

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 09-Jan-2017	4. REQUISITION/PURCHASE REQ. NO. N0007217RC70032	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S5111A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Automation Precision Technology, LLC dba A P T 4535 E. Princess Anne Road Norfolk VA 23502-1613		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7633 / N00178-14-D-7633-EX01 10B. DATED (SEE ITEM 13) 13-Jan-2015
CAGE CODE 77334	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend Contract MAR 2000

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott J Rubin, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Scott J Rubin (Signature of Contracting Officer)	09-Jan-2017

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## GENERAL INFORMATION

A. The purpose of this modification is to exercise LOT III, Option Year II, covering CLINS 8200 for the performance period commencing 13 January 2017 and continuing through 12 January 2018. As a result, the total amount of the contract is hereby increased from \$301,704.00 by \$150,852.00 to \$452,556.00. A conformed copy of this Task Order is attached to this modification for informational purposes only. B. Wage Determination Number 15-5275 Rev (2) provided as Attachment under Section J, "List of Documents, Exhibits, and Other Attachments," of subject task order is hereby superseded by DOL Wage Determination Numbers 15-5275 Rev (3) dated 30 DEC 2016 provided as attachments to this modification. C. Request for price adjustment, if any, as the result of the aforementioned wage determination, shall be submitted to the Contracting Officer no later than thirty (30) days after effective date of this modification. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R706	CFLSW Financial Analyst Support, Readiness Reporting, and Logist Analyst Support Services - Base Year (O&MN,R)	12.0	MO	\$12,571.00	\$150,852.00
8100	R706	CFLSW Financial Analyst Support, Readiness Reporting, and Logist Analyst Support Services - Option I (O&MN,R)	12.0	MO	\$12,571.00	\$150,852.00
8200	R706	CFLSW Financial Analyst Support, Readiness Reporting, and Logist Analyst Support Services - Option II. N0007217RC70032 Base, Cost Code 0007277028NQ (O&MN,R)	12.0	MO	\$12,571.00	\$150,852.00
8300	R706	CFLSW Financial Analyst Support, Readiness Reporting, and Logist Analyst Support Services - Option III (O&MN,R)  Option	12.0	MO	\$12,571.00	\$150,852.00
8400	R706	CFLSW Financial Analyst Support, Readiness Reporting, and Logist Analyst Support Services - Option IV (O&MN,R)  Option	12.0	MO	\$12,571.00	\$150,852.00

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS) FOR CFLSW FINANCIAL ANALYST ADMINISTRATIVE SUPPORT SERVICES AND READINESS REPORTING AND LOGISTICS ANALYST SUPPORT SERVICES

1. **INTRODUCTION:** The Commander, Fleet Logistics Support Wing (CFLSW) is acquiring Financial Analyst Administrative Support and Readiness Reporting Analyst support services to meet their requirements and execute their mission.

2. **BACKGROUND:** The Commander, Fleet Logistics Support Wing is responsible for keeping assigned personnel and equipment in a state of readiness and availability which permits rapid augmentation into the Fleet upon partial or full mobilization. This PWS defines the financial and readiness reporting and logistics support required by FLSW to meet their requirements to execute their mission.

3. **SCOPE:** The scope of this support will utilize Financial Analyst Administrative Support and Readiness Reporting and Logistics Analyst support services necessary to provide financial analysis, current travel budget analysis, and post mission analysis and readiness reporting and logistic analysis support services. These services will cover all Type/Model/Series (T/M/S) aircraft operated by FLSW for 14 Navy Reserve Squadrons and their associated overseas detachments. The Navy reserve Squadrons are comprised of Full Time Support (FTS) and Selected Reserve (SELRES) personnel. The detailed support will be addressed in section 5.0 Performance Requirements.

4. **APPLICABLE DIRECTIVES:** The following documents support this PWS requirements referenced under Section 5.0 Performance requirements that the contractor will have to comply with in performance of this PWS.

Document Type	Number/Version	Title	Date
CFLSW	NOTICE 1001	FISCAL YEAR 2014 SUPPLEMENTAL EXECUTION GUIDANCE	17OCT13
CFLSW	1571.25S	SQUADRON DETACHMENT STANDARD OPERATING PROCEDURES	17OCT13
CFLSW	4200.14B	GOVERNMENT-WIDE COMMERCIAL PURCHASE CARD PROGRAM	23FEB11

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CFLSW	4790.3H	NAVAL AVIATION MAINTENANCE AND MATERIAL MANAGEMENT SUMMARY	30MAR12
CFLSW	5040.1M	COMMANDER, FLEET LOGISTICS SUPPORT WING COMMAND ASSESSMENT PROGRAM	19DEC13
CNAFR	3501.1A	UNIT CERTIFICATION PROGRAM	28FEB14
CNAFR	7131.1C	FLIGHT HOUR PROGRAM	15FEB13
CNAFR	NOTICE 1001	FISCAL YEAR 2014 EXECUTION GUIDANCE	17SEP13
CNRFC	1571.1D	ORDER PROCESSING AND TRANSPORTATION ARRANGEMENTS FOR NAVY RESERVISTS	03FEB12
CNRF	1001 (series)	FISCAL YEAR 2014 FORCE EXECUTION GUIDANCE	
CNRF	4650.2A	NAVY RESERVE FORCE POLICIES AND PROCEDURES FOR THE USE OF THE GOVERNMENT TRAVEL CHARGE CARD	17DEC10
NAVSUP	4650.7	NAVY POLICIES FOR OPERATION AND MANAGEMENT OF THE GOVERNMENT TRAVEL CHARGE CARD	12DEC12
DOD	7000.14R	DoD FINANCIAL MANAGEMENT REGULATION	CURRENT EDITION
CNAP/CNAL	3510.11C	TMS READINESS AND RESOURCES STANDARDS	13DEC12
NAE	NA	CURRENT READINESS CROSS FUNCTIONAL TEAM HANDBOOK	03JAN14

CNAF	5442.1A	AMCR	15MAR10
JFTR	JFTR VOL1/2	JOINT FEDERAL TRAVEL REGULATIONS, VOLUME 1 AND 2	CURRENT EDITION
DOD	DOD5220.22-M	NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATION MANUAL (NISPOM)	FEB 2006 W/ CHANGE 1 MAR 28, 2013
DOD	DODD 5205.02	DOD OPERATIONS SECURITY (OPSEC) PROGRAM	6 MAR 2006
OPNAV	OPNAV 3432.1A	OPERATIONS SECURITY	4 AUG2011
CNRF	COMNAVRESFORINST 3432.1	OPERATION SECURITY PROGR	13 NOV 13

