

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-8038		2. DELIVERY ORDER NO. NW01		3. EFFECTIVE DATE 2015 Jun 02		4. PURCH REQUEST NO. N5702515RC057CG		5. PRIORITY Unrated	
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 Adrian A Porras/240 619-556-9458			CODE N00244	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 <i>(Date)</i> See Schedule		11. X IF BUSINESS IS	<input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED	
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	<input checked="" type="checkbox"/>	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		
				BY: /s/Juana M Perez			26. DIFFERENCES		
							06/02/2015	CONTRACTING/ORDERING OFFICER	
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED	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	
f. TELEPHONE				g. E-MAIL ADDRESS		FINAL			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							
		PARTIAL		FULL				35. BILL OF LADING NO.	
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	CNAP FLAG OFFICE SUPPORT SERVICES (O&MN,N)	12.0	MO		

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

COMMANDER NAVAL AIR FORCE US PACIFIC FLEET (COMNAVAIRPAC/CNAP)

FLAG SECRETARY OFFICE SUPPORT SERVICES

PERFORMANCE WORK STATEMENT (PWS)

1.0 INTRODUCTION

This Performance Work Statement (PWS) provides for office support services to Commander Naval Air Force U. S. Pacific Fleet (COMNAVAIRPAC/CNAP) Flag Secretary Office in San Diego, California.

2.0 BACKGROUND

The Flag Secretary Office coordinates the administrative activities of the CNAP Staff as well as the management and oversight of CNAP headquarters facilities. This office is the primary focal point/liaison with Navy Public Works in the maintenance and upkeep of CNAP buildings. The office is also responsible for the oversight and coordination of official CNAP Command events.

3.0 SCOPE

The objective of this effort is to obtain the requisite level of expertise for performance of the tasks defined in the Section 4 of this PWS. The Contractor shall provide qualified and experienced personnel capable of providing the services described herein.

4.0 PERFORMANCE REQUIREMENTS

The Contractor shall perform the following tasks in accomplishing the requirements of this effort. The Contractor shall provide the necessary timely assistance to meet emergent requirements as requested by properly designated authority. The Contractor shall be required to provide facility liaison for CNAP with Navy Public Works Center (PWC) and provide engraving/graphic design support in the following typical tasks, which are representative but not all-inclusive of the support required in this area.

4.1.1 The Contractor shall coordinate and/or perform minor general maintenance to include but not be limited to the repair and/or replacement and hanging and/or installation of light bulbs and fixtures.

4.1.2 The Contractor shall provide support services to include setup/breakdown of equipment and facilities used for CNAP official events held at Quarters A, Sea Cabin, or CNAP Headquarters Building 8 and reserve vehicles through the Public Works Department as requested by the Flag Secretary Office. The schedule of official events is provided in Table 1 of this PWS.

4.1.3 The contractor shall issue, setup, and break down ceremonial gear in support of all official formal CNAP staff functions and ceremonies as required by the Flag Secretary or Protocol

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Officers. The contractor shall obtain and coordinate approval for use of ceremonial gear with CNAP prior to issue and setup.

4.1.4 The contractor shall submit trouble calls through the Public Works Department for all 13 buildings that are under the cognizance of COMNAVAIRPAC Flag Secretary. These trouble calls will include but are not limited to locksmith, landscaping, electrical, plumbing, carpentry, pest control, sanitation issues, recycling, and hazardous material and waste disposal.

4.1.5 The contractor shall maintain safety requirements in accordance with Naval Base Coronado Fire Marshall directives by performing quarterly and semi-annual review/inspections of fire extinguishers and heat producing devices to ensure requisite permits are obtained and properly displayed.

4.1.6 The contractor shall maintain custodial control of 13 Government vehicles used by CNAP staff personnel. The contractor shall maintain a database identifying tag number of vehicles assigned to the command, the responsible department, and the mileage.

4.1.7 The contractor shall prepare complete sets of drawings, which include multiple views, detail drawings, and assembly drawings. Drawings are required for CNAP official ceremonies and programs such as Change of Command Programs, Battle of Midway Ceremony, Retirement Programs, Retired Aviation Flag Officers Symposium, Prospective Commanding Officer and Executive Officer Conferences, Commanders Conferences, Award Ceremonies, Heritage Months Flyers, Combined Federal Campaign (CFC)/Navy Relief Campaigns Posters and other events as required by the COMNAVAIRPAC Flag Secretary or protocol offices. The Contractor will work from sketches, models, and verbal information supplied by designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. The Contractor selects required information from precedents, manufacturers' catalogs, and technical guides. The Contractor will expedite engraving requests exclusively for CNAP staff.

