

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-8038		2. DELIVERY ORDER NO. FK01		3. EFFECTIVE DATE 2015 Oct 17		4. PURCH REQUEST NO. N6019116RC0019B		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Candace G Reid/200 757-443-1347			CODE N00189		7. ADMINISTERED BY DCMA ST. PETERSBURG 830 Central Avenue, Suite 400 ST. PETERSBURG FL 33701			CODE S1109A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Tek Source USA, Inc. 8402 Laurel Fair Circle, Suite 209 Tampa FL 33610-7326			CODE 4AQC3		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED X WOMEN-OWNED		
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Tek Source USA, Inc.			Tek Source USA, Inc.			GBS Prime Contractor					
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$279,598.56	
				BY: /s/Catherine T Purvis				10/14/2015 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
<input type="checkbox"/>	INSPECTED	<input type="checkbox"/>	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
FINAL											
f. TELEPHONE		g. E-MAIL ADDRESS			31. PAYMENT COMPLETE		34. CHECK NUMBER				
					PARTIAL		35. BILL OF LADING NO.				
					FULL						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	Program Analysts IAW the PWS (O&MN,N)	12.0	MO		
8001	R499	Program Analysts IAW the PWS (O&MN,N)	12.0	MO		
		Option				
8002	R499	Program Analysts IAW the PWS (O&MN,N)	12.0	MO		
		Option				
8003	R499	Program Analysts IAW the PWS (O&MN,N)	12.0	MO		
		Option				

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR ACOUSTICAL ENCLOSURE (“HUSH HOUSE”) PROGRAM SUPPORT, NAVAL AIR STATION OCEANA, VIRGINIA BEACH, VA 23461

1.0 SCOPE: Naval Air Station Oceana requires contractor support to operate its “Hush House” program. The purpose of this order is to provide the necessary level of professional and technical support required, satisfying the overall operational objectives of NAS Oceana. Naval Air Station Oceana strives to control jet noise levels in the heavily populated community that surrounds the air station. The “Hush House,” a heavily insulated hangar used for testing F/A-18 Hornets, is part of the ongoing effort to achieve those goals.

2.0 APPLICABLE DIRECTIVES:

- Naval Air Station Oceana Instruction 11130.1N, High Power Instruction
- NAVAIR 17-1-537, Aircraft Handling and Securing Equipment
- And ufc-4-212-O 1n, UNIFIED FACILITIES CRITERIA (UFC) NAVY ENGINE TEST CELLS.
- 29 CFR 1910.1200, Code of Federal Regulations

2.1 ACRONYMS AND ABBREVIATIONS:

- HUSH HOUSE Aircraft Acoustical Enclosure
- FOD Foreign Object Damage
- HAZMAT Hazardous Material
- MSDS Material Safety Data Sheets
- CRIMP Consolidated Hazardous Material Reutilization and Inventory Management Program
- HICS Hazardous Material Inventory Control System

3.0 REQUIREMENTS: The contractor shall serve as the Facility Acoustical Enclosure (Hush House) off shift safety observer, off-shift trainer and safety observer and secondary as the night check supervisor for the Corrosion Hangar with the overall responsibility for observing personnel utilizing the acoustical enclosure.

TASK 1: PROVIDE OFF SHIFT SAFETY OBSERVER SUPPORT SERVICES: The contractor shall serve as the Facility Acoustical Enclosure (Hush House) off shift safety observer with overall responsibility for observing personnel utilizing the acoustical enclosure. Additionally, the contractor shall:

- Maintain and modify aircraft turn request. Schedule and record squadron’s utilization of the acoustical enclosure and high power turn spots.
- Responsible for the monitoring and operation of facility’s various types of physical plant equipment. Including assisting in re-certification of the deck fittings for the Acoustical Enclosure and the high power turn spots.
- Apply a broad-based knowledge of maintenance procedures, policies and requirements to the operation of the acoustical enclosure.
- Support all facility functions, including Foreign Object Damage (FOD), facility training, scheduling and monitoring all building maintenance, repair, calibration, safety observing, physical security, environmental compliance.
- In case of HAZMAT spill, conduct spill cleanup, complete and maintain reports and dispose of HAZMAT in accordance with Federal, State, and local laws.
- Interpret Material Safety Data Sheets (MSDS's) and provide hazard-specific training IAW 29 CFR 1910.1200, OSHA's hazard communication standard
- Ensure and participate in FOD walk down, safety, security, key control, fire protection (To include fire bottle inspection), and facility evacuations are accomplished as required. Conducts facility safety and physical security inspections and tests.
- Enforce regulations, restricted areas and policies, while following directives pertaining to the facility. Completes light janitorial requirements to maintain cleanliness of areas.
- Inspect facilities equipment to determine state of repair for immediate and long-range maintenance and calibration requirements.
- Assist in the preparation of rough work requests, purchase orders, project specification, local purchase agreements and maintenance contracts to meet facility needs.

TASK 2: PROVIDE OFF-SHIFT SAFETY AND TRAINING SERVICES: The contractor shall serve as the Facility Acoustical Enclosure (Hush House) off-shift trainer and safety observer with overall responsibility for training and shift supervision of safety observers and personnel utilizing the acoustical enclosure. Additionally the contractor shall:

- Provide facility training for squadron personnel in its proper use. Schedule and record squadron and facility personnel training for the overall acoustical enclosure and high power turn spots.

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- Support long and short-term maintenance schedules, while assuring proper utilization of the acoustical enclosure by squadron personnel and civilians to perform aircraft high power maintenance turns.
- Responsible for the monitoring and operation of facility's various types of physical plant equipment. Including assisting in re-certification of the deck fittings for the Acoustical Enclosure and the high power turn spots.
- Support all facility functions, including Foreign Object Damage (FOD), facility training, scheduling and monitoring all building maintenance, repair, calibration, safety observing, physical security, environmental compliance.
- In case of HAZMAT spill, conduct spill cleanup, complete and maintain reports and dispose of HAZMAT in accordance with Federal, State, and local laws.
- Interpret Material Safety Data Sheets (MSDS's) and provide hazard-specific training iaw 29 CFR 1910.1200, OSHA's hazard communication standard
- Conduct and participate in FOD walk down, safety, security, key control, fire protection (to include fire bottle inspection), and facility evacuations are accomplished as required. Conducts facility safety and physical security inspections and tests.
- Enforce regulations, restricted areas and policies, while following directives pertaining to the facility. Comply with a key control program, light janitorial requirements to maintain cleanliness of areas.
- Inspect facilities equipment to determine state of repair for immediate and long-range maintenance and calibration requirements.
- Prepare rough work requests, purchase orders, project specification, local purchase agreements and maintenance contracts to meet facility needs.
- Apply knowledge of Volatile Organic Content (VOC) and Hazardous Air Pollutants (HAP) record keeping requirements and documenting to comply with Federal, State, and local laws.

TASK 3: PROVIDE OFF SHIFT SAFETY OBSERVER SUPPORT SERVICES (FLOATER): Facility Manager I (Floater) The contractor shall serve primarily as the Facility Acoustical Enclosure Hush House off-shift safety observer and secondary as the night check supervisor for the Corrosion Hangar with overall responsibility for observing personnel utilizing the acoustical enclosure and corrosion hangars. Additionally, the contractor shall:

- Maintain and modify aircraft turn and paint requests. Schedule and record squadron's utilization of the facilities.
- Responsible for the monitoring and operation of facility's various types of physical plant equipment. Utilize computers to monitor air handlers, including assisting in re-certification of the deck fittings for the Acoustical Enclosure and the high power turn spots.
- In case of HAZMAT spill, conduct spill cleanup, complete and maintain reports and dispose of HAZMAT in accordance with Federal, State, and local laws.
- Interpret Material Safety Data Sheets (MSDS's) and provide hazard-specific training iaw 29 CFR 1910.1200, OSHA's hazard communication standard
- Ensure and participate in FOD walk down, safety, security, key control, fire protection (To include fire bottle inspection), and facility evacuations are accomplished as required. Conducts facility safety and physical security inspections and tests.
- Enforce regulations, restricted areas and policies, while following directives pertaining to the facility. Completes light janitorial requirements to maintain cleanliness of areas.
- Enforce regulations, restricted areas and policies, while following directives pertaining to the facility. Completes light janitorial requirements to maintain cleanliness of areas.
- Inspect facilities equipment to determine state of repair for immediate and long-range maintenance and calibration requirements.
- Assist in the preparation of rough work requests, purchase orders, project specification, local purchase agreements and maintenance contracts to meet facility needs.

