

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
16-Oct-2017

4. REQUISITION/PURCHASE REQ. NO.
N4027317RC059AD

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S5111A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392

DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Valkyrie Enterprises, LLC
4460 Corporation Lane, Suite 130
Virginia Beach VA 23462-3150

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7987 / N0018917F3012

10B. DATED (SEE ITEM 13)

01-Aug-2017

CAGE CODE 4TGX1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[] 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).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1

[] D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Shawnta R Wells, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

Accordingly, said Task Order is modified as follows:

The purpose of this modification is to correct information in the Wide Area Workflow (WAWF) Table and update information within this order.

In accordance with PGI 204.7108 Payment Instructions; DFARS 252.204-7006 & 252.204-0004 are hereby incorporated as directed herein.

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 [REDACTED]

[REDACTED]

The total value of the order is hereby increased from [REDACTED]

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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
8001	L023	The Contractor shall provide all necessary Equipment and Labor to provide support as required by the performance work statement. Period of performance is established as 01 September 2017 - 31 August 2018. (O&MN,N)				
8101	L023	The Contractor shall provide all necessary Equipment and Labor to provide support as required by the performance work statement. Period of performance is established as 01 September 2018 - 31 August 2019. (O&MN,N) Option				
8201	L023	The Contractor shall provide all necessary Equipment and Labor to provide support as required by the performance work statement. Period of performance is established as 01 September 2019 - 31 August 2020. (O&MN,N) Option				
8301	L023	The Contractor shall provide all necessary Equipment and Labor to provide support as required by the performance work statement. Period of performance is established as 01 September 2020 - 31 August 2021. (O&MN,N) Option				
8401	L023	The Contractor shall provide all necessary Equipment and Labor to provide support as required by the performance work statement. Period of performance is established as 01 September 2021 - 31 August 2022. (O&MN,N) Option				
8501	L023	Pursuant to FAR 52.217-8, Option to Extend Services for an additional six months. (O&MN,N) Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	L023	The Contractor shall provide ODCs as required to accomplish the requirements of the Performance Work Statement. Allowable ODCs must be prior approved by the COR and will be COST reimbursed. Costs shall not exceed [REDACTED] The Period of Performance is established as 01 September 2017 - 31 August 2018. (O&MN,N)			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9002	L023	The Contractor shall provide Travel as required to support the requirements of the Performance Work Statement. All travel costs shall be in accordance with the Federal Travel Regulations (FTR). Allowable travel costs shall be prior approved by the COR and will be cost reimbursed. Travel costs shall not exceed [REDACTED]. The period of performance is established as 01 September 2017 - 31 August 2018. (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
9101	L023	The Contractor shall provide ODCs as required to accomplish the requirements of the Performance Work Statement. Allowable ODCs must be prior approved by the COR and will be COST reimbursed. Costs shall not exceed [REDACTED]. The Period of Performance is established as 01 September 2018 - 31 August 2019. (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
		Option			
9102	L023	The Contractor shall provide Travel as required to support the requirements of the Performance Work Statement. All travel costs shall be in accordance with the Federal Travel Regulations (FTR). Allowable travel costs shall be prior approved by the COR and will be cost reimbursed. Travel costs shall not exceed [REDACTED]. The period of performance is established as 01 September 2018 - 31 August 2019. (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
		Option			
9201	L023	The Contractor shall provide ODCs as required to accomplish the requirements of the Performance Work Statement. Allowable ODCs must be prior approved by the COR and will be COST reimbursed. Costs shall not exceed [REDACTED]. The Period of Performance is established as 01 September 2019 - 31 August 2020. (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
		Option			
9202	L023	The Contractor shall provide Travel as required to support the requirements of the Performance Work Statement. All travel costs shall be in accordance with the Federal Travel Regulations (FTR). Allowable travel costs shall be prior approved by the COR and will be cost reimbursed. Travel costs shall not exceed [REDACTED]. The period of performance is established as 01 September 2019 - 31 August 2020. (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
		Option			
9301	L023	The Contractor shall provide ODCs as required to accomplish the requirements of the Performance Work Statement. Allowable ODCs must be prior approved by the COR and will be COST reimbursed. Costs shall not exceed [REDACTED]. The Period of Performance is established as 01 September 2020 - 31 August 2021. (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
		Option			
9302	L023	The Contractor shall provide Travel as required to support the requirements of the Performance Work Statement. All travel costs shall be in accordance with the Federal Travel Regulations (FTR). Allowable travel costs shall be prior approved by the COR and will be cost reimbursed. Travel costs shall not exceed [REDACTED]. The period of performance is established as 01 September 2020 - 31 August 2021. (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
		Option			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9401	L023	The Contractor shall provide ODCs as required to accomplish the requirements of the Performance Work Statement. Allowable ODCs must be prior approved by the COR and will be COST reimbursed. Costs shall not exceed [REDACTED] The Period of Performance is established as 01 September 2021 - 31 August 2022. (O&MN,N) Option	[REDACTED]	[REDACTED]	[REDACTED]
9402	L023	The Contractor shall provide Travel as required to support the requirements of the Performance Work Statement. All travel costs shall be in accordance with the Federal Travel Regulations (FTR). Allowable travel costs shall be prior approved by the COR and will be cost reimbursed. Travel costs shall not exceed [REDACTED] The period of performance is established as 01 September 2021 - 31 August 2022. (O&MN,N) Option	[REDACTED]	[REDACTED]	[REDACTED]
9501	L023	Pursuant to FAR 52.217-8, Option to Extend Services for an additional six months. Other Direct Costs(ODC) (O&MN,N) Option	[REDACTED]	[REDACTED]	[REDACTED]
9502	L023	Pursuant to FAR 52.217-8, Option to Extend Services for an additional six months. Travel (O&MN,N) Option	[REDACTED]	[REDACTED]	[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

