

2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 06-Jan-2015	4. REQUISITION/PURCHASE REQ. NO. 1300468082	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S0512A

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

DCMA LOS ANGELES  
16111 Plummer Street, Building 10, 2nd Floor  
North Hills CA 91343-2036

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CJSeto Support Services, LLC 2300 Knoll Drive, Unit G Ventura CA 93003-8058	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7662-FK01 10B. DATED (SEE ITEM 13) 23-Sep-2014
CAGE CODE      1NAP7      FACILITY CODE	[X]

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) 252.232-7007, Limitation of Government's Obligation

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) Catherine T Purvis, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 06-Jan-2015
(Signature of person authorized to sign)	BY <u>/s/Catherine T Purvis</u> (Signature of Contracting Officer)

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## GENERAL INFORMATION

The purpose of this modification is to provide incremental funding. All other terms and conditions remain unchanged.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$281,765.00 by \$39,801.60 to \$321,566.60.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8000AR	WCF	0.00		

The total value of the order is hereby increased from \$605,310.58 by \$39,801.60 to \$645,112.18.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8000AR	0.00		

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

CLIN/SLIN	From	To
8000AR		9/23/2014 - 9/22/2015

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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		Non-personal professional services to assist NAVSUP FLCNorfolk Supply Management Department Midwest (SMDMW) in meeting their mission. Tasks include technical, data management, material management, and administrative support.				
8000AA	R699	NAVFAC - Data andMaterial Management IAW 2.1 of the PWS (WCF)	12.0	MO		
8000AB	R699	Small Arms - Dataand Material Management IAW 2.2 of the PWS (WCF)	12.0	MO		
8000AC	R699	DRMO Tasking - Data and MaterialManagement IAW 2.3 of the PWS (WCF)	12.0	MO		
8000AD	R699	Records - Data and Material Management IAW 2.4 of the PWS (WCF)	12.0	MO		
8000AE	R699	HAZMAT - Data andMaterial Management IAW 2.5 of the PWS (WCF)	12.0	MO		
8000AF	R699	FRONT OFFICE - Data Management and Administrative Support IAW 2.6 of the PWS (WCF)	12.0	MO		
8000AG	R699	Transportation Financial Analysis IAW 2.7 of the PWS (WCF)	12.0	MO		
8000AH	R699	NAVFAC - MaterialManagement and Warehousing IAW 2.8 of the PWS (WCF)	12.0	MO		
8000AL	R699	Additional funding for SLIN 8000AB (O&MN,N)	12.0	MO		
8000AM	R699	Additional Funding for SLIN 8000AA (WCF)	1.0	LO		
8000AN	R699	Additional funding for SLIN 8000AB (WCF)	1.0	LO		
8000AP	R699	Additional funding for SLIN 8000AD (WCF)	1.0	LO		
8000AR	R699	Additional funding for SLIN 8000AC (WCF)	1.0	LO		
8001		Non-personal professional services to assist NAVSUP FLCNorfolk Supply Management Department Midwest (SMDMW) in meeting their mission. Tasks include technical, data management, material management, and administrative support.				
8001AA	R699	NAVFAC - Data andMaterial Management IAW 2.1 of the PWS (WCF)  Option	12.0	MO		
8001AB	R699	Small Arms - Dataand Material Management IAW 2.2 of the PWS (WCF)  Option	12.0	MO		

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001AC	R699	DRMO Tasking - Data and Material Management IAW 2.3 of the PWS (O&MN,N)  Option	12.0	MO		
8001AD	R699	Records - Data and Material Management IAW 2.4 of the PWS (WCF)  Option	12.0	MO		
8001AE	R699	HAZMAT - Data and Material Management IAW 2.5 of the PWS (WCF)  Option	12.0	MO		
8001AF	R699	FRONT OFFICE - Data Management and Administrative Support IAW 2.6 of the PWS (WCF)  Option	12.0	MO		
8001AG	R699	Transportation Financial Analysis IAW 2.7 of the PWS (WCF)  Option	12.0	MO		
8001AH	R699	NAVFAC - Material Management and Warehousing IAW 2.8 of the PWS (WCF)  Option	12.0	MO		
8002		Non-personal professional services to assist NAVSUP FLC Norfolk Supply Management Department Midwest (SMDMW) in meeting their mission. Tasks include technical, data management, material management, and administrative support.				
8002AA	R699	NAVFAC - Data and Material Management IAW 2.1 of the PWS (WCF)  Option	12.0	MO		
8002AB	R699	Small Arms - Data and Material Management IAW 2.2 of the PWS (WCF)  Option	12.0	MO		
8002AC	R699	DRMO Tasking - Data and Material Management IAW 2.3 of the PWS (WCF)  Option	12.0	MO		
8002AD	R699	Records - Data and Material Management IAW 2.4 of the PWS (WCF)  Option	12.0	MO		
8002AE	R699	HAZMAT - Data and Material Management IAW 2.5 of the PWS (WCF)  Option	12.0	MO		
8002AF	R699	FRONT OFFICE - Data Management and Administrative Support IAW 2.6 of the PWS (WCF)	12.0	MO		