5.0 DELIVERABLES

Management/Quality Control Plan (QCP): The Contractor shall ensure quality service is maintained to perform services throughout the life of this effort and methods for improving the overall quality. Offerors shall prepare and submit a management/quality control plan. The final Government approved plan shall be submitted within five (5) working days of the start date of this effort. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day-to-day operations. As part of the management/QCP, the Contractor may conduct internal QCP 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 effort. The Government may periodically require the Contractor to update the management/QCP to ensure quality service is maintained throughout the life of this effort.

6.0 CONTRACTOR PERSONNEL REQUIREMENTS

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6.1 General: The Contractor shall provide an adequate number of qualified personnel to ensure satisfactory performance of the services required herein.

6.1.1 Proof of Citizenship: No employee or representative of the Contractor shall be admitted to the site of work unless satisfactory proof of citizenship is furnished or, if the individual is not a U.S. citizen, legal residency and authorization to work within the United States is confirmed. The Contractor shall maintain Immigration and Naturalization Service certifications (Form I-9) for applicable personnel.

6.1.2 Valid California Driver's License: Support of this effort may require the contractor to drive government vehicle(s) for pickup and/or delivery of items from local warehouses on base.

6.1.2 Literacy: All Contractor employees shall communicate in the English with sufficient degree of fluency to understand and be understood language (i.e., read, write, speak, and comprehend).

6.1.3 Conduct: Contractor employees shall conduct themselves in a proper, efficient, courteous, and business-like manner. Employee dress and appearance shall be neat and comply with applicable safety and health directives. The Government reserves the right to search Contractor and Contractor's subcontractor employees, their belongings, vehicles and work areas in accordance with 50 USC 795.

6.1.4 Removal of employees: The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer's Representative (COR) to be contrary to the public interest or inconsistent with the best interests of national security.

6.1.5 Conflict of Interest: The Contractor may not employ for work any person whose employment would result in a conflict of interest under the Procurement Integrity Act or other laws or regulations.

6.2 PERSONNEL QUALIFICATIONS, KNOWLEDGE/SKILLS DESIRED

6.2.1 Education Required: High School Diploma

6.2.2 Contractor personnel must be able to communicate effectively with all levels of military and Government civilian personnel

6.2.3 Contractor personnel must have ability to manage multiple tasks at one time, coordinate with other personnel within the command, develop strategies to optimize task performance ensuring efficiency, and achieve a high level of customer satisfaction

6.2.4 Contractor personnel must have specialized experience equivalent to that of three (3) years in field of help-desk services working with various levels of Navy/Department of Defense (DoD) personnel, practical skill and knowledge (but not proficiency) in such trades as painting and carpentry, and prior work experience in engraving/graphics design that demonstrates proficiency with the following software programs/packages:

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- (a) Microsoft Project
- (b) Adobe Photoshop CS
- (c) Corel Draw Suite 12
- (d) Studio 9
- (e) Adobe Indesign CS
- (f) Adobe Illustrator CS

6.2.5 Contractor personnel must be able to read building plans and blueprints

6.2.6 Contractor personnel must have a valid driver's license

7.0 SECURITY

7.1 The Contractor shall have access to Government data for the accomplishment of work under the anticipated agreement. Contractor will be required to have access to the Navy Marine Corps Intranet (NMCI) in support of this PWS, requiring issuance of a Common Access Card (CAC) by the Government.

7.1.1 Contractor personnel with access to NMCI must comply with current DoD mandated Information Technology (IT) training requirements. The current training requirements are:

COURSE TITLE	PERIODICITY	Provided
DOD Cyber Awareness Challenge V2 (DOD-IAA-V12.0)	Annual	Navy Knowledge Online, https://wwwa.nko.navy.mil/
Privacy and Personally Identifiable Information (PII) Awareness Training (DOD-PII-2.0)	Annual	Navy Knowledge Online, https://wwwa.nko.navy.mil/
Records Management in the DON: Everyone's Responsibility (DOR-RM-010-1.1)	Annual	Navy Knowledge Online, https://wwwa.nko.navy.mil/

7.2 Contractor personnel providing support to this requirement must have a "Secret" security clearance. The Government will provide Form DD254 to cover the classified requirements under the anticipated agreement.