EXPEDITIONARY EQUIPMENT READINESS SUPPORT TO EXPLOSIVE ORDNANCE DISPOSAL GROUP TWO

December 2016

- 1.0 Objective:** This Performance Work Statement (PWS) is submitted for the purpose of obtaining a Firm Fixed Price contract to establish Field Support, Logistic, Engineering and Technical services for small boats, motor vehicles, electronic control units and generators used by Explosive Ordnance Disposal Group (EODGRU) TWO, herein referred to as *the Government*, and its subordinate commands. Contract tasks include organizational level (O-level) maintenance and the identification and correction of material condition deficiencies in Hull, Mechanical and Electrical (HM&E), as well as Electronic and Civil Engineering Support Equipment (CESE), Civil Engineering End Items (CEEI), Small Boats, Material Handling Equipment (MHE) and other support equipment; and identify and correct material deficiencies. This requires a fully functional Quality Management System that complies with the requirements set forth in International Organization for Standards (ISO 9001:2008), and Logistic Specialists familiar with Naval Sea Systems Command (NAVSEA) Integrated Logistics Support (ILS) procedures and functions of the command's Navy Tactical Command Support System (NTCSS). Work is to be accomplished aboard EODGRU TWO subordinate commands located in the Hampton Roads Area of Virginia and Rota, Spain; as well as various deployment sites in the continental United States (CONUS), Central & South America, Africa, Europe and the Middle East.
- 1.1 Background:** The mission of EODGRU TWO and subordinate units is to eliminate hazards from ordnance, which jeopardize operations conducted in support of the national military strategy by providing specially trained combat ready, highly mobile forces. Primary functional areas of Explosive Ordnance Disposal (EOD) forces include detection, location, access, identification, render safe, recovery, field evaluation, final disposal of explosive ordnance and expeditionary salvage operations. EOD forces provide anti-terrorism/force protection (AT/FP), counter terrorism (CT)/counter proliferation, foreign internal defense (FID) capabilities. Very Shallow Water Dive, Combat Craft (CC), unmanned underwater vehicle (UWS) and marine mammal systems (MMS) platoons can enhance selected functional areas. Supporting functional capabilities of EOD forces involve diving and demolition operations. EOD forces must be able to apply primary and supporting functional areas described above by employing specific, EOD unique equipment, procedures and tactics to counter the U.S. and foreign ordnance threat. In order to achieve that mission; Navy EOD must provide the best tools practices and professional support to maximize Navy EOD's capabilities in expeditionary and contingency operations. EODGRU TWO accomplishes its mission through a specialized team of technical and professional experts specializing in program management, program support, planning and programming, readiness, training, fire protection, management analysis, infrastructure engineering, computer automation, enterprise architecture, housing management, real property management and equipment and supply management.
- 1.2 Scope:** The Contractor shall provide skilled and qualified personnel necessary to support the objective of this PWS. Maintenance-related tasks shall include assessment, maintenance and repair of civil engineering, material handling and small boat equipment under EOD, Mobile Dive and Salvage, and Mine-Resistant Ambush Protected Tables of Allowance (TOAs) assigned to EODGRU TWO, as well as logistics management in support of that effort. All maintenance will be performed in accordance with established Maintenance Requirement Cards (MRC) and Systems Command (SYSCOM) approved technical manuals. Original Equipment Manufacturers' (OEM) recommendations and specifications shall be utilized where MRC or SYSCOM approved technical manuals are not yet established. Services provided by the Contractor shall encompass the following task areas:
- 1.2.1 Voyage Repair Team.** The Contractor shall immediately commence travel arrangements to respond to emergent repairs (immediate repair required to bring equipment to full mission capable status) to any CONUS or outside the continental United States (OCONUS). This will be imperative in meeting short-notice deployment dates of EOD Forces and adaptive force packages. When directed by the TPOC, the Contractor shall have technicians on-site as follows:
- 1.2.1.1** Within the Hampton Roads area of Virginia: Within three hours of direction.

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- 1.2.1.2** Areas outside the Hampton Roads area of Virginia, but within a 350 mile radius: Within 24 hours of direction.
- 1.2.1.3** All other CONUS locations: Within 48 hours of direction.
- 1.2.1.4** OCONUS locations: Within 96 hours of direction.
- 1.2.2** Intermediate (I) and Depot (D) Level Maintenance and Repair Tasks. Contractor personnel shall perform hull, mechanical and electrical system I & D level maintenance and emergent repairs on EODGRU TWO Small Boats, CESE, CEEI, MHE and other support equipment in accordance with work requests, at the discretion of the TPOC. Organizational (O) Level Maintenance outside the capability or capacity of EODGRU TWO personnel may be elevated to I-Level at the discretion of the TPOC.
- 1.2.3** Material Condition Assessments. Contractor personnel shall perform, document and report assessments of material condition on EODGRU TWO Small Boats, CESE, CEEI, MHE and other support equipment to determine project scope, repairs and estimated costs.
- 1.2.4** Technical Support. Contractor personnel shall provide technical support to EOD personnel for Small Boats, CESE, CEEI, MHE and other support equipment as follows: providing technical distance support via telephone; providing on-site trouble-shooting and technical support; providing technical on the job training (OJT) and assistance to EOD personnel in the troubleshooting of diesel engines, outboard engines and outdrives as well as vehicle systems such as engines and transmission; providing Quality Assurance (QA) and Non Destructive Testing (NDT) qualified technicians to EOD forces for testing, inspection and certification of minor and structural repairs; providing various inspections such as annual vehicular inspections and ship checks; providing propulsion and engine grooms on small boats, CESE and MHE, providing welding and ship fitting support services; providing assistance with small boat launches and small boat recovery; providing assistance with open water operational tests; and providing operational tests for small boats, CESE, CEEI, MHE and other support equipment.
- 1.2.5** Work Coordination. The Contractor shall coordinate the planning, scheduling and prioritization of routine and emergent work to include, but not limited to: vehicle and small boat inspections; brake repair/replacement for boat trailers and CESE (includes 10K upgrades); bearing replacement for boat trailers; electrical repairs for small boats, CESE and MHE (includes repair, upgrades and installation of new systems); engine repair for CESE and MHE; transmission repair/replacement for small boats and CESE; air-conditioning repair/recharging/replacement for small boats and CESE; power steering repairs/replacement for small boats and CESE; weld/hull repairs for small boats and CESE; metal fabrication; generator repairs (computer diagnostics ONLY, no rewind); Electronic Control Unit (ECU) repairs; tire repair for CESE, MHE and boat trailers; axle repairs; sponson repairs (small boats ONLY); corrosion control and prevention; stern drive repair/replacement (small boats); outboard engine repairs/replacements; waterjet repair/replacement; perform propulsion system and engine grooms on small boats and CESE; and conduct pre and post-delivery acceptance inspections.
- 1.2.6** Logistical Support. The Contractor will document its use of government furnished equipment, repair part expenditures and maintain inventory of pre-expended bins for consumable items. Additionally, the Contractor shall provide logistical support to survey work spaces and equipment; identify applicable logistic and maintenance documentation, parts, material, tools and equipment necessary to accomplish O-level maintenance.
- 1.3** **Performance Requirements.** The Contractor shall provide the personnel and services required in this contract pursuant to the requirements specified herein. *General* terms appear in paragraph 2.0, *Program Management* in paragraph 3.0 and *Services Summary* (services to be delivered) in paragraph 4.0.
- 2.0** **General**
- 2.1** **Government Representatives.**
- 2.1.1** Contracting Officer and Representative. Only a duly appointed Procuring Contracting Officer (PCO), and no other government personnel, is authorized to change the specifications, terms and conditions under this contract. The EODGRU TWO Contracting Officer's Representative (COR) is responsible for technical management of this contract, and will serve as the Contracting Officer's Primary Point of Contact. The COR shall oversee execution of

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this contract and resolve any potential issues. The COR is responsible for: liaising with EOD personnel and contractor personnel on site; contractual advice, recommendations and clarification regarding the statement of work; delivery of this PWS placed under this contract; providing an independent government estimate of the effort described in the statement of work; quality assurance of services performed and acceptance of the services or deliverables; government furnished property; security requirements aboard government installations; providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the delivery; and the certification of invoice for payment.