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
8002AG	R699	Transportation Financial Analysis IAW 2.7 of the PWS (WCF)	12.0	MO		
		Option				
8002AH	R699	NAVFAC - Material Management and Warehousing IAW 2.8 of the PWS (WCF)	12.0	MO		
		Option				
8003		Non-personal professional services to assist NAVSUP FLCNorfolk Supply Management Department Midwest (SMDMW) in meeting their mission. Tasks include technical, data management, material management, and administrative support.				
8003AA	R699	NAVFAC - Data and Material Management IAW 2.1 of the PWS (WCF)	12.0	MO		
		Option				
8003AB	R699	Small Arms - Data and Material Management IAW 2.2 of the PWS (WCF)	12.0	MO		
		Option				
8003AC	R699	DRMO Tasking - Data and Material Management IAW 2.3 of the PWS (WCF)	12.0	MO		
		Option				
8003AD	R699	Records - Data and Material Management IAW 2.4 of the PWS (WCF)	12.0	MO		
		Option				
8003AE	R699	HAZMAT - Data and Material Management IAW 2.5 of the PWS (WCF)	12.0	MO		
		Option				
8003AF	R699	FRONT OFFICE - Data Management and Administrative Support IAW 2.6 of the PWS (WCF)	12.0	MO		
		Option				
8003AG	R699	Transportation Financial Analysis IAW 2.7 of the PWS (WCF)	12.0	MO		
		Option				
8003AH	R699	NAVFAC - Material Management and Warehousing IAW 2.8 of the PWS (WCF)	12.0	MO		
		Option				
8004		Non-personal professional services to assist NAVSUP FLCNorfolk Supply Management Department Midwest (SMDMW) in meeting their mission. Tasks include technical, data management, material management, and administrative support.				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8004AA	R699	NAVFAC - Data and Material Management IAW 2.1 of the PWS (WCF)  Option	12.0	MO		
8004AB	R699	Small Arms - Data and Material Management IAW 2.2 of the PWS (WCF)  Option	12.0	MO		
8004AC	R699	DRMO Tasking - Data and Material Management IAW 2.3 of the PWS (WCF)  Option	12.0	MO		
8004AD	R699	Records - Data and Material Management IAW 2.4 of the PWS (WCF)  Option	12.0	MO		
8004AE	R699	HAZMAT - Data and Material Management IAW 2.5 of the PWS (WCF)  Option	12.0	MO		
8004AF	R699	FRONT OFFICE - Data Management and Administrative Support IAW 2.6 of the PWS (O&MN,N)  Option	12.0	MO		
8004AG	R699	Transportation Financial Analysis IAW 2.7 of the PWS (WCF)  Option	12.0	MO		
8004AH	R699	NAVFAC - Material Management and Warehousing IAW 2.8 of the PWS (WCF)  Option	12.0	MO		

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS) For NAVSUP Fleet Logistics Center (FLC)

Norfolk Supply Management Department Midwest (SMDMW) Crane, IN

#### 1.0 SCOPE

The scope of this Performance Work Statement (PWS) describes the level of effort required to support NAVSUP FLC SMDMW Crane to provide non-personal technical, data management, material management, and administrative support services.

**2.0 REQUIREMENTS.** The contractor shall furnish labor by qualified personnel. All personnel must obtain and maintain a Secret security clearance.

#### 2.1 NAVFAC – Data and Material Management

The contractor shall provide support services in the development, execution, policies, program and practices that control, protect, deliver and enhance the value of data and information flow.

The contractor shall provide skilled personnel to organize, store and retrieve information using a wide range of techniques and database systems for information management and interaction internally and between other entities/customers.

Data Management includes hard copy and electronic information.

Contractor is responsible for planning, organizing, and control of the flow of materials in an accountable manner.

Contractor is responsible for the parts and material management function in support of work requests generated to NAVFAC Crane from various customers thru the vendor.

Contractor will interact with a diverse group of personnel, including craftsmen, engineers, engineering technicians, supply personnel, and vendors to coordinate project material availability and delivery.

Contractor examines requests for procurement to assure a complete and accurate description of material; resolves all discrepancies in material requests.

Contractor will extract technical description information and coordinate requirements for material not available throughout normal channels.

Contractor will monitor material to ensure compatibility with established schedules and mission requirements.

Contractor shall be required to electronically input/extract information using numerous databases utilizing Government and non-Government software programs included but not limited to Single Platform Maximo.

Contractor utilizes Single Platform Maximo automated system to track material status and to keep others informed of order and projected/actual delivery dates.

Contractor coordinates with craftsman and project managers to develop and procure a list of frequently used material.

Contractor monitors material actions to proactively identify delays, to resolve and ensure zero impact to the NAVFAC customer.

Contractor will effectively communicate both orally and in writing with NAVFAC personnel, vendors, and Supply personnel.

Contractor will answer recurring inquiries regarding the status of requisitions, delivery of material and other questions received from customers, storage depots of other organizations.

Communications will be to provide material characteristic requirements, material availability, coordination of material delivery to meet the NAVFAC work schedule and approval of material requests.

Incumbent's performance impacts NAVFAC's ability to meet established work schedules, including work stoppages, expiring funds work and customer mission requirements. Overall work is evaluated in terms of planning and providing of material support and the progress made in achieving material schedules and objectives. Success is ensuring material is available to meet NAVFAC project schedules to assure material availability and avoid work stoppages.

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

#### 2.2 Small Arms - Data and Material Management

The contractor shall provide support services in the development, execution, policies, program and practices that control, protect, deliver and enhance the value of data and information flow.

The contractor must provide skilled personnel to organize, store and retrieve information using a wide range of techniques and database systems for information management and interaction internally and between other entities/customers.

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Data Management includes hard copy and electronic information.

Contractor is responsible for planning, organizing, and control of the flow of materials in an accountable manner.

Contractor shall provide inventory management functions including but not limited to processing on and offstation requisitions, extracting and reviewing data for management reports to update and change inventory records including consolidating record.

Contractor shall provide customer assistance on status of requisitions and advise them on various actions including shipping status.

Contractor shall coordinate and follow up on shipping of weapons.

Contractor works closely with Navy Registry to ensure units have the required allowance approval to receipt weapons.

Contractor works closely with NSWC Crane Small Arms item manager to ensure all actions are done in a timely manner.