4.0 WORKLOAD DATA:

- OFF SHIFT SAFETY OBSERVER SUPPORT:** Provide an average of 4,000 off shift safety observer support functions annually at an average of 80 per week at an average of 8 per day. Estimated time to complete one (1) support action is one hour.
- OFF-SHIFT SAFETY AND TRAINING SERVICES:** Provide an average of 4,000 off shift safety and training functions annually at an average of 120 per week at an average of 8 per day. Estimated time to complete one (1) support action is one hour.
- OFF SHIFT SAFETY OBSERVER SUPPORT SERVICES (FLOATER):** Provide an average of 4,000 off shift floater safety observer functions annually at an average of 40 per week at an average of 8 per day. Estimated time to complete one (1) support action is one hour

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5.0 SKILLS AND KNOWLEDGE REQUIRED FOR THE POSITION:

Required skills for Task 1 are:

- General Experience: Requirements include a working knowledge in aircraft mechanical maintenance and training with a working knowledge of computers. The contractor must demonstrate the ability to interpret and trouble shoot acoustical enclosure monitoring control system and have a working knowledge of the Military rating structure, abbreviations and occupational codes in addition to effectively communicate with military maintenance managers and operators regardless of position or rank.

- Specialized Experience: Posses a minimum of 10 years of off shift safety observing support experience, and possess an extensive working knowledge of the Naval Aviation Maintenance Programs, Department of Transportation and Environmental Protection Agency regulations. The contractor shall be able to interpret Material Safety Data Sheets (MSDS's), and provide hazard-specific training law 29 CFR 1910.1200, OSHA's hazard communication standard. Contractor must also be familiar with the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP) and the Hazardous Material Inventory Control System (HICS).

Required skills for Task 2 are:

- General Experience: Requirements include strong background in aircraft mechanical maintenance and training with a working knowledge of computers. The contractor shall be able to demonstrate the ability to interpret and trouble shoot acoustical enclosure monitoring control system and have a strong working knowledge of the Military rating structure, abbreviations and occupational codes in addition to effectively communicate with military maintenance managers and operators regardless of position or rank.

- Specialized Experience: Possess a minimum of 3 – 6 years of off shift safety and training services experience and an in depth knowledge of the Naval Aviation Maintenance Programs, Department of Transportation and Environmental Protection Agency regulations. A thorough knowledge of the Foreign Object Damage (FOD) program, Tool Control Program and responsibilities as it is outlined in the OPNAVINST 4790.2 series. The contractor shall be able to interpret Material Safety Data Sheets (MSDS's), and provide hazard-specific training law 29 CFR 1910.1200, OSHA's hazard communication standard. Contractor must also be very familiar with the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP) and the Hazardous Material Inventory Control System (HICS).

Required skills for Task 3 are:

- General Experience: Requirements include a working knowledge in mechanical maintenance with a working knowledge of computers. The contractor shall be able to demonstrate the ability to interpret and trouble shoot air handlers and acoustical enclosure monitoring control system. The contractor shall possess a broad-based knowledge of aircraft maintenance procedures, policies and requirements to the operation of the acoustical enclosure and corrosion hangar. The contractor shall have a working knowledge of the Military rating structure, abbreviations and occupational codes and be able to effectively communicate with military maintenance managers and operators regardless of position or rank.