- 2.1.2** Technical Point of Contact. The EODGRU TWO TPOC is responsible for overseeing the technical tasks conducted Contractor personnel as defined by this contract and receives all reports from Contractor personnel regarding technical aspects resulting from work related to this contract. The EODGRU TWO Maintenance Officer and/or his representative shall act as the TPOC for this contract.
- 2.2** **Place(s) of Performance.** The primary place of performance is Explosive Ordnance Disposal Expeditionary Support Unit (EODESU) TWO maintenance buildings located aboard Joint Expeditionary Base Little Creek / Fort Story in Virginia Beach, VA. However, support personnel will be required to travel to other locations where EODGRU TWO units are operating to perform work addressed in paragraph 1.2 of this PWS. Locations include, but are not limited various deployment sites in the continental United States (CONUS), Central & South America, Africa, Europe and the Middle East.
- 2.3** **Period of Performance.** The period of performance for this PWS is a 12-month base and four (4) 12-month option years.
- 2.4** **Travel.** Travel associated with this contract is authorized when required by the TPOC and authorized by the COR.
- 2.4.1** Travel Costs. Travel costs/expenses will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. Travel expenses include airfare, per diem, rental car, local travel and miscellaneous expenses as authorized by the Joint Travel Regulations (JTR). Costs for transportation may be based upon mileage rates, actual costs incurred or a combination thereof, provided the method used results in a reasonable charge. No mileage costs will be incurred when travel is within a 50-mile radius of the primary work location. The JTR, while not wholly applicable to contractors, shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. All necessary travel meeting the above criteria shall be approved in advance by the COR/TPOC. Exceptions to these guidelines shall be approved in advance by the Contracting Officer or his Designee.
- 2.4.2** Routine CONUS Travel. Travel to CONUS locations outside of the Hampton Roads area of Virginia will be routinely scheduled to include four trips annually to Key West, Florida for approximately seven days in duration. Travel will include two technicians on each trip working eight hour days. Due to OPSEC specific travel dates cannot be provided until award of the contract.
- 2.4.3** Routine OCONUS Travel. Travel to OCONUS locations will be routinely scheduled to include two trips annually to Rota, Spain, for approximately 14 days in duration; two trips annually to Camp Lemonier, Djibouti for approximately 10 days in duration; two trips annually to Fujairah and Jebel Ali, United Arab Emirates (UAE) for approximately seven days duration; two trips annually to Bahrain for approximately 14 days duration; one trip annually to Big Creek, Belize, for approximately five days in duration; one trip annually to Cartagena, Columbia, for approximately five days in duration; one trip annually to Puerto Barrios, Guatemala, for approximately five days in duration; and one trip annually to Puerto Castilla, Honduras, for approximately five days in duration. Travel duration includes travel days to/from location and will include three (3) to six (6) technicians on each trip working 10 hour days. Travel may sometimes be concurrent from location to location. Due to OPSEC specific travel dates cannot be provided until award of the contract.
- 2.4.4** Emergent OCONUS Travel. Approximately six emergent trips will be authorized for trips to OCONUS sights for four (4) technicians working 12 hour days for five (5) days each to perform hull, mechanical or electrical repairs due to lack of local technical support provided to EODGRU TWO deployed units.

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- 2.5 Government Furnished Information (GFI).** Initial delivery of required GFI to support this effort shall be provided within 72 hours, or as scheduling permits, from the date of contract award. Subsequent identification of required GFI may necessitate a GFI request by the contractor. Each request shall be either in writing or by electronic mail and directed to the Government Representative/Government Project Manager (GR/GPM) with a copy to the COR. After validating the request for additional GFI, the GR/GPM will coordinate with the COR to identify, locate and deliver the information within ten (10) working days upon receiving the request and will notify the contractor in writing or by electronic mail should additional time be required. The contractor shall coordinate all requests for additional technical and contractual information with the GR/GPM. The contractor shall acknowledge receipt of all GFI (that is, materials other than those downloaded from websites) in writing or by electronic mail to the GR/GPM within five (5) working days after receipt. All GFI will be returned to the Government agency when the effort is completed or, if directed by the GR/GPM, destroyed using applicable procedures.
- 2.6 Government Provided Training.** All training, certifications and skill-sets including the minimum required qualifications specified in this PWS and indicated as "required by the Government" is the responsibility of the Contractor. However from time-to-time during the life of the contract, the Government may identify training courses for which the Contractor may be directed to send its employees. For such "required" training or Government-directed training, the Government will assume the cost of instruction; however, in order to protect the interest of the Government, if an individual fails to complete a training course or does not receive a satisfactory grade IAW the standards of the institution attended, the Contractor shall be required to reimburse the Government for all costs of that training, including per diem and travel expenses. Upon successful completion of training, the Government will reimburse the Contractor for travel and per diem costs IAW FAR Part 31. All requests for Government provided training of Contractor employees shall be submitted to the Government. The Contractor shall prepare all required travel documents for Contractor employees on this contract.
- 2.7 Government Furnished Facilities.** The Government will provide a workstation with computer for communications with the Contractor's management office and/or EODGRU TWO representatives, coordinating logistics support for Field Services and reporting necessary maintenance-related information.
- 2.8 Government Furnished Equipment.** In accordance with the Quality Assurance Surveillance Plan, the Government will ensure that all equipment is available to Contractor personnel to conduct operational testing and the proper completion and documentation of repairs prior to operational/mission utilization.
- 2.9 Government Furnished Material.** The Government will provide all repair parts and hazardous materials necessary to accomplish tasks within this PWS. All other maintenance-related material shall be provided by the Contractor.
- 2.10 Government Furnished Tools.** The Government will furnish the Contractor with the following Government owned tools for their use. This PWS does not require the Contractor to develop any tools for production or management of ILE content. The Contractor shall use the tools provided. The Government will provide welding equipment and specialty tools required to accomplish maintenance related to this contract. All other hand tools will be provided by the Contractor. Specialty tools consist of torque wrenches, alignment tools and diagnostic equipment.
- 2.11 Contractor Personnel.**
- 2.11.1 Contractor Employees.** The Contractor shall not employ individuals identified to the Contractor by the COR as potential threats to the health, safety, security, or general well being, of the population, installation or operational mission. The Contractor's employees shall not pose an actual or potential threat or risk to the security or mission of Department of Defense (DoD) or its supported activities, or the health and safety of the DoD workforce. The Government has an inherent right under law, practice and regulation to restrict and control access to its facilities, including those that are the subject of this PWS. The Government's exercise of its right to grant and revoke access to particular individuals to its facilities shall not constitute a breach or change to this contract, regardless of whether said individuals are employed by the Contractor.
- 2.11.2 Contractor Management.** The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and

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effective support, performed in accordance with the requirements contained in this PWS, including appropriate policies and procedures. Contractor employees shall perform their duties independent of, and without the supervision of, any government official.