Contractor shall scan/upload documentation into Government software programs, i.e. ERP, Laserfiche, folders, files as needed to ensure easy access.

Contractor shall be required to electronically input/extract information using numerous databases utilizing Government and non-Government software programs included but not limited to Enterprise Resource Planning (ERP), Supply Small Arms (SUSA), Web Federal Logistics Information Services (Webflis) and Federal Logistics (FedLog).

Contractor is responsible for issuing, receiving, tracking and maintaining records and reports.

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

### **2.3 DRMO TASKING - Data and Material Management**

The contractor shall provide support services in the development, execution, policies, program and practices that control, protect, deliver and enhance the value of data and information flow.

The contractor must provide skilled personnel to organize, store and retrieve information using a wide range of techniques and database systems for information management and interaction internally and between other entities/customers.

Data Management includes hard copy and electronic information.

Contractor is responsible for planning, organizing, and control of the flow of materials in an accountable manner.

Contractor will provide disposal guidance and assistance with excess material being transferred to Defense Reutilization marketing Office (DRMO).

Contractor may be responsible for performing the DEMIL requirements.

Contractor will interact with a diverse group of personnel to coordinate excess material disposal.

Contractor shall have access to Federal Logistics (FedLog) and/or Web Federal Logistics Information Services (Webflis) to obtain assigned demil code.

Contractor shall ensure material being transferred to DRMO matches turn in documents and has accurate documentation. Ensure documents are signed, dated and attached to material. Material shall be packed in containers and palletize for shipment.

Contractor shall arrange trucks for delivery of material to DRMO.

Contractor provides detailed instructions and in-process guidance to personnel regarding disposal of material regarding downgrading of property to scrap items requiring special handling of potentially hazardous, toxic or environmental pollutants and chemicals.

Contractor shall be required to electronically input/extract information using numerous databases utilizing Government and non-Government software programs included but not limited to Enterprise Resource Planning (ERP), Web Federal Logistics Information Services (Webflis) and Federal Logistics (FedLog).

Contractor shall scan/upload documentation into Government software programs, i.e. ERP, Laserfiche, folders, files as needed to ensure easy access.

Contractor is responsible for issuing, receiving, tracking and maintaining records and reports.

Contractor will be responsible for generating 1348 documents in ERP.

Contractor must have a forklift license.

Contractor must provide two laptop computers.

Have hazardous substance training; Contractor will be responsible for evacuation of hazardous substances as approved by environmental protection.

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

### **2.4 Records - Data and Material Management**

The contractor shall provide support services in the development, execution, policies, program and practices that control, protect, deliver and enhance the value of data and information flow.



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The contractor must provide skilled personnel to organize, store and retrieve information using a wide range of techniques and database systems for information management and interaction internally and between other entities/customers.

Data Management includes hard copy and electronic information.

Contractor is responsible for planning, organizing, and control of the flow of materials in an accountable manner.

Contractor shall provide inventory management functions including but not limited to processing on and off station requisitions, extracting and reviewing data for management reports to update and change inventory records including consolidating records.

Contractor shall provide customer assistance on status of requisitions and advise them on various actions including shipping status.

Contractor shall scan/upload documentation into Government software programs, i.e. ERP, Laserfiche, folders, files as needed to ensure easy access.

Contractor shall be required to electronically input/extract information using numerous databases utilizing Government and non-Government software programs included but not limited to Enterprise Resource Planning (ERP), Supply Small Arms (SUSA), Web Federal Logistics Information Services (Webflis) and Federal Logistics (FedLog).

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

## **2.5 HAZMAT -Data and Material Management**

The contractor shall provide support services in the development, execution, policies, program and practices that control, protect, deliver and enhance the value of data and information flow.

The contractor must provide skilled personnel to organize, store and retrieve information using a wide range of techniques and database systems for information management and interaction internally and between other entities/customers.

Data Management includes hard copy and electronic information.

Contractor is responsible for planning, organizing, and control of the flow of materials in an accountable manner.

The contractor shall provide technical and non-personals hazardous material (HM) management support services to the Program Manager as required to maintain the Hazardous Material Program at Naval Support Activity (NSA) Crane and tenant Activities.

Contractor shall be required to evaluate the Hazardous Material for compliance purposes. Contractor is required to assess current implementation status of the HM program, recommend appropriate implementation actions, conduct inventories/inspections, provide photo documentation, set up databases, conduct feasibility studies, conduct studies and make recommendations for storing of hazardous materials, assess future software updates, evaluate Materials Safety Data Sheet (MSDS) requirements, perform program effectiveness evaluations, assist in complete implementation of the HM program, provide MSDS input to the database and input into the HM management software program. NSA Crane and its tenants currently have 5000 plus items in the HM inventory.

Contractor shall provide maintenance of the MSDS database tracking system including but not limited to implementing MSDS ADOBE ACROBAT 8 Professional software by scanning hard copies of MSDSs into digital format, facilitating searching linkages of scanned MSDSs with required fields, facilitating full function software in order to meet regulatory compliance, providing technical and clerical support to prepare data management of HM inventories/usage, coordinating with HM coordinators, vendors, and other personnel, and maintaining an Authorized Use List (AUL). Contractor shall develop training and/or update existing training as needed and provide training to personnel as required to implement HM program requirements and maintain compliance.

Contractor shall prepare/update applicable notices, Standard Operating Procedures (SOP) and instructions as requested. Contractor shall provide all support to gather required data packages and transfer data from current HM tracking systems, Regional Hazardous Inventory Control System (RHICS) to a new tracking system, Navy Enterprise Resource Planning (N-ERP) as required.

