKET QUOTATION OR OTHER BASIS FOR MARKET PRICE, THE BASE AMOUNT, AND APPLICABLE DISCOUNTS. IN ADDITION, DESCRIBE THE NATURE OF THE MARKET;

(C) FOR ITEMS INCLUDED ON AN ACTIVE FEDERAL SUPPLY SERVICE MULTIPLE AWARD SCHEDULE CONTRACT, PROOF THAT AN EXCEPTION HAS BEEN GRANTED FOR THE SCHEDULE ITEM.

(2) THE OFFEROR GRANTS THE CONTRACTING OFFICER OR AN AUTHORIZED REPRESENTATIVE THE RIGHT TO EXAMINE, AT ANY TIME BEFORE AWARD, BOOKS, RECORDS, DOCUMENTS, OR OTHER DIRECTLY PERTINENT RECORDS TO VERIFY ANY REQUEST FOR AN EXCEPTION UNDER THIS PROVISION, AND THE REASONABLENESS OF PRICE. FOR ITEMS PRICED USING CATALOG OR MARKET PRICES, OR LAW OR REGULATION, ACCESS DOES NOT EXTEND TO COST

OR PROFIT INFORMATION OR OTHER DATA RELEVANT SOLELY TO THE OFFEROR'S DETERMINATION OF THE PRICES TO BE OFFERED IN THE CATALOG OR MARKETPLACE.

(B) REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA. IF THE OFFEROR IS NOT GRANTED AN EXCEPTION FROM THE REQUIREMENT TO SUBMIT CERTIFIED COST OR PRICING DATA, THE FOLLOWING APPLIES:

(1) THE OFFEROR SHALL PREPARE AND SUBMIT CERTIFIED COST OR PRICING DATA, AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA, AND SUPPORTING ATTACHMENTS IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN TABLE 15-2 OF FAR 15.408, WHICH IS INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS THOUGH IT WERE INSERTED HERE IN FULL TEXT. THE INSTRUCTIONS IN TABLE 15-2 ARE INCORPORATED AS A MANDATORY FORMAT TO BE USED IN THIS CONTRACT, UNLESS THE CONTRACTING OFFICER AND THE CONTRACTOR AGREE TO A DIFFERENT FORMAT AND CHANGE THIS CLAUSE TO USE ALTERNATE I.

(2) AS SOON AS PRACTICABLE AFTER AGREEMENT ON PRICE, BUT BEFORE CONTRACT AWARD (EXCEPT FOR UNPRICED ACTIONS SUCH AS LETTER CONTRACTS), THE OFFEROR SHALL SUBMIT A CERTIFICATE OF CURRENT COST OR PRICING DATA, AS PRESCRIBED BY FAR 15.406-2.

252.215-7008 ONLY ONE OFFEROR.

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AS PRESCRIBED AT 215.408(4), USE THE FOLLOWING PROVISION: ONLY ONE OFFER (JUN 2012)

(A) THE PROVISION AT FAR 52.215-20, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA, WITH ANY ALTERNATE INCLUDED IN THIS SOLICITATION, DOES NOT TAKE EFFECT UNLESS THE CONTRACTING OFFICER NOTIFIES THE OFFEROR THAT —

(1) ONLY ONE OFFER WAS RECEIVED; AND

(2) ADDITIONAL COST OR PRICING DATA IS REQUIRED IN ORDER TO DETERMINE WHETHER THE PRICE IS FAIR AND REASONABLE OR TO COMPLY WITH THE STATUTORY REQUIREMENT FOR CERTIFIED COST OR PRICING DATA (10 U.S.C. 2306A AND FAR 15.403-3).

(B) UPON SUCH NOTIFICATION, THE OFFEROR AGREES, BY SUBMISSION OF ITS OFFER, TO PROVIDE ANY DATA REQUESTED BY THE CONTRACTING OFFICER IN ACCORDANCE WITH FAR 52.215-20.

(C) IF NEGOTIATIONS ARE CONDUCTED, THE NEGOTIATED PRICE SHOULD NOT EXCEED THE OFFERED PRICE.(END OF PROVISION)

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

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 7 DAYS; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 7 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 48 MONTHS.

(END OF CLAUSE)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS(ES):

FAR CLAUSES [HTTP://ACQUISITION.GOV/COMP/FAR/INDEX.HTML](http://ACQUISITION.GOV/COMP/FAR/INDEX.HTML)

DFAR CLAUSES [HTTP://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARS/INDEX.HTML](http://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARS/INDEX.HTML)

(END OF CLAUSE)

PROSPECTIVE CONTRACTOR RESPONSIBILITY

In accordance with Federal Acquisition Regulation (FAR) Part 9.1, the Contracting Officer shall award

contracts only to responsible offerors. No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The contracting officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangement that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, services, materials, other resources, or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall be

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taken into account for the time period covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award.

Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of responsibility on the part of any prospective subcontractor(s). In the absence of information clearly indicating that the prospective contractor is responsible, the contracting officer shall make a determination of non-responsibility.

As a minimum requirement, all offerors must submit, as part of the original proposal, the following: (1) Company's Financial Statement which includes Balance Sheet and Income Statement; and (2) Point of Contact from their Bank or any financial institution with which they transact business. (End of provision)

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

(July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12

(HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI).

All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to

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IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as

Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT

Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

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To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission) Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements —Representation (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with

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the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-000005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that –

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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SECTION J LIST OF ATTACHMENTS

SCA Wage Determination

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Past Performance Report Form

Contractor Discrepancy Report