

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 01-Nov-2015	4. REQUISITION/PURCHASE REQ. NO. N4562715RC014FN	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392
candace.reid@navy.mil 757-443-1347

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Norbeck Technologies, Inc. 8808 Woodyard Road Clinton MD 20735	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. <input checked="" type="checkbox"/> N00178-10-D-6199-FK02 10B. DATED (SEE ITEM 13) 18-Sep-2015
CAGE CODE 1RJW3 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)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Changes
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 2	DRAFT
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this bilateral modification is to revise the period of performance to reflect the contract start dates. All other terms and conditions remain unchanged.

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 1 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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	R415	IT Helpdesk Support Services IAW the PWS (O&MN,N)	12.0	MO	\$4,585.60	\$55,027.20
8001	R415	IT Helpdesk Support Services IAW the PWS - Option Year 1 (O&MN,N)	12.0	MO	\$4,665.89	\$55,990.68
		Option				
8002	R415	IT Helpdesk Support Services IAW the PWS - Option Year 2 (O&MN,N)	12.0	MO	\$4,864.93	\$58,379.16
		Option				
8003	R415	IT Helpdesk Support Services IAW the PWS - Option Year 3 (O&MN,N)	12.0	MO	\$5,010.88	\$60,130.56
		Option				

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

NAVAL AIR TERMINAL NAS NORFOLK, VA HELP DESK/TECHNICAL SUPPORT SPECIALIST 37CA

1.1 SCOPE:

1.2 The contractor shall provide services to administer and support the IT Help Desk, computer operations, network communications and telecommunications including hardware and software for desktop computers, laptop computers, storage devices, and network devices.

2.1 APPLICABLE DIRECTIVES: Guidelines include various NAS Norfolk, DOT, IATA, AMC Safety, Security, Operating instructions and regulations, general administrative policies and management directions, and various OSHA safety, security and operating instructions.

2.2	ACRONYMS AND ABBREVIATIONS:	COR	Contracting Officer's Representative
DCAA		Defense Contract Audit Agency	
DFAS		Defense Finance and Accounting Service	
DISCO		Defense Industrial Security Clearance Office	
DOD		Department of Defense	
DODAAC		Department of Defense Activity Address Code	DON Department of the Navy
DONCAF		Department of the Navy Central Adjudication Facility	E-QIP Electronic Questionnaire for Inspection Processing
FAD		Facility Access Determination	
FAR		Federal Acquisition Regulation	
FSO		Facility Security Officer	
HMC		Hazmat Coordinator	
HSPD		Homeland Security Presidential Directive	
ISSOP		Inter-Service Supply Support Operations Program	
ISSOT		Intra-Fleet Supply Support Operation Team	
JPAS		Joint Personnel Adjudication System	
LPO		Local Processing Office	
NACLC		National Agency Check with Local Agency and Credit Checks	NACI National Agency Check with Inquiries
NAWSUP		The Navy Supply System Command	NISP National Industrial Security Program
ODC		Other Direct Charges	
OPM		Office of Personnel Management	
OSHA		Occupational Safety and Health Administration	
PII		Personally Identifiable Information	
PPE		Plant Account Property and Equipment	
PWS		Performance Work Statement	
SAAR-N		System Authorization Access Request Navy	SBU Sensitive But Unclassified
SCI		Sensitive Compartmented Information	
SOP		Standard Operating Procedures	
SUPMIS		Supply Management System	
USCIS		U.S. Citizenship and Immigration Services	
WAVE		Wide Area Work Flow	

3.0 REQUIREMENTS

Provide Computer Support for NAS Terminal/NAS Norfolk, VA assigned personnel.