Contractor shall provide reports to the Environmental Protection Branch from the HM tracking systems to enable them to complete their Emergency Planning Community Right to Know Act (EPCRA) reports, including the 301-303 (Emergency Planning Notification, 311/312 (Tier II Report) and 313 (Form R Toxic Release Inventory).

Contractor will attend training as needed to maintain knowledge of regulatory requirements. Contractor shall respond to data calls as received.

Contractor shall be required to electronically input/extract information using numerous databases utilizing Government and non-Government software programs included but not limited to Enterprise Resource Planning (ERP), Hazardous material Management Software Program, and MSDS ADOBE Acrobat 8 Professional.

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

## **2.6 FRONT OFFICE - Data Management and Administrative Support**

The contractor shall provide support services in the development, execution, policies, program and practices that control, protect, deliver and enhance the value of data and information flow.

The contractor must provide a skilled employee to organize, store and retrieve information using a wide range of techniques and database systems for information management and interaction internally and between other entities/customers.

Data Management includes hard copy and electronic information.

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The contractor provides administrative and office support for the SMDMW Department Director and Staff.

Contractor must perform and coordinate office administrative activities such as storing, retrieving, and integrating information for dissemination to staff and customers. Contractor serves as information and communication manager to: plan and schedule meetings and appointments; answer the phone; organize and maintain paper and electronic files; manage projects; conduct research and disseminate information by using the telephone, mail services, web sites and e-mail.

Contractor is responsible for maintaining the SMDMW, Code 410, daily calendar and coordinating appointments with complete authority for commitment of time, based on knowledge of schedules. This position requires communication with incoming and outgoing personnel. Contractor will be responsible for making arrangements for conferences, including scheduling, and assembling background material. Contractor will act as a primary liaison with different organizations in support of retirement, awards, presentations, social events for the department. Contractor will be responsible for reviewing incoming correspondence and distributing information.

Contractor will maintain a record of time-sensitive correspondence and ensure correspondence deadlines are met.

Contract will prepare and review all correspondence to ensure all information is included. Contractor will prepare department designation memos.

Contractor shall attend weekly staff meetings, update agenda, and action items for the meeting, and responsible for operating computer and taking notes during the meeting. Contractor is

responsible for inputting telephone requests for department and sending weekly newsletters. Contractor organizes travel requests and guest arrangements.

Contractor coordinates and analyzes development of the department manpower listing for use in short and long range operating plans and provided updates. Contractor will assist managers with creating and updating position descriptions. Contractor provides analysis of the department awards program and provides management with summary reports and recommendations. This program includes: reviewing awards given in the department including those from the performance appraisal review system (PARS), beneficial suggestion program, group awards, and special act citations. Contractor ensures that awards comply with Navy and Center policies and procedures.

Contractor develops, refines, and interprets data to deal with periodic surges that occur in SMDMW workload and demands. Inherent in this is the ability to condense vast quantities of data into summary format that can be used to evaluate ongoing processes or make decisions about resources, strategies and process changes. Certain repeatable patterns are evident in SMDMW workload. Annual fluctuations due to end of FY purchase, start and end of quarter surges in repairables workload, pre-deployment surges and post deployment retrograde are all observable, long term, repeatable phenomena that affect the organization.

Contractor will serve as Department Safety Coordinator. Contractor will coordinate and participate in investigations of all safety incidents. Contractor shall review administrative audits and investigative reports in determining if appropriate changes or corrective action is needed. Contractor performs research and analysis as required for the establishment of department safety processes and procedures, preparing updates as appropriate. Contractor is required to implement the processes, notifying personnel and providing training and guidance as needed. Contractor must maintain department safety board. Contractor shall keep managers abreast of changes in policy, procedures, etc.

Contractor serves as the Department Training Coordinator. Contractor will provide guidance, assistance, and analysis for the education benefits of the organization. Contractor will advise on the potential benefits to improve the efficiency of program operations through the training opportunities. These include the mandatory, certification required and elective courses held on site or off-site.

Contractor must use a variety of office equipment, such as fax machines, photocopiers, scanners, and videoconferencing and telephone systems. Contractor must use computers to create spreadsheets, compose correspondence, manage databases, and create presentations, reports, and documents using desktop publishing software and digital graphics.

Contractor shall be required to electronically input/extract information using numerous databases utilizing Government and non-Government software programs included but not limited to Enterprise Resource Planning (ERP) and Excel.

Contractor must be able to use a variety of office equipment such as fax machines, photocopiers, scanners, and videoconferencing and telephone equipment; computers to create spreadsheets, compose correspondence, manage databases and create presentations, reports and documents using desktop publishing software and digital graphics.

The contractor shall coordinate with vendors to maintain and examine leased equipment, purchase supplies, manage areas such as stockrooms or corporate libraries and retrieve data from various sources.

Contractor will be the Key Custodian.

Contractor will be responsible for Human Resource duties such as coordinating vacancies, inputting data into forms and routing forms for signature.

Contractor will monitor and maintain the Mentor Program.

Contractor will be the Building Energy Monitor.

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

## **2.7 Transportation Financial Analysis -**

Contractor shall provide personnel to perform tracking, validation, payment, cross-referencing and reconciling balances for various transportation billings. This shall include coordinating with various commercial carriers, vendors, customers and payment methods to determine validity of payment amount and the proper transportation accounting code taking into consideration the material characteristics, and cost effectiveness.

Contractor shall research and resolve rejects using the right processes and forms.

Contractor will provide inbound/outbound shipping and financial support to NSWC and off Center transportation centers.

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Contractor shall provide support in evaluating and researching shipping information and financial data. This will include inputting and correcting financial transactions, identifying and analyzing problems that are identified and assisting in resolving problems.

Contractor will primarily utilize Power Track, MTMS-FM, ETA, FACTS, other DOD systems as dictated by requirements and commercial carrier systems to maintain, extract and update data. This includes inputting and correcting financial transactions, identifying and analyzing problems that are identified and assisting in resolving problems.