- Specialized Experience: Possess a minimum of 11 years of off shift safety observer support services experience and an in-depth knowledge of the Naval Aviation Maintenance Programs, Department of Transportation and Environmental Protection Agency regulations and a thorough knowledge of the Foreign Object Damage (FOD), Tool Control Program, corrosion control and responsibilities as it is outlined in the OPNAVINST 4790.2 series. The contractor shall be able to interpret Material Safety Data Sheets (MSDS's), and provide hazard-specific training law 29 CFR 1910.1200, OSHA's hazard communication standard. The contractor shall also be familiar with the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP) and the Hazardous Material Inventory Control System (HICS) in addition to possessing an in depth knowledge Naval Aviation Maintenance Programs, Department of Transportation and Environmental Protection Agency regulations

6.0 PERIOD OF PERFORMANCE: BASE YEAR:

17 October 2015 – 16 October 2016

7.0 WORK HOURS:

The basic hours of performance will be 8-hour shifts, to achieve 24-hour coverage Monday through Friday: 0700-1530, 1500-2330, and 2300-0730, each of which includes a ½ hour unpaid meal break. Employees will be required to work approximately every 6th Sunday, as assigned by the Supervisor's schedule. The employee working that Sunday will be required to take another day off within that same pay period to compensate for time worked on Sunday, limiting that two-week period to 80 hours. Weekend staff will be subject to periodic Saturday call-in hours when necessary (employees will carry a pager for Saturdays). Only the hours that an employee is actually called in will be compensated for in the same manner described above for Sunday time.

8.0 PLACE OF PERFORMANCE:

The place of performance is Bldg. 1116, Naval Air Station Oceana, Virginia Beach, VA, 23461.

9.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Work is generally performed in an aircraft hangar.

10.0 CONTRACT SECURITY REQUIREMENT

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

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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

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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.

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 191 of 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.

11.0 GOVERNMENT PROPERTY FURNISHED: The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires contractor personnel to be located on a Government site or installation where the use of Government-provided office space and equipment, e.g., chairs, telephones, and computers, is standard practice will be made available and used by contractor personnel. The contractor shall maintain the assigned office space(s) in a neat and orderly manner. Contractor shall only use Government provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. Contractor shall not remove any Government provided items from the worksite without the express written permission of the Contracting Officer's Representative or his/her designated representative.

12.0 CONTRACTOR FURNISHED MATERIAL/EQUIPMENT: None.

13.0 TRAVEL AND PER DIEM: None.

14.0 DELIVERABLES:

14.1 Management/Quality Control Plan (QCP): 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 each of the major service areas contained in the PWS,

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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 SOW. 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.

14.2 Safety and Health Plan: The Contractor shall develop and implement a comprehensive safety program for the protection of its employees. The program shall comply with Navy Occupational Safety and Health Program requirements, OPNAVINST 5102.1C, Mishap Investigation and Reporting, and applicable Federal, State and local safety and health standards. The Contractor's Safety and Health Plan shall at a minimum include the following:

- **Standards and Codes** – Identification of and provisions for compliance with applicable safety regulations and guidelines
- **Occupational Safety and Health (OSH) Inspections** – Provisions for granting access without delay and at reasonable times to OSH officials for inspections; the Contractor shall be subject to enforcement authority by Federal, State and local safety and health officials.
- **Environmental Requirements** – Provisions for compliance with OPNAVINST 5090.1B, Environmental and Natural Resources Program, as well as Federal, State, and local laws and regulations; the Contractor shall conduct all tasks IAW applicable regulations and guidelines

5237.102(90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [Norfolk Naval Base, Norfolk, VA] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

15.0 GOVERNMENT MANAGEMENT OVERSIGHT: 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. ISSOT will notify the Contractor in writing of the need to remove any personnel. The Government must approve, in writing, personnel substitutions proposed by the Contractor at least 15 calendar days prior to the proposed substitution. Any proposed substitute must equal or exceed the qualifications of the individual being replaced.

16.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE:

The Contracting Officer's Technical Assistants under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination) are the:

- | | | |
|------|---------------------------------------|--|
| 16.1 | Customer POC:
Telephone:
Email: | Lawrence Collier
(757) 433-3932
lawrence.collier2@navy.mil |
| 16.2 | COR: | James Easterbrooks
(757) 433-2525
james.easterbrooks@navy.mil |

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Quality Assurance Surveillance Plan (QASP)

1.0 PURPOSE

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

2.0 AUTHORITY

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

3.0 SCOPE

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

4.0 RESPONSIBILITIES

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

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

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

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documentation file.