#### 4.1 ACRONYMS AND ABBREVIATIONS:

- AQL Acceptable Quality Level
- CAC Common Access Card
- CDR Contract Discrepancy Report
- CFLSW Commander, Fleet Logistics Support Wing
- COR Contracting Officers Representative
- CNAFR Commander, Naval Air Force Reserve
- CNRFC Commander, Navy Reserve Forces Command
- CPARS Contractor Performance Assessment Reporting System
- CPAF Cost Plus Award Fee
- CPFF Cost Plus Fixed Fee
- CPIF Cost Plus Incentive Fee
- DOD Department of Defense
- DON Department of the Navy
- DODCAF Department of Defense Central Adjudication Facility
- EPA Environmental Protection Agency
- FAX Facsimile
- FPCON Force Protection Condition
- FMR Fiscal Management Report
- FSO Facility Security Officer
- FTR Federal Travel Regulation
- FTS Full Time Support
- GFE Government Furnished Equipment
- IA Information Assurance

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- JPAS Joint Personnel Adjudication System
- JTR Joint Travel Regulation
- KO Contracting Officer
- IAW In Accordance With
- IT Information Technology
- LAN Local Area Network
- LOA Lines of Accounting
- MCSR Monthly Contract Status Report
- NACLK National Agency Check with Local Agency Check and Credit Check
- NAE Naval Aviation Enterprise
- NE/EF Noble Eagle/Enduring Freedom
- NMCI Navy Marine Corp Internet
- OCONUS Outside the Continental United States
- OPNAV Office of Chief of Naval Operations
- OPNAVINST Office of Chief of Naval Operations Instruction
- OPSEC Operations Security
- OSHA Occupational Safety and Health Administration
- PII Personally Identifiable Information
- POC Point of Contact
- POP Period of Performance
- PPE Personal Protective Equipment
- PRDS Performance Requirements Deliverable Summary
- PWS Performance Work Statement
- QASP Quality Assurance Surveillance Plan
- QCP Quality Control Plan
- RESFOR Reserve Force
- RPN Reserve Pay Navy
- SECNAV Secretary of the Navy
- SECNAVINST Secretary of the Navy Instruction
- SELRES Selected Reserve
- T/M/S Type/Model/Series
- TPOC Technical Point of Contact
- USC United States Code

## 5. PERFORMANCE REQUIREMENTS:

**5.1 FINANCIAL ANALYSIS ADMINISTRATIVE SUPPORT SERVICES.** This support will provide financial analysis, current travel budget support, and post mission analysis for 14 Navy Reserve Squadrons and their associated overseas detachments comprised of Full Time Support (FTS) and Selected Reserve (SELRES) personnel. Specific tasks listed below include:

**5.1.1** The contractor shall prepare data for monthly, quarterly and annual fiscal management

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reports including, but not limited to Fiscal Management Report (FMR) and Noble Eagle/Enduring Freedom (NE/EF) report. This data is a compilation of monthly FLSW squadron reports, provided via squadron submission of their respective FMR and verified and cross-checked by the contractor when there is a discrepancy. Reporting consists of analysis of flight hour, Reserve Pay Navy (RPN) man-day, operation support, manpower, current year fiscal execution, and current year travel execution data. **Deliverables:** Data for monthly, quarterly and annual fiscal management reports

**5.1.2** The contractor shall perform monthly reconciliations with subordinate commands and CFLSW comptroller for all lines of accounting (LOA's). **Deliverable:** Monthly reconciliations with subordinate commands and FLSW comptroller.

**5.1.3** The contractor shall analyze the FLSW Detachment Schedule and prepare draft input based on historical utilization for the annual Detachment Operations budget projections for the FLSW Operations Officer. **Deliverable:** Develop a draft input for the annual detachment operations budget based on historical utilization.

5.1.4 The contractor shall collect, consolidate, analyze and disseminate to Outside the Continental United States (OCONUS) squadron post detachment financial reports. Once complete, distribute reports to CNAFR, CNRFC, Theater schedulers, CFLSW and Subordinate Commands. **Deliverable:** Financial reports as required upon return from detachment.

**5.1.5** The contractor shall analyze Wing and subordinate unit travel programs and budgetary guidance, ensuring compliance with various directives. **Deliverable:** Monthly Wing and subordinate unit travel program analysis.

**5.1.5.1** The contractor shall process rejected documents from accounting and dispersing. **Deliverable:** Weekly Status of rejected documents from accounting and dispersing.

**5.1.5.2** The contractor shall track traveler debt. **Deliverable:** Monthly Traveler Debt tracking Report.

**5.1.5.3** The contractor shall maintain and safeguard organizations Personally Indefinable Information (PII), routing lists, groups, individual profiles, individual home addresses, home phone, etc. The contractors supporting this task shall sign Non-Disclosure agreements. NDAs will be updated annually and NDA's will be maintained in contract files with copies provided to the COR.

**5.1.5.4** The contractor shall reconcile Centrally Billed Accounts (CBA's). CBA's are used to pay for detachment quarters in Bahrain and Sigonella for VR members serving on deployment. CFLSW does not have CBA accounts. **Deliverable:** Monthly reconciled CBA's report.

**5.1.5.5** The contractor shall perform Help Desk functions to include providing general guidance regarding proper submission of travel claims, providing Cross-Organization LOA's as required, DTS trouble shooting, and DTS user profile management.

**5.1.5.6** Compliance Tool Administrator (CTA). The contractor shall administer the



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Compliance Tool to control of the DTS default errors and to allow the CTA to reconcile/rectify DTS errors. **Deliverable:** Monthly reconciled/rectified DTS error report.

**5.2 LOGISTICS READINESS REPORTING AND ANALYST SUPPORT SPECIALIST.** This Type/Model /Series (T/M/S) aircraft operated by CFLSW. Currently CFLSW operates the C-20, C-37, C-40 and C-130 series aircraft. Specific task listed below include:

**5.2.1** The contractor shall collect Current Readiness, Total Force, Balanced Scorecard and Daily Status data from FLSW and subordinate units. Data is collected daily or as requested from NAE TMS Current Readiness Database, AMSRR Website, NAE Total Force Database, MRRS, ESAMS, Airboss Safety Tracker and NTMPS.

**Deliverable:** Daily Readiness, Total Force, Balanced Scorecard status report.

**5.2.2** The contractor shall review, analyze and integrate readiness documents provided by CFLSW and subordinate activities. **Deliverable:** Daily, monthly, annually, or as requested integrated readiness report.

**5.2.3** The contractor shall maintain spreadsheets/databases as necessary to maintain unit readiness status. **Deliverable:** Daily unit readiness spreadsheets/databases update.

**5.2.4** The contractor shall participate in Naval Aviation Enterprise (NAE) Current Readiness briefs and Readiness Workshops. **Deliverable:** Monthly and annual Current Readiness briefing notes for NAE Readiness Workshop.

**5.2.5** The contractor shall develop analysis documents and presentation strategies for the NAE Current Readiness briefs. **Deliverable:** Unclassified NAE Current Readiness briefs analysis and presentation strategies as required.