- 2.11.3** Contractor Interface. The Contractor and/or their subcontractors may be required to work with other contractors working for the Government as part of the performance of this effort. Such other contractors shall not direct the Contractor and/or their subcontractors in any manner. Also, the Contractor and/or their subcontractors shall not direct the work of other contractors in any manner. The Government Contracting Officer shall establish an initial contact between the Contractor and other contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings / contacts will be established. The COR and TPOC shall be informed and or included in these meetings or conventions.
- 2.11.4** Tasks, Duties, and Responsibilities. The tasks, duties, and responsibilities set forth in this PWS may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying federal policy, obligating the appropriated funds of the United States Government, overseeing the work of federal employees, providing direct personal services to any federal employee, or otherwise violating the prohibitions set forth in parts 7.5 and 37.1 of the Federal Acquisition Regulations (FAR). The Government shall control access to the facility and perform the inspection and acceptance of completed work.
- 2.11.5** Security Requirements. All Contractor personnel associated with this contract shall have a current Defense Security Service issued SECRET clearance with a current single scope background investigation, which must be maintained during the performance of this contract.
- 2.11.6** Information and Personnel Security. The Contractor shall conform to the provisions of the Department of the Navy Information and Personnel Security Program regulations. DD Form 254 will be provided at the time of award.
- 2.11.7** Common Access Card (CAC). The Contractor shall ensure each of its employees obtain a Common Access Card (CAC). The government CAC serves as the primary method of identification for the Contractor employees, as well as providing the basis of public key infrastructure access to the U.S. Navy/Marine Corps Intranet, websites, and systems (on and off site), as well as the Secret Internet Protocol Router Network (on site only). The Contractor must immediately surrender/return any/all CACs to the appropriate military authority for employees no longer working on this contract or contract completion.
- 2.11.8** Employment Status. The Contractor shall advise the COR whenever personnel become an employee or ex-employee. The Contractor shall contact the COR whenever a contracted employee resigns, is dismissed, laid-off or if a change to his/her personnel security clearance status occurs. Additionally, the Contractor shall ensure all ex-employee security access badges and CAC are returned to the appropriate military authority.
- 2.11.9** Authorization to Work. The Contractor shall ensure that contract personnel meet all requirements for entry into OCONUS locations as required by Department of State, DoD, Department of the Navy and various applicable command and installation regulations.
- 2.11.10** Smoking Policy. Contractor personnel shall comply with the DoD smoking policy, AFI 40-102, *Tobacco Use in the Navy* and installation smoking policies within DoD facilities.
- 2.11.11** Employee Appearance. Contract personnel shall present a neat appearance conducive to the performance of equipment maintenance and be easily recognizable as Contractor employees. The Contractor shall provide all contract employees with an identifying badge, which shall include as a minimum, the person's name, picture and the Contractor's name. While on the installation, the Contractor employees shall wear this picture identification at all times in a clearly visible manner. The Contractor shall obtain restricted or controlled area badges from installation security in order to gain access to the camp as required.
- 2.11.12** Employee Training. A mix of skills, experience and expertise is required for effective and efficient execution of services to be delivered. The Contractor is responsible for providing fully trained and qualified journeyman or craftsman level workforce IAW the clauses included in the contract. Therefore, except as otherwise indicated, the Contractor shall provide at its expense any required employee training, including the cost of instruction, per diem, travel, salaries and benefits. If the Contractor-identified training is available only from Government sources, requests for

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such training shall be submitted to the Technical Advisor assigned to this contract. The Contractor shall reimburse the Government for all costs associated with the training. The following minimum maintenance-related qualifications/certifications are required NLT the date of award of this contract: Mercury Outboard Motor Certification, Polyurethane Fabric Hull repair and Furuno Radar Certification. The Government will provide introductory training to educate contractor personnel on EOD operations and equipment on the installation. Subsequent, training will be announced as requirements dictate.

- 2.11.13** Motor Vehicle Operation. Contractor personnel shall not operate government-owned motor vehicles.
- 2.11.14** Material Handling Equipment. Contractor personnel operating material handling equipment in the performance of this contract shall only do so in the immediate working area and not on roads designated for vehicular traffic. These contractor personnel shall possess a current certification to operate this equipment IAW installation polices.
- 2.11.15** Small Boat Operation. Contractor personnel shall not operate small boats on the water. Instead, EOD personnel shall operate small boats when required.
- 2.11.16** Language Requirements. Any Contractor employee who will interface with Government representatives shall be able to read, write, speak and understand the English language to the extent necessary in the performance of this PWS.
- 2.12** **Safety.** Safety shall be paramount. The Contractor shall comply with all applicable DoD, Navy and installation safety regulations governing these requirements. The Contractor shall maintain all employee qualification and certification records as required by these policies.
- 2.12.1** Contractor Responsibility for Safety. Nothing in this PWS, nor any government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of the Contractor's personnel and property, the Government's personnel and property, and the general public. Moreover, nothing in this PWS shall relieve the Contractor of its responsibility for complying with applicable federal, state and local laws, ordinances, codes and regulations (including those requiring applicable licenses and permits) in connection with the performance of this contract.
- 2.12.2** Emergency Action Plan. The Contractor shall comply with the U.S. Navy Emergency Action Plan.
- 2.12.3** Mishap. If a mishap involving services under this contract results in an injury the Contractor shall promptly report the incident to the COR. If the U.S. Navy conducts an investigation of the accident, the Contractor (including all Sub-Contractors) shall cooperate with government personnel until the investigation is completed. The Contractor shall allow authorized government representatives access to the Contractor's facilities, personnel and safety program documentation.
- 2.12.4** Medical Care Requirement. Emergency medical care is available in government facilities to contractor employees who suffer on-the-job injury or illness. The Contractor shall make care reimbursement to the appropriate collection agent upon receipt of statement(s).
- 2.13** **Privacy Act Compliance.** The Contractor may be in contact with data and information subject to the Privacy Act of 1974 (Title 5 of the U.S. Code Section 552a). The Contractor shall ensure that its employees assigned to this effort understand and adhere to the requirements of the Privacy Act and to DoD and DoN regulations that implement the Privacy Act. The Contractor shall identify and safeguard data, information and reports accordingly. The Contractor shall ensure that Contractor employees assigned to the contract are trained on properly identifying and handling data and information subject to the Privacy Act prior to commencing work.
- 2.14** **Disclosure of Information.** Information made available to the Contractor by the Government for the performance or administration of this PWS shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent

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authorized herein.