TASK 1: Help Desk Support Services: Specific work shall include, but not be limited to, the following:

- Monitor incoming incidents received via email, telephone, walk-in or automated incident tracking system.
- Respond to end-user incidents, requests and inquiries in timely manner providing end-user assistance, advice, support and training as needed.
- Provide remote support to resolve most problems and provide desk side support when it is not practical or efficient to solve remotely.
- Process incidents/requests/inquiries on a first-come first-out basis except when a mission impact has been identified.
- Escalate complex incidents/requests/inquires to System Administrator or Level 2 Support which can't be resolved quickly or require specialized technical knowledge.
- Liaison between end-user and IT staff to ensure incident followed to completion.
- Document all incident/request/inquiry actions and activities in the automated incident tracking system.
- Follow IT Department policies, procedures, guidelines, instructions and standards consulting with System Administrators, Level 2 Support or the IT Director regarding workload priorities and internal policies.
- Perform other administrative tasks (as assigned) in support of end-user help desk operations.
- Assist in the on-boarding/off-boarding of command personnel to establish and disestablish access to command information systems and resources including add/modify delete users, groups, mailboxes, distribution lists, folders and permissions.
- Issue IT consumable items to satisfy end-user requests maintaining inventory levels, performing periodic inventory, identifying when ITC items need to be ordered and managing ITC recycling.
- Perform basic maintenance, troubleshooting and repair of end-user equipment including preparation for shipment to repair facility or preparation for disposal of non-repairable equipment.
- Configure and install IT hardware and software in support of end-user requests or IT roll-outs.
- Document any changes of IT assets in the automated IT asset management system.

3.1 WORKLOAD DATA:

- Service Availability (Hours): 2000/Year
- Incidents/Requests/Inquires and Administrative Tasks: 25/Day Average

4.0 SKILLS AND KNOWLEDGE AND REQUIREMENTS FOR THE POSITION:

4.1 SOFT SKILLS

- Positive, professional attitude and demeanor
- Excellent logical, analytic problem solving skills for diagnosis and troubleshooting
- Excellent customer service, verbal and written communication skills

4.2 TECHNICAL KNOWLEDGE AND EXPERIENCE

- Excellent end-user computer hardware and software technical knowledge and experience including (but not limited to):
- End-User Computers – Desktop, Laptop and Tablet Computers
- End-User Peripherals – Printers, Multi-Function Devices and I/O Devices
- End-User Desktop Environment – MS-Windows And MS-Office
- Commercial Off-The-Shelf Application Software
- DoD Application Software
- End-User Communications - Telephones and Mobile Devices
- IP Network Infrastructure – IP configuration and UTP/Fiber Cabling
- Microsoft Domain Environment – MS Active Directory (Users, Computers, Groups) and MS Exchange (mailboxes and distribution lists)

5.0 Performance Requirements Summary

Task/Deliverable	Objective	Standard	AQL	Method
General	Meet support qualifications and performance standards	Adhere to requirements specified in Requirements section	100%	Periodic and random review of work
Availability	Provide support during the specified work hours	Be available during the specified work hours	94%	Review Time Sheets
Response Time	Respond to user incident in a timely manner	Respond/resolve or escalate end-user tickets within 8 hours	90%	Review Automated Incident Reports

6.0 PERIOD OF PERFORMANCE

Base Year: 18 August 2015 – 17 August 2016
Option Years (2-4): 18 August 2016 - 17 August 2017
18 August 2017 - 17 August 2018

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 3 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

18 August 2018 - 17 August 2019

7.0 PLACE OF PERFORMANCE

The base location for contractor personnel will be the Naval Air Terminal Norfolk Information Technology Office in Room 114, Building LP205, Naval Station Norfolk, Norfolk, VA. Support services will be required throughout the Naval Air Terminal command complex including buildings LP82, LP84, LP100, LP117, LP167, LP205 and LP210.

8.0 WORK HOURS/PERSONNEL SHIFT SCHEDULES/OVERTIME:

The work hours/work shift is from 0730 to 1600 Monday through Friday excluding federal holidays. No overtime work is required.

9.0 TRAVEL EXPENSES: NONE

No travel is required.

10.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment is a typical office environment. Work will require lifting (up to 50 pounds), stooping/bending and climbing.

11.0 NON PERSONAL SERVICE STATEMENT

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

12.0 SPECIAL INSTRUCTIONS/CONSIDERATIONS

No data provided to, or developed by, the contractor shall be used for any purpose other than this delivery order. All information (Code, data files, and hard copy) becomes the property of the Government and the contractor shall return them to GLS/NAVSUP Global Logistic Support Code 047 at the completion of the task.