7.2.1 Contractor personnel working under the anticipated agreement will require access to secure work spaces and building and must be eligible to obtain and/or have a "Secret" security clearance. The Contractor Facility Security Officer (FSO) is responsible for processing investigations for clearance eligibility on all assigned contractor employees. Contractor employees with temporary (interim) access will not be issued a Contractor Access Card (CAC) until proof of a favorable return of fingerprints or the investigation is completed and a final clearance determination is rendered.

7.2.2 The contractor FSO will enter the contractor employee in the Joint Personnel Adjudication System (JPAS) and submit a visit request to JPAS SMO (Code N570254). The Contractor FSO must also submit a Visit Authorization Letter (VAL). The VAL is required to validate the

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Contractor's employment for CAC issuance. The JPAS visit request and VAL must be provided prior to the contractor reporting to the command for the contracted assignment. The VAL must be sent via encrypted or password protected e-mail to the COMNAVAIRPAC Security Manager and the COMNAVAIRPAC Trusted Agent Sponsorship System Trusted Agent (TASS TA) listed below and will include the following information:

- a. Contractor's company name, address, telephone number, assigned CAGE code, certification of security clearance level (of facility), purchase order number, and expiration date.
- b. Government Sponsor
- c. Name, date and place of birth, and citizenship of the employee(s)
- d. Contractor employee(s) e-mail address (for CAC issuance)
- e. Certification of the employees' personnel security clearance (type of clearance, date clearance granted, type of investigation, and date investigation completed) and any special access authorizations required for the visit
- f. Purpose of Visit

7.2.3 Once the Contractor employee has been properly vetted an application for a Contractor's access card (CAC) will be initiated by a DoD Trusted Agent (TA) via TASS. The CAC will be used to gain physical access to DoD installations and logical access to DoD information assurance resources. When the CAC is no longer required, the Contractor or Program Manager will recover the CAC from the Contractor employee and return the CAC to the CNAP DoD TASS Trusted Agent (TA) or sponsor.

7.2.4 The Contractor shall comply with all applicable DoD security regulations, policies, and procedures during the performance of this effort. The Contractor shall not disclose and must safeguard all classified information, procurement sensitive information, computer systems (hardware) and data, Privacy Act data, sensitive but unclassified information, and all other government work obtained or generated in the performance of this effort. Contractor personnel that are onsite will participate in all Government activity security awareness training. The Contractor FSO shall refer to and follow the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22-M and applicable Government security policies for security guidance.

- a. DoD 5200.1R Information Security Program
- b. DoD 5200.2-R Personnel Security Program

7.2.5 The COMNAVAIRPAC Security Manager is Mr. Chris Bruebaker; E-mail: Christopher.Bruebaker@navy.mil; telephone: (619) 767-1534

7.2.5.1 The COMNAVAIRPAC Trusted Agent is YNC Lakeitha Snow;

E-mail address: Lakeitha.Snow@navy.mil; telephone: (619) 545-4393

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7.2.6 The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor.

7.3 Contractor personnel will be required to complete, sign, and date CNAP Security Indoctrination brief provided by CNAF Industrial Security manager at time of check-in with the Command.

7.4 The Contractor shall comply with all applicable security requirements, abide by direction given by military police or other security personnel, and adhere to base/installation traffic laws.

7.5 The Trustworthiness clause is applicable to this effort. Contract security requirements are defined in Form DD254, Contract Security Classification Specification. All information or data developed under this effort belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this effort. The Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, Privacy Act data, and government personnel work products, which are obtained or generated in the performance of this effort.

8.0 CNAP GUIDELINES FOR CONTRACTOR

8.1 When performing the tasks associated with this PWS using e-mail, phone calls, meetings, in public or otherwise, Contractor personnel will make clear to all individuals they deal with that they are Contractor employees and not DoD employees.

8.1.1 Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel in accordance with (IAW) Defense Federal Acquisition Regulations Supplement (DFARS) Part 211.106. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

8.2 Contractor personnel will not make any commitment to non-DoD personnel, including a foreign official, which commits the expenditure of U. S. Government resources.

8.3 Contractor employees performing services shall be required to comply with all local base/installation rules and regulations applicable to the conduct, safety, security, and procedures governing site entry and exit.