- 2.15 Limited Use of Data.** Performance of this effort may require the Contractor to access and use data and information proprietary to a government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the government and/or others. The Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the government, except to authorized Government personnel, or upon written approval of the Contracting Officer. The Contractor shall not use, disclose or reproduce proprietary data that bears a restrictive legend other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the government between the contractor and the data owner which provides for greater rights to the Contractor.
- 2.16 Information Technology (IT) Environment.** All reports, technical documentation, etc. must be fully operable with standard Department of Navy (DON), NMCI desktop and portable MS Windows operating based systems unless otherwise specified.
- 2.16.1** Content Integrity. The Contractor shall take necessary action, including use of commercially available virus software, to ensure all documentation is free of elements that might be detrimental to the secure operation of the resource operating system, including the following: malicious code; trojans, worms, logic bombs, and other computer viruses; backdoors; ad-ware, Spy-ware, or web bugs that have the ability to track user behavior; code that permits functions that are beyond the actual publicized intent of application capability; software that will not function properly with the operating system configured secure; code that permits functions that are beyond the actual publicized intent of application capability.
- 2.16.2** Request for IT Resources. Should the Contractor desire additional IT resources not provided by the Government, a request must be made that specifically identifies the type, amount and time frames for any resources that are required and not listed below. The Government will provide the following IT resources: Computer with access to NMCI email, NTCSS and internet.
- 2.17** The contractor shall establish, document, implement, and maintain a fully functional Quality Management System (QMS) in accordance with NAVSEA Standard Item 009-04. The QMS must, at a minimum, comply with the requirements set forth in the International Organization for standards (ISO) 9001:2008 standards. The contractor's process and procedures must be consistent and results documented. The contractor is expected to be proactive and take corrective action as necessary to ensure the highest level of performance by contracted team personnel.
- 3.0 Program Management**
- 3.1 Operations Management.** The Contractor shall manage the daily operations of contractor employees under the assigned tasks of this contract. This includes but is not limited to: Coordinating the execution of the requirements of paragraph 1.2 of this PWS; Communicating plans and activities with mechanics and Government representatives; Managing the acquisition, use and disposal of maintenance-related material; Managing training and travel requirements for Contractor personnel; Providing field support services survey to customers while collecting and reporting on results; Adjusting service delivery to meet service delivery requirements; and Submitting Monthly Activity Reports to the COR via the TPOC.
- 3.2 Communication.** Communication shall be through designated Government and Contractor points of contact.
- 3.3 Business Continuity.** The Contractor shall appoint an Alternate Lead Services Contractor to act with full authority in the absence of the Lead Services Contractor.
- 3.4 Work Control.** All program requirements, contract actions and data interchange shall be conducted in a digital environment using electronic and web-based applications. At minimum, such data shall be compatible with the Microsoft Office 2007® or higher family of products in accordance with the support base communications information technology standards. The Contractor shall designate a standard naming convention for all electronic submissions.

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- 3.5 Contract Performance Report.** The Contractor shall submit to the Government Monthly Contract Performance Reports in accordance with this PWS. On an as needed basis, weekly reports shall be submitted upon request.
- 3.6 Control of Purchases.** The Contractor shall maintain records of all requests for requisitions transactions.
- 3.7 Materials Control.** The Contractor shall maintain control and accountability over all materials and products related to the contract, if required. The Contractor shall maintain records identifying the status, final destination or disposition of all these materials/products.
- 3.8 Material Short-fall.** The Contractor shall promptly act to correct material short-falls, nonconforming materials and processes to mitigate the recurrence of the problem and to satisfy contract requirements.
- 3.9 Non-serviceable Material.** The Contractor shall establish and implement procedures for controlling material that is not serviceable until such time that it can be surrendered to the Government.
- 3.10 Hours of Work.** The Contractor personnel core hours of service operations shall be 0700-1600 hours, five days a week as prescribed by the Government, excluding recognized federal holidays, DoD curtailment days or when the installation is officially closed by the commander. All times in this PWS are specified in on a 24-hour clock and pertain to the time-zone in which contractor personnel perform work. The Contractor shall ensure that service to customers is not interrupted during break and lunch periods. Variances in operating hours, other than that specified herein, must be approved by the Government. The Government retains the right to change normal duty hours at any time based on business and operational necessity. Contractor personnel performing work at OCONUS locations may be required to conduct work after normal working hours.
- 3.10.1 Overtime Hours.** Overtime may be required to perform tasks outlined within Paragraph 1.2 of this PWS.
- 3.10.2 Government Holidays.** The following government holidays are typically observed by government personnel: New Year's Day, Martin Luther King's Day, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and any other day designated by Federal Statute, Executive Order and/or Presidential Proclamation. Typically, there is no repair work conducted during government holidays, however, work may be required to meet mission critical requirements.
- 3.11 Phase In/Out.**
- 3.11.1 Phase-In Period.** The Contractor shall develop comprehensive procedures for phasing-in Contractor performance to the level prescribed and within the time allowed under the terms of this contract. The Contractor shall submit a completed Phase-In Plan it within two weeks after contract award.
- 3.11.2** The Phase-In Plan shall define the Contractor's approach to implementing the core services identified in section 4.3 Service Summary. The phase-in shall be completed as soon as possible IAW the timelines specified in the Continuity of Operations (CONOPS) to be provided by the Government.
- 3.11.3** The Phase-In Plan shall address acquisition of maintenance facilities and provide a timeline for full assumption of contractual responsibilities. Timelines shall address asset visibility preparations, a tentative site visit schedule, as well as standing up the maintenance effort. The Contractor shall provide a phase-in status to the Government at a minimum of once per week until full operational capabilities is attained.
- 3.11.4** During the Phase-in Period, the Contractor shall prepare to assume full responsibility for all areas of operation IAW the terms and conditions of this contract. The Contractor shall take all actions necessary for a smooth transition of the contracted operations.
- 3.11.5** Phase-Out Period. Sixty days prior to the completion of this contract (to include option periods) an observation period shall occur, at which time management personnel of the incoming workforce may observe operations and performance methods of the incumbent Contractor. This will allow for orderly turnover of information/knowledge transfer, facilities, equipment and records and will help to ensure continuity of service. The Contractor shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the

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succeeding Contractor. The Contractor shall fully cooperate with the succeeding Contractor and/or the Government.

3.11.6 Phase-Out Plan. The Contractor shall establish and, when directed by the Government, implement a Phase-Out Plan for the smooth and orderly termination of work or transfer of responsibility to a successor. The Contractor's phase-out procedures shall not disrupt or adversely impact the day-to-day conduct of Government business.

3.11.7 The Contractor shall address the following issues: employee notification; retention of key personnel; turn-over of work-in-progress, inventories and Government property; removal of Contractor property; data and information transfer; and any other actions required to ensure continuity of operations. The contractor must provide an inventory of equipment to the Government before conducting a joint inventory between the incumbent and the successor, reconciliation of all property accounts, requisitions and work-in-progress; turn-in of excess property; clean-up of Contractor work areas; provision for familiarization of the successor's personnel on and contract-related operations, specialized equipment and ongoing work that the successor would be required to complete.