13.0 EMPLOYMENT OF FEDERAL EMPLOYEES: The Contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, navy and DOD regulations.

14.0 SECURITY CLEARANCE

Work under this task order requires access to personally identifiable information (PII) and information protected by the Privacy Act of 1974. In addition to the security requirements below, contractors performing work under this task order must meet the following criteria: Per SECNAV M-5510.30, all individuals with access to PII or Privacy Act information must be US Citizens; therefore US Citizenship is a requirement. In all cases contract employees must meet eligibility requirements for a position of trust at a minimum. The contractor shall comply with all applicable DOD security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, sensitive but unclassified (SBU) information, classified information, and all government personnel work products that are obtained or generated in the performance of this task order. Contractor employees are required to have National Agency Check, Local Agency Check and Local Credit Check (NACLCL) investigation at a minimum in accordance with DOD Instruction 8500.2. Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work. A security clearance may also be required to perform work under this contract.

AN "UNFAVORABLE" OR "NO DETERMINATION" ADJUDICATION OF THE CONTRACTOR EMPLOYEES INVESTIGATION WILL RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE WORKSPACE AND RECORDS.

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, SBU information, areas critical to the operations of the command, and/or classified information. Although these contracts may not be classified, contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLCL) determination at a minimum. The Department of the Navy (DoN) has determined that all DoN Information systems are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DoN Computer systems must undergo investigation for a position of trust to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when determinations for facility access only will be required on the contractor employees. The following addresses those requirements for Security.

NO FOREIGN NATIONAL WILL BE EMPLOYED ON THIS GOVERNMENT CONTRACT.

This clause does not apply to employees hired overseas in accordance with Status of Forces Agreements, Diplomatic (memorandums) of understanding or other Host Nation Agreements. Employees hired under these agreements are subject to local pre-employment checks.

"Each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54 Employment Eligibility Verification"

All contractors, working within DoN Spaces must be entered into the Joint Personnel Adjudication System (JPAS), and then owned by their contracting company facility security officer (FSO). The receiving command Security Manager will then service those individuals in JPAS for tracking and monitoring of their investigation status.

If no previous investigation exists the contractor personnel shall complete the requirement for a NACLCL. NACLCL's for positions of trust will be processed through the receiving command Security Manager.

Investigative requirements for DoN Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of contractor personnel for security clearance eligibility are processed by the Office of Personnel Management (OPM) and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the Department of the Navy Central Adjudication Facility (DoNCAF) is the adjudicative authority for all DoN Contractor personnel requiring SCI access eligibility.

The Contractor shall ensure that a complete security package, (SF-85, SF-85P, SF-86 and FD258 2 copies) are submitted to the Command Security Officer receiving the contracted services in order for the Security Officer to conduct a suitability review of the submitted investigative forms.

The Contractor FSO or security representative shall ensure that individuals assigned to the command are U.S. citizens and will ensure completion of the SF-85P or SF-86. The SF-85P or SF-86 along with the original signed release statements and two applicant fingerprint cards (FD 258) will be forwarded to the receiving command Security Manager at least one week prior to reporting for duty.

Personnel cannot be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior.

For contracts requiring a position of trust the Command Security Officer will submit the forms for a position of trust. For classified contracts the contractor FSO will submit the SF-86 to OPM for processing and eventual adjudication by DISCO.

The completed SF-85P or SF-86 will be reviewed by the receiving command Security Manager for completeness, accuracy and suitability prior to the submission. If the contractor appears suitable after the questionnaire has been reviewed, the request will be forwarded to OPM.

The completed SF-85P or SF-86 along with attachments will be forwarded to the Office of Personnel Management (OPM) who will conduct the NACI investigation or equivalent. All contract personnel will in-process with the receiving command Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure.