**5.2.6** The contractor shall maintain aircrew readiness data base. **Deliverable:** Monthly aircrew readiness database update.

**5.2.7** The contractor shall prepare draft input for the monthly readiness report as required. **Deliverable:** Draft unclassified input for the monthly readiness report as required.

**5.2.8** The contractor shall collect and analyze CFLSW T/M/S Cost Price Index Data, Schedule Price Index Data, and Execution Index data and provide a monthly report. Data is collected from the AFAST database and the CNAFR Flight Hour Cost Report. **Deliverable:** Monthly CFLSW T/M/S Cost Price Index, Schedule Price Index, and Execution Index analysis report.

**5.2.9** The contractor shall provide professional and administrative support in the development and implementation of, and conduct training as required on Readiness Reporting and Logistics Analysis support services. **Deliverable:** As required, training to the Wing Staff and Squadron leadership as the tools and reporting/briefing requirements are changed/updated.

**5.2.10** The contractor shall develop graphs and charts to display readiness status for management. **Deliverable:** Graphs and charts to display readiness status as required for monthly and annual readiness briefings.

**5.3 PERFORMANCE REQUIREMENTS DELIVERABLE SUMMARY (PRDS):** This section refers to a tangible or intangible deliverable produced by the contractor as a result of the work performed in Section 5 Performance Requirements above. All deliverables should be in company

format unless otherwise directed by the government. Each deliverable should be password protected and delivered in electronic format with an accompanying deliverable letter. Document password will be provided by separate email. The Performance Requirements Deliverable Summary Table 5.3 is below.

**Table 5.3 - Performance Requirements Deliverable Summary**

<b>Tasks</b>	<b>Performance Objective</b>	<b>Performance Standards</b>	<b>Frequency</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Surveillance Method</b>
5.1.1	Data for monthly, quarterly and annual fiscal management reports.	Adhere to requirements specified in paragraph 5.1.1 of the PWS	Monthly, Quarterly and Annually	Quality: All performed IAW PWS and QCP	Specific Inspection
5.1.2	Monthly reconciliations with subordinate commands and CFLSW comptroller.	Adhere to requirements specified in paragraph 5.1.2 of the PWS	Monthly	Quality: All performed IAW PWS and QCP	Specific Inspection
5.1.3	Draft input for the annual detachment operations budget.	Adhere to requirements specified in paragraph 5.1.3 of the PWS	Annually	Quality: All performed IAW PWS and QCP	Specific Inspection
5.1.4	Monthly Financial reports.	Adhere to requirements specified in paragraph 5.1.4 of the PWS	Monthly	Quality: All performed IAW PWS and QCP	Specific Inspection
5.1.6	Monthly Wing and subordinate unit travel program analysis	Adhere to requirements specified in paragraph 5.1.6 of the PWS	Monthly	Quality: All performed IAW PWS and QCP	Specific Inspection

5.1.7.1	Weekly Status of rejected documents from accounting and dispersing.	Adhere to requirements specified in paragraph 5.1.7.1 of the PWS	Weekly	Quality: All performed IAW PWS and QCP	Specific Inspection
5.1.7.2	Monthly Traveler Debt tracking Report.	Adhere to requirements specified in paragraph 5.1.7.2 of the PWS	Monthly	Quality: All performed IAW PWS and QCP	Specific Inspection
5.1.7.4	Monthly reconciled CBA's report	Adhere to requirements specified in paragraph 5.1.7.4 of the PWS	Monthly	Quality: All performed IAW PWS and QCP	Specific Inspection
5.2.1	Daily Readiness, Total Force, Balanced Scorecard status report.	Adhere to requirements specified in paragraph 5.2.1 of the PWS	Daily	Quality: All performed IAW PWS and QCP	Specific Inspection
5.2.4	Daily unit readiness spreadsheets/databases update	Adhere to requirements specified in paragraph 5.2.4 of the PWS	Daily	Quality: All performed IAW PWS and QCP	Specific Inspection
5.2.5	NAE Current Readiness briefs analysis and presentation strategies.	Adhere to requirements specified in paragraph 5.2.5 of the PWS	As required	Quality: All performed IAW PWS and QCP	Specific Inspection
5.2.6	Monthly aircrew readiness database update	Adhere to requirements specified in	Monthly	Quality: All performed IAW PWS	Specific Inspection

		paragraph 5.2.6 of the PWS		and QCP	
5.2.7	Draft input for the monthly readiness report as required	Adhere to requirements specified in paragraph 5.2.7 of the PWS	Monthly	Quality: All performed IAW PWS and QCP	Specific Inspection
5.2.8	Monthly CFLSW T/M/S Cost Price Index, Schedule Price Index, and Execution Index analysis report	Adhere to requirements specified in paragraph 5.2.8 of the PWS	Monthly	Quality: All performed IAW PWS and QCP	Specific Inspection
5.2.10	Graphs and charts to display readiness status for monthly and annual Readiness briefings.	Adhere to requirements specified in paragraph 5.2.10 of the PWS	Monthly, Annually.	Quality: All performed IAW PWS and QCP	Specific Inspection
5.4	Monthly Contract Status Report	Adhere to requirements specified in paragraph 5.4 of the PWS	Due the 15 <sup>th</sup> of each month for the previous months accomplishment	Quality: All performed IAW PWS and QCP	Customer Approval
5.5	Meeting/Briefing Reports	Adhere to requirements specified in paragraph 5.6 of the PWS	As required. Due 3 days after meeting or briefing	Quality: All performed IAW PWS and QCP	Customer Approval
5.6	Quality Control Plan	Adhere to requirements specified in paragraph 5.7 of the PWS	Due within 15 days of contract award	Quality: All performed IAW PWS and QCP	Customer Approval

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**5.4 MONTHLY CONTRACT STATUS REPORTS:** Monthly Contract Status Reports (MCSR) must be password protected submitted electronically to the Contracting Officer Representative (COR) not later than the 15th workday of every month (See the Attached Quality Assurance Surveillance Plan at Section 9.0 for details). A second copy should be submitted electronically to each customer not later than the 15th workday of every month. The MCSR shall be in contractor format. The contractor shall send document passwords to the government points of contact by separate email.

**5.5 MEETINGS AND BRIEFINGS.** The Contractor shall attend, participate in and provide input at scheduled and unscheduled meetings, conferences and briefings that affect PWS functions and serve to provide effective communication.

**5.6 QUALITY CONTROL PLAN (QCP):** The Contractor shall ensure quality service is maintained throughout the life of the contract, and shall within 15 workdays of contract award, prepare and implement (upon Government approval) a Quality Control Plan. The plan shall reflect the Contractor's overall management approach, internal controls and establishment of procedures for evaluating each of the major service areas (who, method, how often), for reporting to the Government, for resolving deficiencies, for identifying potential improvements, and for maintaining and making available to the Government, documentation (as listed in PWS Performance Requirements Section 5) reflecting quality control inspections and any corrective actions taken.