4.0 Services Summary

4.1 Contractor Manpower. The Contractor shall provide skilled personnel with proper education, experience and qualifications to perform the tasks assigned under this contract. This may include, but is not limited to obtaining the Maintenance and Material Management System qualification *Maintenance Person* aboard EODGRU TWO after contract award. Personnel assigned to these tasks must be able to communicate and work effectively with DoD, Civilian and Military personnel. All technicians will support Voyage Repair and other logistics services as required.

4.1.1 Electrician. The Contractor shall provide an Electrician (Level IV Technician) with a high school diploma or equivalent vocational degree or general educational diploma and a minimum of five (5) years general experience in their respective trade and at least three (3) consecutive years of experience repairing, maintaining, and troubleshooting vehicle and small boat electrical systems including lights, battery systems and GENTEX communication boxes in accordance with applicable OEM tech manuals, Navy Boat Information Book (BIB) and drawings to bring systems to fully operational status.

4.1.2 Welder. The Contractor shall provide a (Level IV Technician) with a high school diploma or equivalent vocational degree or general educational diploma and a minimum of five (5) years general experience in their respective trade and at least three (3) consecutive years of experience repairing, maintaining, and troubleshooting hull damage to rails, hull structure, cabin tops and any other metal areas in accordance with Naval Ships' Technical Manual Chapter 074 Volume 1 Welding and Allied Processes and NAVSEA T0300-AU-SPN-010 Fabrication, Welding and Inspection of Small Boats and Craft Aluminum Hulls. This Welder must be certified as Gas Tungsten Arc Welding (TIG), Gas Metal Arc Welding (MIG) and Gas Metal Arc Welding Pulse (GMAW-P) using 5356 filler wire per NAVSEA T0300-AU-SPN-010, page 72, Table 23.

4.1.3 CESE, CEEI, MHE, and Small Boat Mechanic. The Contractor shall provide CESE, CEEI, MHE and Small Boat Mechanics (Level III & IV Technician):

4.1.3.1 Level IV Technician. The Contractor shall provide Level IV Technicians that must have a high school diploma or equivalent vocational degree or general educational diploma and a minimum of five (5) years general experience in their respective trade and at least three (3) consecutive years of experience repairing, maintaining, and troubleshooting CESE, CEEI, MHE, and Small Boats. Have extensive knowledge of technical requirements. Technicians must have the ability to identify complex problems and solutions relating to the CESE, CEEI, MHE, and Small Boat related levels of effort. Ability to coordinate program requirements, subcontractors, and employees. Ability to provide direction to subordinates. Serves as the primary and alternate points of contact (POC) for problem resolution and liaison with Government. Ensures contract deliverables are accurately and timely submitted.

4.1.3.2 Level III Technician. The Contractor shall provide Level III Technicians that must have a high school diploma or equivalent vocational degree or general educational diploma and a minimum of three (3) years general experience in their respective trade and at least two (2) consecutive years of experience repairing, maintaining and troubleshooting CESE, CEEI, MHE and Small Boats, respectively. Have moderate understanding of technical

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requirements. Ability to identify technical problems and solutions

- 4.1.3.3** All CESE, CEEI, MHE, and Small Boat Mechanic shall be graduates of KONRAD Service Technical Training and possess the following abilities as applicable to the repair or assessment:
- 4.1.3.4** Diesel Engines (Maritime). Technicians shall possess five consecutive years' of current experience with and be certified to maintain and repair Cummins and Yanmar diesel engines, hold an Insite Qualification & Tier 3 QSB/QSC Engine Qualifications and conduct work in accordance with manufacturer's specifications for make and model in accordance with Cummins and Yanmar technical manuals.
- 4.1.3.5** Mercury Outboard Engines. Technicians shall possess five consecutive years' of current experience with and be certified to maintain and repair Mercury Outboard Systems, including Verado and Electronic Fuel Injection, and have completed the corresponding Mercury Verado certification.
- 4.1.3.6** Waterjets. Technicians shall possess five consecutive years' of current experience with and be certified to maintain and repair Hamilton HJ292 waterjets in accordance with Hamilton Jet Marine Propulsion Units Product Manual Model HJ292 and Product Manual Model HSRC.
- 4.1.3.7** Window Replacement. Technicians shall possess three consecutive years' of current experience with and be certified to repair and/or replace various vehicle and boat window, windshields and wind screens.
- 4.1.3.8** Motor Vehicle Transmissions and Drive Trains. Technicians shall possess five consecutive years' of current experience with and be certified to maintain and repair various vehicle transmissions and drive trains, including High Mobility Multipurpose Wheeled Vehicles and Mine-Resistant Ambush Protected (MRAP) variants.
- 4.1.3.9** Small Boat Transmissions. Technicians shall possess five consecutive years' of current experience with and be certified to maintain and repair various small boat transmissions to include Twin Disc MG5075SC Service and Installation Manual.
- 4.1.3.10** Diesel Engines (Vehicular). Technicians shall possess five consecutive years' of current experience with and be certified to maintain and repair MTU diesel engines, Caterpillar diesel engines; High Mobility Multipurpose Wheeled Vehicle diesel engines; MRAP diesel engines; Duramax Turbo diesel engines and John Deere diesel engines. A minimum of one (1) technician shall be a graduate of MTU CE Level II & III diesel engine course.
- 4.1.4** Logistician. The Contractor shall provide a Logistician proficient in Microsoft Excel, who possess a bachelor's degree or equivalent of six (6) years general logistics experience and at least five (5) consecutive years of experience in the Navy Supply Logistics Field. Experience should include but not limited to: Knowledge of Naval Tactical Command Support System (NTCSS), R-Supply and Organizational Maintenance Managements System-Next Generation (OMMS-NG); knowledge of Quality Deficiency Reports (QDR); ability to effectively document and control shop tool inventory; Expertise in Configuration management of assigned Small Boats, CESE, CEEI and MHE; and an ability to effectively manage bi-weekly part inventories. The logistician will also be expected to coordinate work efforts between the TPOC and technicians.
- 4.1.5** Quality Assurance and Non-Destructive Test Specialist. The contractor shall provide a Non-Destructive Test (NDT) Qualified & Quality Assurance (QA) Specialist (Level II), who possesses a bachelor's degree or equivalent of six (6) years general quality management systems experience and a minimum of recent (within 15 years): Five (5) consecutive years' in Quality Assurance and Non-Destructive Testing; Five (5) consecutive years' experience in shipbuilding environment with general knowledge and understanding of metallic fabrication machinery, precision welding, brazing, tube bending, and shipboard safety; Five consecutive (5) years' experience and certification to Level II NAVSEA TECH PUB 271 or ASNT TC-1A for Non-Destructive Testing to include; Visual, Liquid Penetrate, and Magnetic Particle Inspection Methods.
- 4.2** **Contractor Furnish Facility.** The Contractor shall maintain a management office focal point within the Hampton Roads area of Virginia to accomplish the administrative, managerial, financial and operational aspects of this contract (e.g. recruiting and hiring necessary personnel; obtaining all required certifications and clearances; and

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accomplishing any necessary training or tasks to support the requirements of this contract). Additionally, the Contractor shall have facilities within the Hampton Roads area of Virginia to provide technical support; machine shop and welding quality assurance in direct support of their personnel assigned to this contract.