Please note: When processing a Questionnaire for National Security Positions, the applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official. The e-QIP software can be accessed at the Office of Personnel Management (OPM) website <http://www.opm.gov/e-qip/index.asp> or <http://www.dss.mil> the contractor shall provide the completed Questionnaire for Public Trust Positions, or Questionnaire for National Security Positions with the original signed release statements and two applicant fingerprint cards (FD 258) to the receiving command Security Manager for suitability determination. The receiving command Security Manager will review the form for completeness, accuracy and suitability issues, and forward to OPM as detailed on the OPM website. Applicants can obtain an SF-86 or SF-85P by visiting the Office of Personnel Management (OPM) website located at: <http://www.opm.gov/forms/html/sf.asp>. The responsibility for providing the fingerprint cards rests with the contractor.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the receiving command Security Manager for the determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information. Determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure. Security clearance requirements are defined in the DD-254 of the basic contract for those contracts that will require employees to handle classified information.

The FSO will ensure that the SAAR-N is forwarded to the receiving command Security Manager for receipt at least one week prior to the start date for the individual.

"ALL AUTHORIZED USERS OF DOD INFORMATION SYSTEMS SHALL RECEIVE INITIAL INFORMATION ASSURANCE IA ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT."

Pre-employment Clearance Action: Employees requiring access to classified information, upon reporting to their position, will be read into access by the local command security representative. A local classified material handling indoctrination will take place at that time.

The I-9 form lists acceptable forms of identification that can be provided to prove U.S. citizenship. Dual citizens are required to renounce their secondary citizenship in order to work for the U.S. government. Citizenship can be renounced by turning in the foreign national passport to a government security officer for destruction or to the originating embassy of the passport. Individuals should request a signed affidavit from their embassy recognizing the renouncing of their citizenship.

Acceptable Proof of Citizenship

a. For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a state or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 4 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- b. If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.
- c. A Passport, current or expired, is acceptable proof of citizenship.
- d. A Record of Military Processing-Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.
- e. If Citizenship is from the Island of Puerto Rico; see Puerto Rico Birth Certificates Law 191of 2009,at web site <http://www.prfaa.com/birthcertificates/>.
- f. If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence:
- (1) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.
 - (2) A Report of Birth Abroad of a Citizen of the United States of America
 - (3) A Certificate of Birth.

15.0 GOVERNMENT FURNISHED PROPERTY:

The government will provide adequate working space, all equipment (e.g., desk, chair, computer, printer, copier, telephone, etc.), utilities and janitorial services for the duration of this task order. Contractor personnel shall maintain the assigned space in a neat and orderly manner. Contractor personnel shall only use government-furnished facilities and equipment to accomplish the tasks required under this order. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. Contractor personnel shall not remove any government-furnished equipment or supplies from the worksite without the express written permission of the contracting officer.

The government will provide work space, equipment and tools needed to perform the specified services including:

- Furniture (Desk and storage)
- Computer (Desktop computer and monitor)
- Printer/Fax/Copy (access to shared multifunction device)
- Hand Tools
- Intra-building transportation (Utility vehicle)

16.0 CONTRACTOR FURNISHED MATERIAL/EQUIPMENT: None

17.0 PERSONNEL COMPLIANCE: The Contractor shall ensure that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the contractor shall comply with the more stringent or the directives or instructions.

18.0 SMOKING/DRUG/ALCOHOL POLICY: The Contractor shall comply with local command smoking policies and workforce requirements. The Contractor shall also comply with all Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP) as well as work force requirements and local command policies. Copies of both policies will be provided to the Contractor by the local command Administrative Officer (AO) at performance start date.

19.0 PERSONAL APPEARANCE: Contractor employees are the first contact that customers/personnel will have contact with and shall present a neat appearance. The contractor shall have an appropriate customer service demeanor. All contractor personnel shall observe and otherwise be subject to such security regulations in effect for the particular premises involved.