Contractor will Investigate audit exceptions when billed amount for transportation cost is over initial invoice amount.

Contractor will process carrier and buyer e-bills that were not electronically submitted through initial shipment process.

Contractor gathers monthly transportation costs to ensure transportation Account Code accuracy and researches , makes recommendations and resolves billing against NSWC lines of accounting. Contractor reviews various documents requesting payment for transportation funds. Contractor sends monthly cost statement to the Defense Finance and Accounting Service or NSWC for certification.

Contractor will serve as Powertrack/Syncada subject matter expert to troubleshoot issues, answer questions, and provide assistance for problem resolution on all Power/Syncada payment issues.

Contractor generates a monthly cost spreadsheet for the NSWC financial team for the total payment due on the NSWC financial code.

Contractor troubleshoots, answers questions, and provides assistance on all matters pertaining to NSWC financial transportation obligations.

Contractor organizes (by date, type, and mode of transportation) commercial bills of lading into groups for scanning into laserfiche database for future reference by transportation and freight rate specialists. Contractor will shred all scanned electronically archived documents.

Goal is to validate NSWC transportation charges and decrease NSWC overhead expenditures by identifying responsible NSWC program or a third party billing redirect.

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

Contractor will be responsible for providing an outline of processes for the financial research duties that is performed in the form of a desk guide. Desk guide will be provided to the Government RTA.

## **2.8 NAVFAC - Material Management and Warehousing -**

Contractor is responsible for planning, organizing, and control of the flow of materials in an accountable manner.

Contractor will responsible for maintaining NAVFAC warehouses. The Contractor shall provide accountability and control of materials in the NAVFAC warehouses throughout the processes of receipt, storage, inventory, and issue. Contractor shall be responsible for keeping the warehouses in a clean and orderly manner. This will include getting rid of cardboard boxes and other packing material.

Contractor shall team with the customers to identify excess materials and determine appropriate disposition.

Contractor shall be responsible for performing location surveys and/or inventory counts for material in NAVFAC warehouses.

Contractor must have a license to operate a forklift and a valid driver's license. Contractor will be required to drive a 5-ton truck to deliver material to the work site.

Contractor duties consist of receipt, issue, stage and material movement within and outside the designated NAVFAC warehouses.

Contractor must attach condition code tags and/or labels when appropriate.

Contractor is responsible for maintaining hard copy and electronic information.

Contractor must identify unrecorded material and provide documentation to record material in Maximo.

Contractor shall research, identify and catalog material.

Contractor shall perform general warehousing functions to receive, store, issue, and stage material.

Contractor will be responsible for doing receipt and issue transactions in Maximo.

Contractor will be responsible for research, identifying and catalog of material.

Contractor shall keep a complete inventory of materials to include quantity, stock number/part number, location unit price, and overall dollar amount. Materials shall be properly labeled, secured and identified to ensure accountability at all time. Inventory reports shall be accessible to the customer for review and analysis. Inventories will be conducted as requested. Any inventory discrepancies shall be identified, research and resolved to eliminate material impacts. Any problem areas shall be identified and corrective actions shall be developed to ensure the integrity and accuracy of inventory records.

The contractor shall provide support services in the development, execution, policies, program and practices that control, protect, deliver and enhance the value of data and information flow.

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The contractor shall provide skilled personnel to organize, store and retrieve information using a wide range of techniques and database systems for information management and interaction internally and between other entities/customers.

Contractor is responsible for planning, organizing, and control of the flow of materials in an accountable manner.

Contractor is responsible for the parts and material management function in support of work requests generated to NAVFAC Crane from various customers thru the vendor.

Contractor will interact with a diverse group of personnel, including craftsmen, engineers, engineering technicians, supply personnel, and vendors to coordinate project material availability and delivery.

Contractor examines requests for procurement to assure a complete and accurate description of material; resolves all discrepancies in material requests.

Contractor will extract technical description information and coordinate requirements for material not available through normal channels.

Contractor will monitor material to ensure compatibility with established schedules and mission requirements.

Contractor shall be required to electronically input/extract information using numerous databases utilizing Government and non-Government software programs included but not limited to Single Platform Maximo, Web Federal Logistics Information Services (Webflis), and Trade Service Catalogs.

Contractor utilizes Single Platform Maximo automated system to track material status and to keep others informed of order and projected/actual delivery dates.

Contractor coordinates with craftsman and project managers to develop and procure a list of frequently used material.

Contractor monitors material actions to proactively identify delays, to resolve and ensure zero impact to the NAVFAC customer.

Contractor will effectively communicate both orally and in writing with NAVFAC personnel, vendors, and Supply personnel.

Contractor will answer recurring inquiries regarding the status of requisitions, delivery of material and other questions received from customers, storage depots of other organizations.

Communications will be to provide material characteristic requirements, material availability, coordination of material delivery to meet the NAVFAC work schedule and approval of material requests.

Incumbent's performance impacts NAVFAC's ability to meet established work schedules, including work stoppages, expiring funds work and customer mission requirements. Overall work is evaluated in terms of planning and providing of material support and the progress made in achieving material schedules and objectives. Success is ensuring material is available to meet NAVFAC project schedules to assure material availability and avoid work stoppages.

Contractor will have access to government buildings and government computer systems. See 4.0 Security.

### 3.0 DATA DELIVERABLES

All deliverables shall be submitted via email in Microsoft compatible format. Deliverables shall be submitted with the monthly status report. If earlier delivery is required then the deliverable shall be via email to the appropriate distribution and referenced in the next month status report.