- 4.3 Contractor Furnished Tools.** The tools required to accomplish required maintenance are considered technician “tools of the trade” and shall be provide by the contractor. Tools of the trade include welder, inspector, mechanic and electrician hand tools.
- 4.4 Contractor Furnished Material.** The contractor shall provide all material (consumable and non-consumable), except repair parts and hazardous materials, necessary to accomplish required maintenance and logistics tasks required by this PWS. This includes shipping containers necessary to support Field Services. This does not prohibit the Government from providing these materials when feasible and expedient.
- 4.5 Contractor Furnished Motor Vehicle.** The Contractor shall provide a properly outfitted motor vehicle with the capability to carry a 10K generator, air compressor and required tools for contractor use to conduct roadside/emergent repairs of small boats and CESE operating outside within CONUS and assistance to convoy elements for equipment break downs and roadside/emergent repairs during tactical convoys and operational transits. The Contractor shall also provide a vehicle for contractor employee use to pick up parts and transit between EOD buildings and maintenance locations.
- 4.6 Maintenance-related Material.** The contractor shall obtain and keep on hand a sufficient inventory of tools, test equipment and other contractor furnished materials required to perform maintenance-related tasks associated with a specific work request.
- 4.7 Forecasted Maintenance.** The Contractor is expected to self-generate maintenance tasks in accordance with OEM recommendations and specifications as well as by anticipating equipment problems due to operational use and environmental conditions. The Contractor is expected to exercise independent judgment and initiative in representing the Government with approval of the Government and within the scope of this PWS.
- 4.8 Mail/Material Shipping.** When directed by the Government, the Contractor shall establish commercial and official mail and shipping services (DHL, FED-EX, UPS and/or USPS) account(s) for performance of this contract at the contractor provided facility. Contractors will prepare shipping documents and use the government shipping and logistics movement capabilities to reduce shipping costs where feasible.
- 4.9 On-Site Communication.** The Contractor shall obtain a cellular telephone account (or an addition to an existing contract held by the Contractor) and cellphone for use by mechanic(s) in the performance of their duties. The number made available to all Government representatives.
- 4.10 Preservation, Packing and Marking.** When required and when directed by the Government, the Contractor will prepare, preserve, pack and mark for shipment any material or equipment bound for locations off-installation (typically for replacement or disposal). This shall be conducted in accordance with applicable best practices associated with the preparation and movement of Navy Cargo. In this scenario and on an as needed basis, the Government may authorize the contractor to purchase supplies/materials for which the Government shall reimburse the contractor. All requisitioned supplies/materials for this effort will become the Government’s property.
- 4.11 Defense Reutilization Marketing Office (DRMO).** Prior to turning in any material to DRMO, the Contractor shall obtain the Government’s authorization and approval. The Contractor shall return refused materiel as directed and resolve any discrepancy. The Contractor shall maintain records/receipt of all DRMO transactions.
- 4.12 Deliverables and Deliverable Schedule.** In fulfillment of this contract, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the COR via the TPOC, unless otherwise agreed upon, in an accurate and timely manner. Reports shall be provided in Excel Spreadsheet for maintenance history, Microsoft Power Point for Assessment out-briefs and Microsoft Word. The reports specified herein shall be forwarded by traceable means to locations specified by the COR and TPOC. “Traceable” means shall be defined as a cover letter, identifying the task and deliverable being sent, along with a properly filled out Task Action Memorandum (TAM) for each product. The cover letter shall include a statement indicating to what other activities the product has been delivered. Reports are to be delivered to the COR via the TPOC for review and acceptance.

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4.12.1 Work Completion Report. The Contractor shall document the efforts performed in the completion of each work request in a detailed Work Completion Report, due within 48 hours of work completion. The report format may be at the Contractor's discretion, but the report may be modified at the COR's request. At a minimum, the Work Completion Report shall include: Summary (The Contractor shall provide a summary of work, and activities, accomplished during the reporting period.); Date of assessment, Inspection and/or Repair; Equipment Identification (Boat Hull Number, Uniform Serial Number or manufacturer serial number); Findings/Recommendations; Date of Repair Completion; Problems Encountered (The Contractor shall provide a brief summary of any problems, issues or delays identified/encountered and recommendations as to their resolution, or any corrective action that was taken to correct identified problems.); and list the name and contact information of the Government representative accepting work.

4.12.2 After Action Trip Report. The Contractor shall document the efforts performed while on travel, due within seven calendar days from trip completion. The report format may be at the Contractor's discretion, but the report may be modified at the COR's request. At a minimum, the After Action Trip Report shall include: Summary (The Contractor shall provide a summary of work, and activities, accomplished during the reporting period.); Date of assessment, Inspection and/or Repair; Equipment Identification (Boat Hull Number, Uniform Serial Number or manufacturer serial number); Findings/Recommendations; Date of Repair Completion; Problems Encountered (The Contractor shall provide a brief summary of any problems, issues or delays identified/encountered and recommendations as to their resolution, or any corrective action that was taken to correct identified problems.); Personnel Briefed; and Breakdown of travel costs, indicating amount expended and amount remaining.

4.12.3 Status/Final Report. The Contractor shall provide a final report within two calendar weeks from the conclusion of each month. The report shall summarize all work accomplished, addressing: Complete summary of work completed and activities accomplished during the performance period, significant issues, problems and recommendations.

4.12.4 5237.102-90 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

(b)The standard language to be inserted is:

"The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Expeditionary Equipment Readiness Support Services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

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>.

4.12.5 Deliverable Table. The Contractor shall submit reports to the COR via the TPOC as prescribed by paragraph 4.12 of this PWS. Due dates for all reports are set as delivery to the TPOC who will forward reports to the COR.

Reference	Milestone/Deliverable	Due Date
4.12.1	Work Completion Report	48 hours of work completion
4.12.2	After Action Trip Report	Within 7 Days from return of travel.
4.12.3	Status/Final Report	Within 2 weeks of after each month
4.12.4	Contractor Manpower Reporting	31 October of each PoP

4.13 **Inspection and Acceptance Criteria.** Final inspection and acceptance of all work performed at the place of delivery, will be accepted by the point of contact assigned by the TPOC for each work request. Results will be provided to the TPOC. Reports and other deliverables will be accepted by the COR and in accordance with the Quality Assurance Surveillance Plan (QASP).

4.14 **Quality Assurance.** The COR and TPOC will review for completeness all documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR or TPOC will not relieve the Contractor of the responsibility for complying with the requirements of this requirement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review or as an acknowledgment that the material is in conformance with the assigned task order.