8.4 All personnel performing work under this PWS shall be fully trained in the areas to which they are assigned. Personnel shall arrive on site ready and able to perform all specified tasks. The Government will not provide substantial instruction or on-the-job training for personnel not directly employed by the Government.

9.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide on-site government facilities, adequate working space, and all necessary equipment/supplies to perform the tasks required in Section 4.0. The contractor shall maintain the space in a neat and orderly manner. Personal or company use of telephones, utilities, computers, printers, copiers, or other equipment not directly related to required services is strictly prohibited. The contractor shall not remove any government furnished equipment or supplies from the worksite without expressed written permission of the Contracting Officer.

10.0 HOURS OF OPERATION

10.1 Work shall be full-time during the Government's regular business hours, which are Monday through Friday between the hours of 730 AM and 400 PM, except federal holidays. The Contractor is not required to provide services on federal holidays. The federal holidays are Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, and Labor Day.

10.2 Contractor support of this effort may require services outside normal working hours/work days in support of formal CNAP-sponsored official events. Table 1 provides a schedule of CNAP sponsored official events which may result in overtime. If overtime is required, it will be addressed at the time of the requirement in accordance with FAR 22.103.

Table 1 - Schedule of CNAP-sponsored Official Events	
MONTH	EVENT
JUNE	11-STAR Battle of Midway Commemoration
JULY	Fleet Week Reception
SEPTEMBER	PCO/XO Reception
OCTOBER	Speedfest
	CNAP 05 Training Symposium
DECEMBER	11-STAR Holiday Reception
JANUARY	PCO/XO Reception
FEBRUARY	Sailor of the Year Program Luncheon/Reception
	Retired Aviation Flag Officer Symposium ¹
MARCH	CNAP 06 Training Symposium
MAY	PCO/XO Reception
	Aviation Flag Officer Training Symposium
¹ Retired Aviation Officer Symposium is sponsored by CNAP odd-years only, i.e., 2015, 2017, 2019, etc.	

11.0 PLACE OF PERFORMANCE

11.1 Place of Performance: Work will be performed on Government Site, located at COMNAVAIRPAC, Naval Air Station North Island, Coronado, California.

12.0 COMNAVAIRPAC POINTS OF CONTACT

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12.1 Primary TPOC: LCDR Christopher Verdell, (619) 545-1861; E-mail: Christopher.Bruebaker@navy.mil; telephone: (619) 767-1534

12.2 Alternate TPOC: YNC Lakeitha Snow; E-mail address: Lakeitha.Snow@navy.mil; telephone: (619) 545-4393

12.2 Business Office/Wide Area Work Flow TPOC: Catherine Crep, E-mail: Catherine.Crep@navy.mil; (619) 545-5171

13.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Section 4.0 of this PWS specifies the tasks to be performed. In accordance with the Contract Administration Plan, the TPOC will measure and evaluate the Contractor's performance based upon the terms provided in Table 2 below.

Performance Objective	Performance Standards	Acceptable Level of Quality	Monitoring Method	Incentive
Quality of Service	Meets contract technical requirements at least 95% of the time.	Fulfills contract technical requirements, was proactive in response and improved methods at least 90% of the time.	Review of task and contract deliverables, monitoring of employees.	Excellent performance rating if technical requirements met 95% of the time. Marginal to Unsatisfactory performance rating if requirements met less than 85% of the time or less.
Schedule	Meets schedule requirements at least 95% of the time.	Meets schedule requirements at least 90 % of the time.	Evaluation of products submitted according to contractual or agreed schedule	Excellent performance rating if technical requirements met 95% of the time. Marginal to Unsatisfactory performance rating if requirements met 85% or less of the time.
Cost Control	Meets service and schedule requirements while keeping direct and indirect costs below awarded contract value.	Meets Service and schedule requirements while keeping direct and indirect costs within awarded contract value.	Review and projection of contractor invoices.	Excellent performance rating if costs are below awarded contract value. Marginal to Unsatisfactory performance rating if cost exceed awarded value.
Business Relations	Satisfy government concerns and issues within a reasonable time 95% of the time	Satisfy government concerns and issues within a reasonable time 90% of the time.	Monitoring of daily interaction with government personnel, and customer complaints	Excellent performance rating if responsive 95% of the time. Marginal to Unsatisfactory if responsive less than 80% of the time.