## **6.0 - RESERVED**

## **7.0 PLACE OF PERFORMANCE**

The primary place of performance for this task order shall be:

Commander, Fleet Logistics Support Wing  
1445 Burke Avenue  
Fort Worth, TX 76127-1445

The contractor may be required to work at other government facilities as necessary.

**8.0 PERIOD OF PERFORMANCE (POP):** The period of performance of this order shall be from 13 January 2015 to 12 January 2016 with four (4) one-year options year as follows:

Option years if executed:

Option Year I: 13 January 2016 to 12 January 2017  
Option Year II: 13 January 2017 to 12 January 2018  
Option Year III: 13 January 2018 to 12 January 2019  
Option Year IV: 13 January 2019 to 12 January 2020

The normal CFLSW hours of operation will be from 0730 to 1630 hours Monday through Friday.

## **9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):**

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**9.1\_Surveillance methods:** The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints. Performance will be measured in accordance with Table 9.1 below.

**Table 9.1: Quality Assurance Surveillance Plan (QASP)**

<b>Performance Element</b>	<b>Performance Required</b>	<b>Frequency</b>	<b>Surveillance Method</b>	<b>Acceptable Quality Level</b>
PWS Section 5.0 all	Excellent Customer Service: Communication with CFLSW and Subordinate units and on time deliverables.	100% Inspection of all contractor prepared data products, reports, spreadsheets, invoices and other financial documents.	Customer Feedback.	No more than 3 substantiated negative customer feedbacks during 6-month period  Exercise of option periods.
PWS Sections 5.1, 5.2, 5.4, 5.6 and 5.7	Quality– Technical products/deliverables were complete, accurate, clear and conformed to the requirements of the PWS	100% Inspection.	Customer Feedback.	100% Inspection of all contractor prepared reports.
PWS Section 5.4	Cost/Financial Management - Provided accurate Financial documentation and cost performance data	100% Inspection of all contractor prepared data products, reports, spreadsheets, invoices and other financial documents	Customer Feedback	100% Inspection of all contractor prepared data products, reports, spreadsheets, invoices and other financial documents
PWS Sections 5.6.	Completed reports	100% Inspection	Customer Feedback	100% Inspection of all contractor prepared reports

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If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

**9.2 Incentives/Disincentives:** The COR makes an annual report on Contractor Performance Assessment Reporting System (CPARS) or other annual report. The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. *The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options*

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

In accordance with the inspection of services provisions for Firm Fixed Price (FFP) contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

#### **10.0 ACCEPTANCE CRITERIA:**

The agency COR has the responsibility to monitor the progress of the work of the on-site Contractor personnel assigned to the task. The COR will notify the Contracting Officer (KO), in writing, with regard to contractor performance. The documentation from the COR will certify the following:

- a. The Contractor deliverables and performance have met the work standards and objectives as outlined in the PWS.
- b. The Contractor deliverables and performance have not met the work standards and objectives as outlined in the PWS and why.

This written documentation and certification, after review and acceptance by the COR, in conjunction with KO, will serve as the basis for payment to the Contractor.

**11.0 TRAVEL:** Travel events are extremely rare in support of this contract/task order. Any emerging travel the requirement will be addressed as it occurs. Travel will be requested in writing and approved by the COR designated in this PWS prior to any travel taking place.

Any travel will be in accordance with FAR 31.205-46, travel costs are to be reimbursed at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of the travel, as set forth in the Federal Travel Regulations (FTR), Joint Travel Regulations (JTR), and Standards Regulations, Section 925, as applicable. All air travel must be booked on American flagged carriers, unless otherwise directed by the KO. The Appropriate Government Official or Contracting Officer shall approve all travel requests.

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All invoices for travel reimbursement shall be accompanied by supporting receipts.

## **12.0 TRAINING REQUIREMENTS**

CNAFR is responsible for conducting the required training on local mandates only, which will be at no cost to the contractor. The Contractor is responsible for any and all technical training required to for assigned contractor personnel to accomplish the tasks outlined in Section 5.0 Performance Requirements.

## **13.0 SECURITY REQUIREMENTS**

### **13.1 PERSONNEL SECURITY:**

- a. All contract personnel performing under this contract/task order have a DOD Secret security clearance and to be assigned to this contract/task order and must maintain a National Agency Check with Local Agency Check and Credit Checks (NACLCC) investigation in accordance with SECNAVINST M-5510.30 current within 10 years. Contractors must be a United States citizen.
- b. The Contractor shall comply with security procedures and controls to prevent unauthorized disclosure of Controlled Information (CUI) and control distribution of CUI in accordance with Department of Defense (DOD) Manual 5200.01, Information Security Program: Controlled Unclassified Information (CUI) Volume 4 (enclosure 3); DOD 5400.7-R, Freedom of Information Act regulation (Chapter 3); DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPO), and Department of the Navy (DON) SECNAV M-5510.36, DON Information Security Manual.
- c. The Contractor shall comply with Homeland Security Presidential Directive 12 (HSPD-12), DOD 5200.2R, and SECNAV M-5510.30, Personnel Security Program procedures for Contractor employees requiring (1) Physical access to a federally controlled base, facility or activity; and/or, (2) access to DOD computers and networks (information technology, information systems) to perform certain unclassified, non-critical sensitive duties in accordance with the task order.

The contractor will provide the Navy's Security Manager and the COR, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. When a favorable determination is not made, contractor employees shall not be permitted to work on this order effort and if already working on the order shall be removed immediately.

Once the SF-86 has been submitted in the Joint Personnel Adjudication System (JPAS), an interim eligibility may be granted by Department of Defense Central Adjunction Facility (DODCAF) through the Facility Security Officer (FSO), and a CAC issued during the investigation process. 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 throughout the order performance period.

- d. The contractor is responsible for entering personnel information into the JPAS and submitting



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a visit request. The contractor will provide the Navy's Security Manager and the COR, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. When a favorable determination is not made, contractor employees shall not be permitted to work on this order effort and if already working on the order 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 order within the timeframes specified in the order.

e. Contract personnel shall return Common Access Cards (CACs) to the government Technical Point of Contact/government Sponsor upon contractor change in status, expiration of the CAC, or completion or expiration of the contract.