The Contractor shall provide a Monthly Report to include: labor expenditures; summary of work provided; detailed explanation of any problems identified; labor support segregated by program for billing purposes; and other metrics to reflect the support provided.

The monthly report shall be received by the Government no later than the 10<sup>th</sup> of each month.

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVSUP FLC Norfolk 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>.

The Contractor will be provide a desk guide of the processes for the financial research duties that is performed for the Transportation Financial Analysis tasking (PWS 2.7). Desk guide will be provided to the Government RTA.

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**4.0 SECURITY**

All contractor employees will be required to have a secret security clearance and be required to have a current background investigation.

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## SECTION D PACKAGING AND MARKING

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## SECTION E INSPECTION AND ACCEPTANCE

### QUALITY ASSURANCE SURVEILLANCE PLAN

**Purpose:** To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. **Critical performance processes and requirements.** Critical to the performance of logistics support services is the timely, accurate and thorough completion of all contract/task order requirements.
2. **Performance Standards**
  - a. **Schedule** - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
  - b. **Deliverables** – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
  - c. **Past Performance** - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.
3. **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.
4. **Performance Measurement:** Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Data Deliverables IAW Paragraph 3.0 of the PWS	Contract deliverables furnished as prescribed in the PWS.	Inspection by the TOM	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.  >95% free of errors.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the TOM	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract	Review & acceptance of the	Monthly	100% accuracy

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procedures are invoice  
timely and accurate.

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

Incentives/Disincentives:

The TOM's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the TOM'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.

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 of the 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.



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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000AA	9/23/2014 - 9/22/2015
8000AB	9/23/2014 - 9/22/2015
8000AC	9/23/2014 - 9/22/2015
8000AD	9/23/2014 - 9/22/2015
8000AE	9/23/2014 - 9/22/2015
8000AF	9/23/2014 - 9/22/2015
8000AG	9/23/2014 - 9/22/2015
8000AH	9/23/2014 - 9/22/2015
8000AL	9/23/2014 - 9/22/2015
8000AM	9/23/2014 - 9/22/2015
8000AN	9/23/2014 - 9/22/2015
8000AP	9/23/2014 - 9/22/2015
8000AR	9/23/2014 - 9/22/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

8000AA	9/23/2014 - 9/22/2015
8000AB	9/23/2014 - 9/22/2015
8000AC	9/23/2014 - 9/22/2015
8000AD	9/23/2014 - 9/22/2015
8000AE	9/23/2014 - 9/22/2015
8000AF	9/23/2014 - 9/22/2015
8000AG	9/23/2014 - 9/22/2015
8000AH	9/23/2014 - 9/22/2015
8000AL	9/23/2014 - 9/22/2015
8000AM	9/23/2014 - 9/22/2015
8000AN	9/23/2014 - 9/22/2015
8000AP	9/23/2014 - 9/22/2015
8000AR	9/23/2014 - 9/22/2015

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

8001AA	9/23/2015 - 9/22/2016
8001AB	9/23/2015 - 9/22/2016
8001AC	9/23/2015 - 9/22/2016

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8001AD	9/23/2015 - 9/22/2016
8001AE	9/23/2015 - 9/22/2016
8001AF	9/23/2015 - 9/22/2016
8001AG	9/23/2015 - 9/22/2016
8001AH	9/23/2015 - 9/22/2016
8002AA	9/23/2016 - 9/22/2017
8002AB	9/23/2016 - 9/22/2017
8002AC	9/23/2016 - 9/22/2017
8002AD	9/23/2016 - 9/22/2017
8002AE	9/23/2016 - 9/22/2017
8002AF	9/23/2016 - 9/22/2017
8002AG	9/23/2016 - 9/22/2017
8002AH	9/23/2016 - 9/22/2017
8003AA	9/23/2017 - 9/22/2018
8003AB	9/23/2017 - 9/22/2018
8003AC	9/23/2017 - 9/22/2018
8003AD	9/23/2017 - 9/22/2018
8003AE	9/23/2017 - 9/22/2018
8003AF	9/23/2017 - 9/22/2018
8003AG	9/23/2017 - 9/22/2018
8003AH	9/23/2017 - 9/22/2018
8004AA	9/23/2018 - 9/22/2019
8004AB	9/23/2018 - 9/22/2019
8004AC	9/23/2018 - 9/22/2019
8004AD	9/23/2018 - 9/22/2019
8004AE	9/23/2018 - 9/22/2019
8004AF	9/23/2018 - 9/22/2019
8004AG	9/23/2018 - 9/22/2019
8004AH	9/23/2018 - 9/22/2019

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

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative  
Carol A Steele, NAVSUP FLC Norfolk SMDW  
300 Highway 361  
Crane, IN 47553  
carol.steele@navy.mil  
812-854-3477

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

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

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

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

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

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

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

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

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

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

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

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

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

2 in 1

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

Government Location

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

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Pay Official DoDAAC: HQ0338  
 Issue By DoDAAC: N00189  
 Admin DoDAAC: S1109A  
 Inspect By DoDAAC  
 Ship To Code N40295 NORF  
 Ship From Code  
 Mark For Code  
 Service Approver (DoDAAC)  
 Service Acceptor (DoDAAC)  
 Accept at Other DoDAAC N40295 NORF  
 LPO DoDAAC  
 DCAA Auditor DoDAAC  
 Other DoDAAC

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

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

[carol.steele@navy.mil](mailto:carol.steele@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.

N/A

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

(End of clause)

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

**CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES CONTACTS WILL BE PROVIDED AFTER AWARD.**

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

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;

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c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or d. Arranging the post award conference (See FAR 42.503).