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Management of Key Personnel	Contractor staffing provides exceptional contract performance with minimum government oversight	Contractor staffing provides satisfactory contract performance with some government direction.	Responsiveness of the contractor to government questions and concerns about contractor staff.	<p>Excellent performance rating if contractor maintains staffing requiring minimal government guidance.</p> <p>Marginal to unsatisfactory rating if contractor unresponsive to government staffing concerns.</p>
Customer Satisfaction	Contractor satisfies contract requirements in terms of productivity, responsiveness, schedule and cost.	Contractor meets contract requirements with nominal government involvement and guidance. Addresses government concerns.	Customer surveys and customer complaints.	<p>Excellent performance rating for superior customer satisfaction.</p> <p>Marginal to unsatisfactory rating for a large number of complaints and/or unresolved complaints</p>

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SECTION D PACKAGING AND MARKING

Packing and markings shall be in accordance with Section D of the IDIQ contract.

There is no packing and markings requirement for the services to be provided in response to the task order unless otherwise indicated by the Task Order Manager (TOM) or the Contracting Officer Representative (COR). All deliverables shall be packaged and marked in accordance with (IAW) best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the TOM and/or COR.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000

6/5/2015 - 6/4/2016

CLIN - DELIVERIES OR PERFORMANCE

The period of performance (POP) is as follows:

Base Year: 5 June 2015 – 4 June 2016

Services to be performed hereunder will be provided at the place of performance specified in the Performance Work Statement (PWS).

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SECTION G CONTRACT ADMINISTRATION DATA

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).

Combo (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.

Not Applicable

(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

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the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00244
Admin DoDAAC	N00244
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N57025
Service Acceptor (DoDAAC)	N57025
Accept at Other DoDAAC	N/A
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

To be determined at time of award.

(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.

To be determined at time of award.

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

(End of clause)

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(OCT 1995) (FLC SAN DIEGO)

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,
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or

Ms. Juana Perez
Contracting Officer
NAVSUP FLC San Diego, Code 240
3985 Cummings Road, Building 116
San Diego, CA 92136-4200
Phone: (619) 556-6763
E-mail: Juana.Perez@navy.mil

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.

Post award administration will be determined at time of award.

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.

Not Applicable

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

Defense Finance and Accounting Services (DFAS)

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) 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

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

Ms. Catherine Crep
Business Manager
Commander Naval Air Force U. S. Pacific Fleet (COMNAVAIRPAC/CNAP)
N01F/ABMO
Phone: (619) 545-5171
E-Mail: Catherine.Crep@navy.mil

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

Mrs. Ashley V.L. Cooper
Assistant Business Management Officer I
Commander Naval Air Force U. S. Pacific Fleet (COMNAVAIRPAC/CNAP)
N01F/ABMO
Phone: (619) 545-1551
E-Mail: Ashley.Cooper@navy.mil

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

NOT APPLICABLE

- a. Identifying contractor deficiencies to the COR;

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- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of the deliverables;
- 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/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

7. ORDERING OFFICER is responsible for:

NOT APPLICABLE

8. Contract Negotiator

Mr. Adrian A. Porras
NAVSUP FLC San Diego, Code 240
3985 Cummings Road, Building 116
San Diego, CA 92136-4200
Phone: (619) 556-9458
E-mail: Adrian.Porras@navy.mil

NAVSUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less

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effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above.

The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's.

Accounting Data

SLINID	PR Number	Amount
8000	N5702515RC057CG	
LLA :		
AA 1751804 70CE 250 57025 H 068688 2D C057CG 570255HQA3QQ		

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BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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
 - 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 Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) 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 deviating 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 COR duties are as follows:
 - a. Technical Interface
 - (1) The COR is responsible for all Government technical interface concerning the Contractor and 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

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perform the work specified in the contract. The

COR is the point of contact (POC) through whom the Contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR 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 COR shall monitor the Contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR 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 COR'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 COR shall monitor Contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the Contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR 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 COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

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

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR 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 COR must take into consideration

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all documentary information available and any information developed from personal observations.

(2) The COR must indicate either compete or partial concurrence with the Contractor's invoice/voucher by executing the applicable certificate of performance furnished by the Contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

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

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications.

(1) The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent Government cost estimate of the effort described in the proposed Performance Work Statement (PWS).