**13.2. INFORMATION ASSURANCE:** The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with the Information Assurance Workforce Improvement Program DOD 8570.01-M. The Contractor shall meet the applicable information assurance certification requirements, including:

a. DOD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DOD 8570.01-M. It has been determined that contractors supporting this contract/task order must attain and hold IAT Level I (Due to computing level of privileged access and access to PII).

b. Appropriate operating system certification for information assurance technical positions is required by DOD 8570.01-M. All contractor CSWF certifications shall be provided to CNRFC N64 upon arrival/check-in for registration in TWMS.

c. Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

d. Contractor personnel who do not have proper and current certifications shall be denied access to DOD information systems for the purpose of performing information assurance functions. The contractor shall provide the plan/schedule of certification attainment within 15 days of contract/task order award. The plan/schedule should address certification attainment within 6 months of assignment to contract/task order for those contractor personnel without appropriate IAT certification. The contractor shall provide the plan/schedule of continuing education units for the maintenance of required certifications IAW DOD 8570.01-M within 15 days of contract award. The continuing education plan can be combined with plan/schedule of certification attainment plan. The contractor shall comply with all other requirements of DOD 8570.01-M for each respective IASAE or IAT level. Guidance is located at: <http://www.dtic.mil/whs/directives/corres/pdf/857001m.pdf>.

### **13.3 OPERATIONS SECURITY (OPSEC):**

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**13.3.1 GENERAL CONTRACTOR OPSEC REQUIREMENTS:** During the course of this contract, in addition to those restrictions, instructions and guidelines delineated in the contract Performance Work Statement (PWS) and/or other references provided, the contractor will adhere to the following minimum requirements in support of Commander, Navy Reserve Forces Command (CNRFC) and Commander, Navy Air Force Reserve (CNAFR) OPSEC Programs:

a. Introduction of personnel electronic devices into government networks, government spaces, laptops, tablet PCs, cellular phones, cameras, recording devices, and data recording/storage devices is **STRICTLY** controlled and forbidden in most cases. Company issued equipment required for the performance of work at CNRFC/CNAFR site must be approved by the government security officer. Photography and recording is not allowed except for official use and by permit only. (Unless otherwise stipulated in the contract, contact the CNRFC/CNAFR Security Officer for approval.)

b. Contractor personnel shall not discuss government operations in public or over unprotected or unencrypted communications. Official Business, controlled unclassified information may only be transmitted as directed in the Performance Work Statement.

c. The Contractor shall not post to company websites, publications, newsletters or other media any images, data or information that reveal sensitive government operations, personnel, equipment, and/or classified or controlled unclassified information, refer to paragraph (d) below. When in doubt, company press releases related to this contract should be coordinated through the Contracting Officer Representative (COR) and the CNRFC/CNAFR Public Affairs Officer (PAO).

d. Contractor personnel shall not disclose to unauthorized third parties, post to unofficial sites (including Social Networking sites) any images, data or information that reveals sensitive government operations, personnel, equipment, including, but not limited to:

(1) Tactics, techniques and procedures, production or work schedules, any visible or concealed modifications, upgrades, additions to vessels, aircraft, or weapons or equipment; increases, change, or decreases in work/deployment frequency or government personnel, vehicle, vessel or aircraft movements; specialized equipment orders, deliveries, shipments, etc. (Unauthorized disclosure and transfer of National Security Information is punishable under 18 United States Code § 793.)

(2) Any Non-Disclosure requirements will remain in effect during the duration of this contract/task order an indefinitely thereafter.

(3) Unauthorized disclosures and attempts to solicit this type information by unauthorized third parties or others not affiliated with this contract shall be reported to the CNRFC/CNAFR Security Office and the contract point of contact, and your company Facility Security Officer (FSO) and the Defense Security Service (DSS).

e. Government issued badges, identification shall be removed and/or concealed from plain sight when off station and shall not be left in vehicles or unprotected. Badges and Passes may not be

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duplicated or copied. Lost or stolen identification badges, vehicle passes etc., will be immediately reported to the CNRFC/CNAFR Security Office.

f. Practice OPSEC and implement countermeasures to protect Critical Information (CI) and other sensitive unclassified information and activities vigilance, or degrade the planning and execution of military operations performed or supported by the contractor in support of the mission. Protection of CI will include the adherence to and execution of countermeasures which the contractor initiates or as provided by CNRFC/CNAFR Security Office, for CI on or related to this Performance Work Statement.

g. The contractor must mark and protect related internal production schedules, deliverables, inventories and shortages and identified vulnerabilities related to production of government material as For Official Use Only (FOUO) Information in accordance with guidance in paragraphs 13.4 and 13.5 of this Performance Work Statement.

h. All government information must be destroyed at contract termination or returned to the government at the government's discretion.

**13.3.2 PERMANENT GOVERNMENT SITE CONTRACTOR SUPPORT.** When a contract includes permanent/embedded contract personnel performing at CNRFC/CNAFR or other government facilities, these additional requirements apply:

(1) The contractor shall assign an OPSEC Point of Contact for this contract.

(2) OPSEC Awareness Education and Training shall be provided by or coordinated through government channels (CNRFC/CNAFR OPSEC Program) at no cost to the contractor. All personnel supporting the contract shall receive initial OPSEC awareness training and Annual OPSEC Refresher training; verification of contractor personnel OPSEC training will be provided. The contractor should contact CNRFC/CNAFR Operations Security Officer to assist with this requirement.

(3) The CNRFC/CNAFR Command Critical Information List (CIL) or additional information identified by CNRFC/CNAFR or the COR including company-generated information whether in electronic or hardcopy form; e.g.; internal schedules, deficiency reports, and other internal documents, related to this project will be marked and handled appropriately as FOR OFFICIAL USE ONLY (FOUO) or other required marking in accordance with guidance in paragraphs 13.4 and 13.5 (If applicable) of this Performance Work Statement. Government Critical Information includes but is not limited to:

- Known or probable vulnerabilities to any U.S. system and their direct support systems,
- Details of information about military operations, unit, vessel, aircraft movements/arrivals, missions and exercises,
- Specific TAD/TDY deployment data including personnel numbers, duration, location, etc.
- Specific details concerning TAD/TDY travel itineraries and purposes of travel by key personnel;
- Association of abbreviations, acronyms, nicknames, or codewords with projects or locations,

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- New, projected, of expanded secure communications capabilities, and
- Don't display security badge outside the building and don't allow "piggy backing" on the doors entering CNRFC/CNAFR facilities.

(4) A complete list of CNRFC/CNAFR Critical Information will be provided to the contractor project manager (if assigned) by the CNRFC/CNAFR OPSEC Officer. Questions regarding Critical Information shall be directed toward the CNRFC/CNAFR OPSEC Program Manager.

(5) OPSEC requirements are additional to the requirements of the NISPOM, DOD 5220.02M National Industrial Security Program Operating Manual. Thus, contractors may not impose OPSEC requirements on their subcontractors unless CNRFC/CNAFR OPSEC Officer approves the OPSEC requirements.