• **Random Checks/Inspections on Completion of Workload Taskings –**

Random checks will be conducted to ensure compliance with the requirements. These checks may consist of telephone calls to personnel working for the Contractor, Federal Sales Representative, Director for Administration, Human Resource Office, and Manpower Department. TOM will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

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

7.0 DOCUMENTATION

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

- Copies of letters of appointment for the TOM
- A copy of the contract and all modifications
- A copy of the QASP and all subsequent revisions
- The names and titles of individuals on the contract administration team
- A record of all accepted receiving reports, required documentation with the submission of each receiving report, and reviews and verifications of ITJs.
- Memoranda for the record or minutes of any pre-performance meetings or conferences.
- Memoranda for the record or minutes of any meetings or discussions with the contractor, or others, pertaining to the contract or contract performance or changes to
- 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	Assessment by the TOM/Customer Surveys	Annual	All performance factors rated Satisfactory (or higher)	TOM reporting to Contractor Performance and Assessment

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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 Performance				Reporting System (CPARS)
Monthly Status Report	Monthly status reports are submitted by the 10th day of each month. Reports provide any issues and concerns that need to be resolved, travel and ODC information provided as contained in the PWS.	Review by the TOM	Monthly	>95% accuracy	FAR Clause 52.212-4

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000 10/17/2015 - 10/16/2016

CLIN - DELIVERIES OR PERFORMANCE

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

8000 10/17/2015 - 10/16/2016

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

8001 10/17/2016 - 10/16/2017

8002 10/17/2017 - 10/16/2018

8003 10/17/2018 - 10/16/2019

Services to be performed hereunder will be provided at Bldg. 1116, Naval Air Station Oceana, Virginia Beach, VA, 23461

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
James Easterbrooks
757-433-2525

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

Government Location

(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

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Inspect By DoDAAC	
Ship To Code	
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 e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

James.easterbrooks@navy.mil 757-433-2525

Stephen.rushley@navy.mil 757-444-0040

(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.

N/A

(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.

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Name: SAME AS ABOVE
Address-----

Phone-----

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

Name: N/A
Address: -----

Phone: -----

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

Name: TBD at Time of Award
Address: -----

Phone: -----

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

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

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

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

TOM Name: James Easterbrooks
757-433-2525

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

ATOM Name: N/A

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

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

7. ORDERING OFFICER is responsible for:

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

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

- a. Type of order issued is limited by this contract to -----pricing arrangements;
- b. No order shall be placed in excess of ----- \$ without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of ----- \$ Name: N/A Address: Phone:
(End of text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

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

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

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

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

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

a. Technical

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

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

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance an performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The TOM shall monitor contractor performance to see 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: 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.

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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 completion.

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

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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	N6019116RC0019B	
LLA :		
AA 1761804 52FA 254 00052 0 068732 2D C0019B 601916AO407Q		

BASE Funding
Cumulative Funding 279598.56

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purpose of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE,

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO

ELIGIBLE 8(A) CONCERNS, AND 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small concern, a small business concern certified by the SBA for participation in the SBAs

8(a) program, or a service disabled veteranowned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.222-55 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)

252.204-7011 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.

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

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

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

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

(g) Invoice.

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

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

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

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

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

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

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

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

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

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

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

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

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or

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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 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).

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(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 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

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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 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.

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(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.

(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)).

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(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 QUOTATION OR OTHER BASIS FOR MARKET PRICE, THE BASE AMOUNT, AND APPLICABLE DISCOUNTS. IN ADDITION, DESCRIBE THE NATURE OF THE MARKET;

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(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)

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

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TO THE CONTRACTOR WITHIN 1 DAYS; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 1 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 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.

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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 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

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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)**
- 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)

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throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy

Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at

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

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM).

Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over

the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT

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

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

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

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

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

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

SF-85 Questionnaire for Non-Sensitive Positions

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

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

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

252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements

—Representation (DEVIATION 2015-O0010) (FEB 2015)

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

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

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

(End of provision)

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

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

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

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(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)**

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SECTION J LIST OF ATTACHMENTS

Past Performance Report Form

Contractor Discrepancy Report

SCA Wage Determination