CATHY PURVIS  
 NAVSUP FLEET LOGISTICS CENTER NORFOL  
 1968 GILBERT STREET, SUITE 600  
 NORFOLK, VA 23511  
 757-443-1352

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

CANDACE REID  
 NAVSUP FLEET LOGISTICS CENTER NORFOL  
 1968 GILBERT STREET, SUITE 600  
 NORFOLK, VA 23511  
 757-443-1347

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

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

DFAS  
 Columbus Center, South Entitlement Operations  
 P.O. Box 182264  
 Columbus OH 43221-2864

5. TASK ORDER MANAGER (TOM) is responsible for:

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

NOTE: When, in the opinion of the Contractor, the TOM requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

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

CAROL STEELE

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300 HIGHWAY 361, BLDG 41 SE CRANE, IN 47500 [carol.steele@navy.mil](mailto:carol.steele@navy.mil)  
812-854-3477

#### CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 242.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

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

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

##### a. Technical Interface

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

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

##### b. Contract Surveillance

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

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

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

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

#### c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

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

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

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

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

#### e. Administrative Duties

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

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

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

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in

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proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to. h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

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

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

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

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

a. Identify contractor deficiencies to the TOM.

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

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

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

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

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

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

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

Accounting Data

```

SLINID   PR Number           Amount
-----
8000AA   N4008314RC0042A
LLA :
AB 97X4930 NE1G 000 77777 0 040083 2F 000000 6260001C2014
Standard Number: 1300427444

8000AB   1300452262
LLA :
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AC 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002481130  
Standard Number: 1300427444

8000AC 1300445920  
LLA :  
AA 97X4930 NH1J 257 77777 0 050120 2F 000000 A00002435002  
Standard Number: 1300427444

8000AD 1300427444  
LLA :  
AD 97X4930 NC1E 252 91022 0 050120 2F 000000 A00002309453  
Standard Number: 1300427444

8000AF 1300452262  
LLA :  
AC 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002481130  
Standard Number: 1300427444

8000AG 1300452262  
LLA :  
AC 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002481130  
Standard Number: 1300427444

8000AL 1300427444  
LLA :  
AD 97X4930 NC1E 252 91022 0 050120 2F 000000 A00002309453  
Standard Number: 1300427444

BASE Funding 160093.54  
Cumulative Funding 160093.54

MOD 01

8000AH N4008314RC7662A  
LLA :  
AB 97X4930 NE1G 000 77777 0 040083 2F 000000 6260001C2014  
Standard Number: 1300427444

8000AM N4008314RC7662A  
LLA :  
AB 97X4930 NE1G 000 77777 0 040083 2F 000000 6260001C2014  
Standard Number: 1300427444

MOD 01 Funding 27244.32  
Cumulative Funding 187337.86

MOD 02

8000AN 1300459839  
LLA :  
AE 97X4930 NC1E 252 91022 0 050120 2F 000000 A00002567204  
Standard Number: 1300427444

8000AP 1300459839  
LLA :  
AE 97X4930 NC1E 252 91022 0 050120 2F 000000 A00002567204  
Standard Number: 1300427444

MOD 02 Funding 65107.75  
Cumulative Funding 252445.61

MOD 03 Funding 0.00  
Cumulative Funding 252445.61

MOD 04

8000AH N4008314RC7662A  
LLA :  
AB 97X4930 NE1G 000 77777 0 040083 2F 000000 6260001C2014

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Standard Number: 1300427444

8000AM N4008314RC7662A

LLA :

AB 97X4930 NE1G 000 77777 0 040083 2F 000000 6260001C2014

Standard Number: 1300427444

MOD 04 Funding 29319.39

Cumulative Funding 281765.00

MOD 05

8000AR 1300468082

LLA :

AF 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002641218

Standard Number: 1300427444

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

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## **SECTION I CONTRACT CLAUSES**

### **CLAUSES INCORPORATED BY REFERENCE**

**52.203-6 ALT I RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOV'T (SEPT 2006)**

**52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**

**52.204-2 SECURITY REQUIREMENTS (AUGUST 1996)**

**52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)**

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

**52.204-13 SAM MAINTENANCE (JULY 2013)**

**52.509-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUGUST 2013)**

**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

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

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

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

**252.203-7005 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)**

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

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

**252.204-7011 ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011)**

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

### **CLAUSES INCORPORATED BY FULL TEXT**

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

**(a) Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**(b) Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial

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purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

**(g) Invoice.**

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

- (i)** Name and address of the Contractor;
- (ii)** Invoice date and number;
- (iii)** Contract number, contract line item number and, if applicable, the order number;
- (iv)** Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v)** Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi)** Terms of any discount for prompt payment offered;
- (vii)** Name and address of official to whom payment is to be sent;
- (viii)** Name, title, and phone number of person to notify in event of defective invoice; and
- (ix)** Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

**(i) Payment.--**

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

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

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

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

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

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

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

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

**(D) Contractor point of contact.**

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

**(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.**

**(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract. (iii) Final decisions.** The Contracting Officer will issue a final decision as required by 33.211

if--

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

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

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

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

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

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

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

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

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

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

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

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

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**the Government upon:**

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or**
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.**

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

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

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

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

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

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

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

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

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

**(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from**

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the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract. (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757. (End of clause)

#### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE**

##### **ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (Jan 2014)**

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

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

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

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

(b)

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



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required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.) (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C.

Appx

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

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

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

**(A) EXCEPTIONS FROM CERTIFIED COST OR PRICING DATA.**

**(1) IN LIEU OF SUBMITTING CERTIFIED COST OR PRICING DATA, OFFERORS MAY SUBMIT A WRITTEN REQUEST FOR EXCEPTION BY SUBMITTING THE INFORMATION DESCRIBED IN THE FOLLOWING SUBPARAGRAPHS. THE CONTRACTING OFFICER MAY REQUIRE ADDITIONAL SUPPORTING INFORMATION, BUT ONLY TO THE EXTENT NECESSARY TO DETERMINE WHETHER AN EXCEPTION SHOULD BE GRANTED, AND WHETHER THE PRICE IS FAIR AND REASONABLE.**

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

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

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**ACQUISITION. SUCH INFORMATION MAY INCLUDE --**

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

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

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

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

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

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

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

**252.215-7008 ONLY ONE OFFEROR.**

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

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

**(1) ONLY ONE OFFER WAS RECEIVED; AND**

**(2) ADDITIONAL COST OR PRICING DATA IS REQUIRED IN ORDER TO DETERMINE WHETHER**

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**THE PRICE IS FAIR AND REASONABLE OR TO COMPLY WITH THE STATUTORY REQUIREMENT FOR CERTIFIED COST OR PRICING DATA (10 U.S.C. 2306A AND FAR 15.403-3).**

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

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

**(END OF PROVISION)**

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

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

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

**(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 60 MONTHS.**

**(END OF CLAUSE)**

**52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

**(A) THIS CLAUSE DOES NOT APPLY TO THE UNRESTRICTED PORTION OF A PARTIAL SET-ASIDE. (B)**

**APPLICABILITY. THIS CLAUSE APPLIES ONLY TO--**

**(1) CONTRACTS THAT HAVE BEEN SET ASIDE OR RESERVED FOR SMALL BUSINESS CONCERNS OR 8(A) CONCERNS;**

**(2) PART OR PARTS OF A MULTIPLE-AWARD CONTRACT THAT HAVE BEEN SET ASIDE FOR SMALL BUSINESS CONCERNS OR 8(A) CONCERNS; AND**

**(3) ORDERS SET ASIDE FOR SMALL BUSINESS OR 8(A) CONCERNS UNDER MULTIPLE-AWARD CONTRACTS AS DESCRIBED IN 8.405-5 AND 16.505(B)(2)(I)(F).**

**(C) BY SUBMISSION OF AN OFFER AND EXECUTION OF A CONTRACT, THE OFFEROR/CONTRACTOR AGREES THAT IN PERFORMANCE OF THE CONTRACT IN THE CASE OF A CONTRACT FOR--**

**(1) SERVICES (EXCEPT CONSTRUCTION). AT LEAST 50 PERCENT OF THE COST OF CONTRACT PERFORMANCE INCURRED FOR PERSONNEL SHALL BE EXPENDED FOR EMPLOYEES OF THE CONCERN.**

**(2) SUPPLIES (OTHER THAN PROCUREMENT FROM A NONMANUFACTURER OF SUCH SUPPLIES). THE CONCERN SHALL PERFORM WORK FOR AT LEAST 50 PERCENT OF THE COST OF MANUFACTURING THE SUPPLIES, NOT INCLUDING THE COST OF MATERIALS.**

**(3) GENERAL CONSTRUCTION. THE CONCERN WILL PERFORM AT LEAST 15 PERCENT OF THE COST OF THE CONTRACT, NOT INCLUDING THE COST OF MATERIALS, WITH ITS OWN EMPLOYEES.**

**(4) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. THE CONCERN WILL PERFORM AT**

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**LEAST 25 PERCENT OF THE COST OF THE CONTRACT, NOT INCLUDING THE COST OF MATERIALS, WITH ITS OWN EMPLOYEES.**

**(END OF CLAUSE)**

**52.233-2 SERVICE OF PROTEST (SEP 2006)**

**(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from**

**Name: Cathy Purvis**

**Address: 1968 Gilbert Street, Suite 600**

**Norfolk, VA 23511**

**Phone: 757-443-1352**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

**(END OF CLAUSE)**

**252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)**

**(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.**

**(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.**

**(End of provision)**

**PROSPECTIVE CONTRACTOR RESPONSIBILITY**

**In accordance with Federal Acquisition Regulation (FAR) Part 9.1, the Contracting Officer shall award contracts only to responsible offerors. No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The contracting officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangement that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, services, materials, other**

**resources, or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall be taken into account for the time period covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award. Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of**

**responsibility on the part of any prospective subcontractor(s). In the absence of information clearly indicating that the prospective contractor is responsible, the contracting officer shall make a determination of non-responsibility. As a minimum requirement, all offerors must submit, as part**

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of the original proposal, the following: (1) Company's Financial Statement which includes Balance Sheet and Income Statement; and (2) Point of Contact from their Bank or any financial institution with which they transact business. (End of provision)

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

(July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

#### **APPLICABILITY**

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

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

#### **ACCESS TO FEDERAL FACILITIES**

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

#### **ACCESS TO DOD IT SYSTEMS**

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

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

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance

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

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

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

#### **INTERIM ACCESS**

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

#### **DENIAL OR TERMINATION OF ACCESS**

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

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

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

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

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

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

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enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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

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

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

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

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

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

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

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access. To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

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**SF-85 Questionnaire for Non-Sensitive Positions Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission) Original Signed Release Statements**

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

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

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

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 200**

(a) Contract line item(s) 8001AA - AL are incrementally funded. Contract line item 2012 is fully funded. For these item(s), the sum of \$160,093.54 of the total price is presently available for payment and allotted to this contract.

An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the

Contractor in excess of the amount allotted to the contract for those item (s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience,

will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph

(j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely

performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.



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(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contra line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotme of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following tentative schedule:

On execution of contract: \$60,093.54  
Incrementally Funded

1st Qtr - TBD Sept 23 - Dec 22

2nd Qtr - TBD Dec 23 - Mar 2

3rd Qtr - TBD Mar 23 - Jun 22

4th Qtr - TBD Jun 23 - Sep  
(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

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Contractor Discrepancy Report

SCA Wage Determination