(6) OPSEC Training Requirements. When a contract requires long term access to CNRFC/CNAFR or other government facilities, such as embedded contractors, onsite work or participates in CNRFC/CNAFR operations, they must follow the provisions of the COMNAVFORINST 3432.1 Operations Security Program Instruction, to include training and awareness. The contractor is required to maintain individual training records for compliance purposes. CNRFC/CNAFR will provide initial and annual refresher training to contractor personnel upon assignment to this contract/task order and performing at a CNRFC/CNAFR or other government site on a permanent basis. Initial OPSEC training, which may be provided by computer-based training, live training or a combination of both and, is required initially within 30 days of assignment and annually thereafter. The online OPSEC training course ID is NIOC NIOC-USOPSEC-2.0 and the Course Title is Uncle Sam's OPSEC, which can be found on NKO. Additionally, the commands OPSEC Manager can provide classroom training.

**13.4 INFORMATION AND INFORMATION SYSTEM SECURITY.** To the extent that the Contractor receives or is given access to proprietary data, data protected by the Privacy Act of 1974 or other classified or privileged technical, business or financial information under this PWS, the Contractor shall treat and protect such information IAW any restrictions imposed on such information. The Contractor shall comply with OPNAVINST 5239.1B, Navy Information Assurance Program.

**13.5 INFORMATION DISCLOSURE.** Neither the Contractor nor any of its employees shall disclose, or disseminate information concerning the command's operations or security or an interruption of its operations. Disclosure of information relating to the services provided under this PWS is prohibited. The Contractor shall direct inquiries, comments or complaints to the COR any matter observed, experienced or learned during the performance of this PWS, since the resolution may require the dissemination of Government proprietary information.

**13.6 CLASSIFIED INFORMATION.** Failure by the Contractor or its employees to safeguard classified information received while performing under this PWS, may subject the Contractor, its agents, or employees to criminal liability under 18 United States Code (USC) Sections 793 and 798.

**13.7 PROPRIETARY DOCUMENTS.** The Contractor shall be responsible for appropriately

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marking Contractor documents that the Contractor considers proprietary.

**13.8 PHYSICAL SECURITY.** All Contractor employees and their representatives who enter a DOD location to perform under the requirements of this PWS must adhere to all security regulations and as such will be subject to security checks. Contractor personnel and their personal property will be subject to searches and seizures when entering, while on, or leaving a DOD location pursuant to the installation's regulations. In the event of a strike by the Contractor's personnel, the Contractor shall be responsible for the cost of any increase in security required by the installation commander. The installation commander has the authority to bar individuals from the installation. Removal of an employee from the job site or dismissal from the premises shall not relieve the Contractor of its requirement to provide sufficient personnel for performance of the services required by the PWS. The Contractor shall remove any individual from the site whose continued presence or employment is contrary to public interest or inconsistent with the best interests of national security.

**13.9 HEIGHTENED SECURITY OPERATIONS.** The Contractor shall comply with the base policies and Office of the Chief of Naval Operations Instruction (OPNAVINST) 3300.54, Protection of Navy Personnel and Activities against Acts of Terrorism and Political Turbulence, to ensure mission accomplishment during heightened military installation security postures or other security postures as implemented. Heightened security conditions are known as Force Protection Conditions (FPCON) Bravo, Charlie and Delta. These postures apply when an incident occurs or intelligence is received indicating an imminent threat or act of terrorism against personnel and facilities. To provide continuity of operations in such conditions, the Contractor shall provide the COR written documentation of designated "mission essential personnel" who will require access to military installations during increased FPCON instances, Charlie and Delta.

**14.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Government and Contractor personnel will be required to work in common office and warehouse spaces during working hours and the Contractor's performance shall not interfere with the Government's work. In the event that the Contractor believes that the Government or other personnel are interfering with the performance of the services required under the PWS, the Contractor shall notify the COR immediately. The Contractor shall not cease to perform the services required under the PWS without the KO or the COR's direction. Failure by the Contractor to notify the KO or COR could result in a denial of any compensation requests for any additional costs incurred in performance of the contract under such conditions.

**15.0 NON-PERSONAL SERVICE STATEMENT**

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the

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appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

## **16.0 GOVERNMENT MANAGEMENT OVERSIGHT**

Government management will provide general instructions on limitations and deadlines. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy, and completeness.

## **17.0 SAFETY**

The Contractor shall comply with all safety regulatory guidance including those as detailed in appropriate Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and Type Model Series (T/M/S) peculiar instructions; the Contractor shall be responsible for the safety and accountability of all its employees; the Contractor shall provide common personnel protective equipment (PPE) if required for team members and manage contractor's hearing conservation testing and baseline.

## **18.0 SPECIAL REQUIREMENTS**

**18.1 PERSONNEL.** The Contractor shall employ personnel who are proficient in speaking, reading, and writing the English language. The Contractor shall provide adequate management, supervision and labor necessary to consistently perform all work specified under this PWS.

**18.2 EMPLOYMENT OF FEDERAL EMPLOYEES.** The Contractor shall not employ or enter into a contract with any person(s), military or civilian, to perform work under this contract who is an employee of the United States Government unless such person seeks and receives approval in accordance with applicable Navy and DOD regulations including Joint Ethics Regulation.

**18.3 NATIONAL EMERGENCY.** In the event of a national emergency, natural disaster or military exigency, the Contractor shall be prepared to accommodate a surge in support service requirement. All support operations shall continue services as directed by the CNRFC during a crisis declared by the National Command Authority. This function has been determined to be essential to performance during crisis and is IAW DOD 3020.37, Continuation of Essential DoD Contractor Services during Crisis and Navy implementation thereof.

**18.4 FEDERAL HOLIDAYS.** Contactors are not required to show up for work that falls on Federal Holidays. The following Federal holidays are observed by DON:

- A. New Year's Day (1 January)
- B. Martin Luther King's Birthday (Third Monday in January)

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- C. President's Day (Third Monday in February)
- D. Memorial Day (Last Monday in May)
- E. Independence Day (4 July)
- F. Labor Day (First Monday in September)
- G. Columbus Day (Second Monday in October)
- H. Veteran's Day (11 November)
- I. Thanksgiving Day (Fourth Thursday in November)
- J. Christmas Day (25 December)

In the event that a Federal holiday falls on a Saturday, the holiday will be observed on the Friday immediately before the holiday; if the Federal holiday falls on a Sunday, the holiday will be observed on the Monday immediately following the holiday. Other holidays are determined by Executive Order. Contactors are not required to show up for work that falls on Federal Holidays.

**18.5 POST/BASE CLOSURES:**

The Post/Base Commander may decide to close all or part of the Post/Base in response to an unforeseen emergency or similar occurrence. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, acts of nature such as tornado, hurricane, earthquake, or a Post/Base disaster such as a natural gas leak or fire. Contractor personnel are considered non-essential personnel for purposes of any instructions given regarding a Post/Base closure. Contractor personnel should follow company guidance regarding working at alternate company locations.

If a decision to close all or part of the post/base is made during the normal duty hours and the decision is transmitted through official notification channels. Contractor employees shall notify the POC identified herein for the location, follow all instructions given, promptly secure all government furnished equipment (GFE) appropriately, and evacuate in an expedient but safe manner. If the POC identified herein for the location is not on-site at the time the notification is provided to close the post/base, Contractor employee(s) shall notify the POC by phone or notify the POCs designated representative.