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract 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 COR shall maintain files on all correspondence relating to Contractor performance, whether 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 COR must take prompt action to provide the PCO with any Contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property

(1) When Government property is to be furnished to the Contractor, the COR

will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR 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

(1) The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

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h. Standards of Conduct

(1) The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the Contractor's 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 System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing contract Close-out in accordance with FAR 4.804 (Closeout of Contract Files).

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. 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 COR
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation
- c. Assist in preparing the final report on Contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR
- d. Identify contract noncompliance with reporting requirements to the COR
- e. Review Contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the Contractor, and recommend corrective actions
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and Contractor

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5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

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 – “Department of Defense (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. 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 DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US Government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, Contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the Contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The Contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three (3) work days after contract award, the Contractor shall provide to the Navy Command’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 (POC) on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

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 US (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 Federal Bureau of Investigation (FBI) fingerprint check prior to installation access

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

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SF-85 Questionnaire for Non-Sensitive Positions

Two (2) FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

The Contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. 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.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or Contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each Contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each Contractor employee applying for a trustworthiness determination is required to complete:

SF-85P Questionnaire for Public Trust Positions

Two FD-258 Applicant Fingerprint Cards

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. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the Contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

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 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

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shall result in delaying the individual's start date.

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

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior

to the individual employee's anticipated date for reporting for duty. 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 Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract.

If Contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). 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.

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 position of trust determination. When a favorable determination is not made, Contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately. The potential consequences of any requirements under this clause including denial of access for a proposed

Contractor employee who fails to obtain a favorable trustworthiness determination 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 for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The Contractor shall insert this clause in all

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subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to Government information.

ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1992) (NAVSUP)

This clause provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two underlying principles which this clause seeks to avoid are preventing the existence of conflicting roles that might bias a Contractor's judgment and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing, or mitigating organizational conflicts of interest.

- a. If, under this contract, the Contractor will provide systems engineering and technical direction for a system but does not have overall contractual responsibility for its development, integration, assembly, and checkout, or its production, the Contractor shall not be awarded a subsequent contract to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components.
 - (i) The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.
 - (ii) Systems engineering is defined in FAR 9.505-1(b).
 - b. If, under this contract, the Contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the Contractor shall not be permitted to furnish these items, either as a prime or subcontractor.
 - (i) The term of this prohibition shall endure for the entire period of this contract performance and for either two years thereafter or the duration of the initial production contract whichever is longer.

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of service provided under this contract for the Motorcycle Traffic Safety Training Program via a secure data collection site. Contracted services excluded from reporting are based on Product Service Code (PSCs). The excluded PSCs are:

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

The contractor is required to completely fill in all required data fields using the following web

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address: <https://doncrma.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 year. Contactors may direct questions to the help desk, linked at <https://doncmra.nmci.mil>

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SECTION I CONTRACT CLAUSES

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and

(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

(4) The Government has marked the record “Active”.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

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(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition

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"Small business concern," as used in this clause, means a concern, including its affiliates, that 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.

(b) Applicability. This clause applies only to—

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

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505

(b)(2)(i)(F)

(c) General

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected

(2) Any award resulting from this solicitation will be made to a small business concern

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

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a Contracting Officer's Representative (COR), the

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Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

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,

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or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)

(1) In accordance with section 743 of Division E, Title VII, 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)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

As prescribed in [204.1105](#), substitute the following paragraph (a) for paragraph (a) of the provision at FAR 52.204-7:

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion

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of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

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

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing

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therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>).)

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System & Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

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(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS)

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email)

(v) Contracting Officer point of contact (address, position, telephone, email)

(vi) Contract clearance level

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network

(viii) DoD programs, platforms or systems involved

(ix) Location(s) of compromise

(x) Date incident discovered

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

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(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

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(g) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

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

(a) *Definitions*. As used in this clause:

“Litigation support” means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including an expert or technical consultant) providing litigation support under a contract with the Department of Defense that contains this clause.

“Sensitive information” means confidential information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

(b) *Authorized disclosure*. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

- (1) Within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

(c) *Flowdown*. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

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

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

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(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

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(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including—

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

(a) *Definitions.* As used in this clause—

“Detainee” means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

“Interrogation of detainees” means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

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(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Contractor Data Requirements List (CDRL)

Form DD254 (Contract Security Classification Specification)