20.0 PERSONNEL CONDUCT: The selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel employed to perform tasks specified herein shall be the responsibility of the contractor. The contractor shall be responsible for the performance and conduct of contractor and subcontractor employees at all times. Personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

21.0 INTERACTION WITH OTHER ACTIVITIES:

21.1 Government Personnel: Government and contractor personnel will be working in common office areas. Contractor performance shall not interfere with Government work in the area where any service is being performed. In the event the contractor believes that Government and other contractor personnel are interfering with the performance of the tasks described in this PWS, the contractor shall notify the Contracting Officer Representative (COR) immediately. The contractor is obligated to continue performance of the effort described in this contract unless there is authorization from the Contracting Officer and/or COR to stop work. Failure by the contractor to notify the COR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.

21.2 Other Contractor Personnel: Other Government contractors may be performing required services in areas that interrelate with the requirements of this contract. The Government will facilitate initial contact between contractors performing other contracts and this contract. The contractor shall provide all further required coordination between other contractors for any task specified in this contract that relates to or impacts on any other contracted work.

22.0 DELIVERABLES: Management/Quality Control Plan: The contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. Offerors shall therefore prepare and submit a management/quality control plan. The final Government approved plan shall be submitted within five working days of contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating the major service area contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the contractor may conduct internal QC inspections. Results of any contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

23.0 GOVERNMENT MANAGEMENT OVERSITE: Government management will provide general instructions on limitations and deadlines. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy, and completeness. The Government reserves the right to require the Contractor to remove and replace any personnel who provide unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. NAVAL AIR TERMINAL will notify the Contractor in writing of the need to revoke any personnel. The Government must approve, in writing, personnel substitutions proposed by the Contractor at least 15 calendar days prior to the proposed substitution.

24.0 ACCESS AND CONTROL: Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials. Information regarding NCACS can be found under "Popular Links" at http://cnic.navy.mil/CNIC_HQ_Site/index.htm.

25.0 OTHER REQUIREMENTS:

- DOD Security Clearance Secret (or above)
- Valid State Driver's License (required to obtain flight line driver's license)
- CAC Eligible
- Contractor personnel will be required to complete mandatory government, DoD, Navy and command Information Assurance, security and safety training (as required).

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 5 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 6 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 (TOM) – 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.

5.0 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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 7 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 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.

QASP MATRIX

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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 8 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 9 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

8000 9/18/2015 - 9/17/2016

CLIN - DELIVERIES OR PERFORMANCE

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

8000 9/18/2015 - 9/17/2016

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

8001 9/18/2016 - 9/17/2017

8002 9/18/2017 - 9/17/2018

8003 9/18/2018 - 9/17/2019

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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 10 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative:
Alan Crouch

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).
2 in 1

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	
Ship To Code	

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 11 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N61463
Accept at Other DoDAAC	
LPO DoDAAC	N61463
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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.")

alan.crouch@airtermnorva.navy.mil 757-445-1149

(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)

**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: Cathy Purvis
Address: NAVSUP Fleet Logistics Center Norfolk 1968 Gilbert Street, Suite 600
Norfolk, VA 23511
757-443-1352

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-----

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 12 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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: DFAS Cleveland

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: Alan Crouch
 Naval Air Terminal Norfolk
 757-445-1149
alan.crouch@airtermnorva.navy.mil

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:

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:

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 13 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

- 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 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.

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 14 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 that inefficient or wasteful methods are 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:

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 15 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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 the. 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 NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 16 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract completion.

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

(4) 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 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	N4562715RC014FN	55027.20
LLA :		
AA 1751804 52FA 251 00052 0 068732 2D C014FN 456275RDAABQ		

BASE Funding 55027.20
Cumulative Funding 55027.20

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 17 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 18 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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.

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 19 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 20 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.--

(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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 21 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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 NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 22 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

(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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 23 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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) 52.222-40, 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.

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 24 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 25 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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)

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 26 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 27 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 28 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

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

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 29 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

· **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.

To be considered for a favorable trustworthiness determination, the Contractor's Security

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 30 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 31 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 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-OO0005) (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)**

CONTRACT NO. N00178-10-D-6199	DELIVERY ORDER NO. FK02	AMENDMENT/MODIFICATION NO. 01	PAGE 32 of 32	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

DD 254

Contractor Discrepancy Report (CDR)

Past Performance Form