If the decision is made to close the post/base after normal duty hours, the Government's designated representative at the location will notify the Contractor's designated representative for that location who, in turn and as necessary and appropriate, will notify the affected Contractor personnel

**18.6 OFFICE EQUIPMENT FOR USE BY THE CONTRACTOR/ACCESS TO GOVERNMENT SITES.**

A. The Contractor and its employees shall be knowledgeable and comply with all DoD, Secretary of the Navy (SECNAV), Office of Chief of Naval Operations (OPNAV) and local site instructions, policies and procedures regarding physical security in the performance of this PWS. The Contractor shall safeguard all Government property in assigned work areas and secure all Government material in its possession when not under direct physical control of Contractor employees.

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B. The Government will provide existing Government Furnished Equipment (hardware and software) and any additional equipment (hardware and software) requested by Contractor and determined necessary by the Government for the Contractor to perform tasks in this PWS. The Government will provide the Contractor with access to information technology (IT) equipment, software, systems and services, and Local Area Network (LAN) with internet connectivity during the performance of the services. The Government will be responsible for providing the following:

1. Building and base passes as required to provide access to necessary facilities during normal duty (working) hours.
2. Reasonable use of available office space and equipment to include use of a telephone, Facsimile (FAX), copy machines and a personal computer with word processing and spreadsheet software and email capability at CNAFR Headquarters.
3. Functional access to N6/Navy Marine Corps Internet (NMCI) systems/databases.
4. Access to various spaces to maintain control/accountability of the NMCI inventory.
5. NMCI Network access.
6. NMCI workstation and associated peripherals to support the accomplishments of tasks/duties assigned

**18.8 CONTRACTOR IDENTIFICATION.** Civilian contractor employee personnel shall identify themselves as contractors by wearing badges and/or other visible identification at all times, so their civilian contractor status is clearly known. Contractors must identify themselves as such in conversations, meetings, over the telephone, via e-mail and other mass media, and in informal and formal correspondence, and the like.

**18.9 EMPLOYEE AND VEHICLE IDENTIFICATION.** All Contractor employees shall obtain and display vehicle passes according to the Pass and Decal Office at the employee's primary work location. The Government will issue badges at no charge to all contracted employees. Each employee shall provide the information requested for an employee badge and vehicle pass. Government issued employee identification badges shall be worn at all times while on the Government installation. Badges shall be displayed on the contracted employees' outer clothing, above the waist, and shall be offered for inspection when requested by management, security or police personnel. Lost badges must be reported immediately to the issuing office. The COR will exercise complete control when granting or denying security identification badges. The contractor shall be accountable at all times for all security identification badges issued to its employees.

**18.10 UTILITIES.** The Government will furnish the necessary utility services required for the Contractor's performance under this PWS. Utility services will include water, electric, telephone, gas, sewage, steam, and fuel. The Contractor shall utilize these utility services only for the purpose of providing the support services of this PWS. The Contractor may use supplied utilities services only for the purposes of this PWS. The Contractor shall not change or alter any utility service or component.



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**18.11 TELEPHONE SERVICE.** Telephone service, instruments and lines at the base will be provided for Contractor use at no cost to the Contractor. Government furnished telephones and telephone lines are to be used for transaction of official business only. All Government furnished telephones will be subjected to security monitoring at all times. Contractor shall notify its employees of the Government's security monitoring system. The Contractor shall ensure that classified information is not discussed over Government supplied telephones and that DD Form 2056, Do Not Discuss Classified Information, is affixed to each Government furnished telephone. Contractor personnel shall not relocate Government-furnished telephone equipment or in any way tamper with the telephone distribution system. The Contractor shall contact the COR when changes/additions are needed for any Government telephones or network lines.

**18.12 POLICE AND FIRE PROTECTION.** The Government will maintain police and fire protection within the confines of each base facility.

**18.13 FACILITY MODIFICATIONS.** The Contractor shall submit all requests for facility modifications to the COR for approval prior to action. Approved Contractor requested modifications shall be completed at the Contractor's expense. The Contractor shall not perform or engage in alterations to the facilities without specific written authorization from the COR. If the requested alterations are necessary for compliance with OSHA, the Government will not unreasonably withhold such permission.

**18.14 SYSTEM MAINTENANCE AND TURN-OVER.** The Contractor shall ensure that Government furnished IT systems are maintained separately from the Contractor's furnished commercial systems, such as its financial management, personnel and other operating systems. The Government's furnished source programs, databases, operating systems and all modifications shall remain as Government property. The Contractor shall maintain and protect the systems and data for the duration of the contract; therefore, at the contract end date the Contractor shall return all current source and compiled programs, documentation, and data in a useable format consistent with the manner in which it was originally furnished or modified during the performance period, including any approved Contractor applications with databases. The Contractor shall ensure data is current, complete and readily accessible.

## **19.0 TRANSITION**

**19.1 TRANSITION PERIOD:** The contractor shall still be prepared to assume full responsibility for the effort, including full staffing, beginning 13 January 2015 unless otherwise noted.

## **20.0 TECHNICAL POINT OF CONTACT (TPOC) AND INSPECTION AND ACCEPTANCE**

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

**20.1 COR: To be completed at time of award.**

Fred Snowden

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CNAFR Code N43C,

Commander, Naval Air Force Reserve (CNAFR)

1915 Forrestal Drive,

Norfolk, VA 23511

W: 757-322-6754

FAX: 757-444-7559

[Fredrick.Snowden@navy.mil](mailto:Fredrick.Snowden@navy.mil)

20.2 **ACOR/TPOC:**

Name:

Address:

Phone:

FAX:

Email:

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## **SECTION D PACKAGING AND MARKING**

### **PROHIBITED PACKING/PACKAGING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### CLAUSES INCORPORATED BY FULL TEXT

#### INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the COR.

(End of Provision)

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	1/13/2015 - 1/12/2016
8100	1/13/2016 - 1/12/2017
8200	1/13/2017 - 1/12/2018

### CLIN - DELIVERIES OR PERFORMANCE

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

8000	1/13/2015 - 1/12/2016
8100	1/13/2016 - 1/12/2017
8200	1/13/2017 - 1/12/2018

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

8300	1/13/2018 - 1/12/2019
8400	1/13/2019 - 1/12/2020

Services to be performed hereunder will be provided at:

Commander, Fleet Logistics Support Wing  
1445 Burke Avenue  
Fort Worth, TX 76217-1445

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**SECTION G CONTRACT ADMINISTRATION DATA**

APPOINTMENT OF CONTRACTING OFFICER’S REPRESENTATIVE (FLC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer’s Representative(s) (COR) for this contract:

Fred Snowden  
 CNAFR Code N43C,  
 Commander, Naval Air Force Reserve (CNAFR)  
 1915 Forrestal Drive,  
 Norfolk, VA 23511  
 W: 757-322-6754  
 FAX: 757-444-7559  
 Email: frederick.snowden@navy.mil

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

_____	
NAME	CODE
_____	
MAIL ADDRESS	
_____	
TELEPHONE NUMBER	

(c) The COR will act as the Contracting Officer’s representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, 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. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

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## COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction, or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Ken Bullock  
 FLC Norfolk Contracting, Philadelphia Office  
 700 Robbins Ave., Bldg 2B, Code 290.1  
 Philadelphia, PA 19111-5083  
 215-697-9640

## CLAUSES INCORPORATED BY FULL TEXT

### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

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

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

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

Document type means the type of payment request or receiving report available for creation in Wide Area Work Flow (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--

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(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF W eb-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "W eb Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via W eb entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**2 - in - 1**

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

**See Section E**

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Inspect By DoDAAC	NA
Ship To Code	NA
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	N00072
Accept at Other DoDAAC	NA
LPO DoDAAC	N00072
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

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

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



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[frederick.snowden@navy.mil](mailto:frederick.snowden@navy.mil)

(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.

**Not applicable.**

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

(End of clause)

Accounting Data

SLINID	PR Number	Amount
8000	N0007215RC70006	150852.00
LLA :		
AA 1751806 72A0 252 00072 0 068566 2D C70006		
COST CODE: 0007257028NQ		

BASE Funding 150852.00  
Cumulative Funding 150852.00

MOD 01

8100	N0007216RC70083	150852.00
LLA :		
AB 1761806 72A0 251 00072 0 068566 2D C70083		
Cost Code: 0007267028NQ		

MOD 01 Funding 150852.00  
Cumulative Funding 301704.00

MOD 02

8200	N0007217RC70032	150852.00
LLA :		
AC 1771806 72A0 251 00072 0 068566 2D C70032		
Lot III, Option II, CLIN 8200, POP 13 JAN 2017 through 12 JAN 2018, COST CODE		
0007277028NQ		

MOD 02 Funding 150852.00  
Cumulative Funding 452556.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this task order, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade, or field, and holding any licenses required by law.

### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

### **Department of Navy Contractor Manpower Reporting - NMCARS 5237.102 (90)**

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

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

### LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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## **SECTION I CONTRACT CLAUSES**

**NOTE: ALL THE PROVISIONS AND CLAUSES OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER) PLUS THE FOLLOWING**

**INCORPORATED BY REFERENCE:**

**FAR 52.222-41 - SERVICE CONTRACT LABOR STANDARDS**

**FAR 52.222-43 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)**

**FAR 52.222-99, Establishing a minimum wage for contractors (deviation)**

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

**NAVSUP 5252.204-9400 Contractor Access to Federal Controlled Facility and/or Unclassified Sensitive Information or Unclassified IT Systems**

**09RA 52.217-9 -- Option to Extend the Term of the Contract. (mar 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

**252.232-7003 Electronic Submission of Payment Requests and Receiving Reports**  
**DFARS 252.201-7000, Contracting Officer's Representative**

**DFARS 252.215-7008 ONLY ONE OFFER (JUN 2012)**

(a) The provision at FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data other Than Certified Cost or Pricing Data, with any alternate included in this solicitation, does not take effect unless the Contracting Officer notifies the offeror that—

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Upon such notification, the offeror agrees, by submission of its offer, to provide any data requested by the Contracting Officer in accordance with FAR 52.215-20.

(c) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

## **NON-DISCLOSURE AND NON-USE OF INFORMATION AND/OR DATA**

(a) Sensitive and/or Proprietary Information and/or Data

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In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and/or data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliberative information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third party information including but not limited to the research, development, products, trade secrets, and know-how of other contractors. All such information and/or data shall be deemed to be "sensitive and/or proprietary," whether or not designated or marked.

(b) PPBE Documents and Data

Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors who obtain, receive, or learn of PPBE documents and data in the course of performance of this contract shall restrict its access to the minimum number of contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non-Government procurements shall be provided access to PPBE documents or data. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or gains knowledge of such information and/or data as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Information and/or Data" provision.

(c) Non-Disclosure of Information and/or data

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such information and/or data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

(d) Non-Use of Information and/or Data

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such information and/or data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such information and/or data except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need-to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(e) Non-Disclosure/Non-Use Agreements

(1) Before any of the Contractor's personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(A) He/she shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned by him/her as a result of performance of this contract only to contractor personnel directly performing under this

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contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

(B) He/she shall not disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(C) He/she shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(D) He/she shall not use or consider sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

(2) Any access by contractor personnel or the personnel of any tier subcontractor to the Navy's Program Budget Information System (PBIS) requires specific authorization. Such access will only be provided when necessary for performance of the contract's requirements. A separate "PBIS Data Access Certificate of Nondisclosure" must be signed and provided to the designated PBIS administrator before such access will be authorized.

(3) In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn sensitive and/or proprietary information and/or data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the sensitive and/or proprietary information and/or data provided by the entity.

(f) Requirement to Disclose Sensitive and/or Proprietary Information and/or data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(g) Exception

This "Non-Disclosure and Non-Use of Information and/or Data" provision does not apply to information and/or data that (i) Contractor knew before the Navy disclosed it; (ii) has become publicly known through no wrongful act of Contractor; or (iii) the Contractor developed independently, as evidenced by appropriate documentation. The Contractor shall be responsible for ensuring that all contractor personnel who obtain such data/information understand and abide by the terms of this provision.

(h) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Information and/or Data" provision is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Information and/or Data" provision may also adversely affect the Contractor's past performance rating for consideration under future acquisitions.

(i) Non-disclosure/Non-Use Agreements

The Contractor shall maintain all non-disclosure and non-use of data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer or the Contracting Officer's designated representative.

(j) Disposal of Documents

Upon completion of the tasks assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and/or data (including any copies or reproductions thereof) in its possession or control.

**Note:** The subcontractors shall comply with and be bound by the "Non-Disclosure and Non-Use of Data" clause.

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The contractor shall ensure that this clause flows down to any subcontracts/agreements with subcontractors performing under this task order.

(END OF CLAUSE)

#### **252.239-7017 NOTICE OF SUPPLY CHAIN RISK (NOV 2013)**

(a) Definition. Supply chain risk, as used in this provision, means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a national security system (as that term is defined at 44 U.S.C. 3542(b)) so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system.

(b) In order to manage supply chain risk, the Government may use the authorities provided by section 806 of Public Law 111-383. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

(c) If the Government exercises the authority provided in section 806 of Pub. L. 111-383 to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

#### **52.204-2 SECURITY REQUIREMENTS (AUG 1996)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

#### **252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)**

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

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(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Past Performance Form

Wage Determination 05-2513 (Rev. -14)

DD254