4.14.1 Quality Assurance Surveillance Plan. The QASP will be used primarily as a tool to verify that the Contractor is performing all services required by this PWS in a timely, accurate and complete fashion. This ensures that the Government has an effective and systematic method of surveillance for the services associated to this contract.

4.14.1.1 Performance Criticality. Requirements are critical to the performance of EOD missions.

4.14.1.2 Performance Standards.

4.14.1.2.1 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 work request(s).

4.14.1.2.2 Deliverables. The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/work request(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness and accuracy.

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4.14.1.2.3 Past Performance. In addition to any schedule and deliverable 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.

4.14.1.2.4 Surveillance methods. The primary methods of surveillance used to monitor performance under this contract will include COR & TPOC surveillance, random or planned sampling, periodic inspection and internal/external validated customer complaints.

4.14.1.2.5 Performance Measurement. Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality	Activities, inspections, and corrective actions completed as required by the PWS.	Inspection by COR or TPOC	Upon completion of activities; As Required for corrective actions.	95% Compliance with the PWS.
Contractor Quality: Welding / Hot Work	Completed as required by the PWS.	Inspection by COR or TPOC	Upon completion of activities;	100% Compliance with the PWS
Personnel Qualifications	Qualifications as prescribed in the PWS.	Inspection by COR and TPOC	100% inspection	100% Compliance with the PWS.
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS.	Inspection by COR and TPOC	100% inspection of all contract deliverables. As Required for corrective actions.	>95% of deliverables submitted timely and without rework required
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 COR and TPOC	At the end of Contract	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% Accuracy

4.14.1.2.6 Performance Requirements Summary. If performance is within the listed acceptable quality levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

4.14.1.2.7 Incentives/Disincentives. The COR documents contractor performance in the Contractor Performance Assessment Reporting System (CPARS). The contractor's failure to achieve satisfactory performance under the contract,

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reflected in the COR's annual report, may result in termination of the contract and may also result in the loss of future Government contracts. The contractor's failure to achieve satisfactory performance under the contract may result in the non-exercise of available options. For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within five work 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 D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

1. Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed at the place of delivery, will be accepted by the COR and TPOC. Results will be provided to the COR. Reports and other deliverables will be accepted by the COR, and in accordance with the Quality Assurance Surveillance Plan (QASP).

2. QUALITY ASSURANCE

The COR will review, for completeness, all documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval

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 CRG-2 Personnel
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, and deliverable 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 under contract will include COR surveillance, random or planned sampling, periodic inspection, and internal/external validated customer complaints.
4. Performance Measurement: Performance will be measured in accordance with the table at Paragraph 4.14.1.2.5.
5. Performance Requirements Summary: If performance is within the listed acceptable quality levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR documents contractor performance in the Contractor Performance Assessment Reporting System (CPARS). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of

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future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 work 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:

8001	9/1/2017 - 8/31/2018
9001	9/1/2017 - 8/31/2018
9002	9/1/2017 - 8/31/2018

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the base year are as follows:

8001 01 September 2017 – 31 August 2018

The periods of performance for the following option items are as follows:

8101 01 September 2018– 31 August 2019

8201 01 September 2019 – 31 August 2020

8301 01 September 2020 – 31 August 2021

8401 01 September 2021 – 31 August 2022

FAR 52.217-8 Option to Extend Services 01 September 2022 - 31 February 2023

Services to be performed hereunder will be provided at the locations specified in section 2 of the PWS.

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SECTION G CONTRACT ADMINISTRATION DATA

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

_____ 2-IN-1 _____

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

_____ Not Applicable _____

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	N00189

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Inspect By DoDAAC	V55322
Ship To Code	V55322
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	V55322
Service Acceptor (DoDAAC)	V55322
Accept at Other DoDAAC	N/A
LPO DoDAAC	V55322
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

Acceptor:

[REDACTED]

Certifier:

[REDACTED]

g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

_____ Not Applicable _____

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

(End of clause)

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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

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

a. All pre-award information, questions, or data;

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- b. Freedom of Information inquiries;
- 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).

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

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

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of

invoices and final audit of the contract prior to final payment to the contractor.

Not Applicable

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

Name: DFAS Columbus Center, South Entitlement Operations

Address: P.O. Box 182264
Columbus, OH 43218-2264

Phone:

5. CONTRACTING OFFICER REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- 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.

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NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing.

No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE 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.

[REDACTED]

[REDACTED]

[REDACTED]

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer Representative (COR)/Task Order Manager (TOM) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

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4. The COR/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 COR/TOM duties are as follows:

a. Technical Interface

(1) The COR/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 COR/TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO or CAO.

(2) The COR/TOM is prohibited from issuing any instruction which would constitute a contractual change. The COR/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 or CAO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR/TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR/TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR/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 COR's/TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

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

(3) The COR/TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR/TOM should determine the factors causing the delay and report them to the PCO or CAO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR/TOM is responsible for monitoring the recovery and keeping the PCO or CAO 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 or CAO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR/TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR/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

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this determination, the COR/TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR/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 COR/TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

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

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

d. Contract Modifications. The COR/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 COR/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 COR/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 COR/TOM must take prompt action to provide the PCO or CAO 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 COR/TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR/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 COR/TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

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

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

(3) The COR/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.

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SLINID	PR Number	Amount
8001		[REDACTED]
LLA :		
AA 1771804 60CC 257 4582A D 060951 2D C059AD 40273735MGAP		
9001		[REDACTED]
LLA :		
AA 1771804 60CC 257 4582A D 060951 2D C059AD 40273735MGAP		
9002		[REDACTED]
LLA :		
AA 1771804 60CC 257 4582A D 060951 2D C059AD 40273735MGAP		

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

(end of text)

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

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

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 text 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 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 Command's Security Manager upon arrival to the 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

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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) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

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

The SAAR-N shall be forwarded to the 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 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

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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. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions 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 as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) 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 Command's Security Manager upon arrival to the 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 Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination 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 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 DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall

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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 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) or T1 investigation equivalent 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:

- 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 T1 equivalent investigation, 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.

REVIEW OF AGENCY PROTESTS

The contracting activity, Fleet Logistics Center Norfolk (FLCN) will process agency protests in accordance with the requirements set forth in FAR 33.103(d). Pursuant to FAR 33.103(d) (4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a Contracting Officer to the reviewing authority. The reviewing authority for NAVSUP FLC N is the Director, Regional Contracts Department, Fleet Logistics Center Norfolk, Norfolk, VA. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Reviewing Official". Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

- 52.204-2 Security Requirements (AUG 1996)
- 52,204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.217-5 Evaluation of Options (JUL 1990)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
- 52.219-14 Limitations on Subcontracting (NOV 2011)
- 52.222-17 Non-displacement of Qualified Workers (MAY 2014)
- 52.222-41 Service Contract Act of 1965 (MAY 2014)
- 52.222-43 Fair Labor Standards Act-Price Adjustment (MAY 2014)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)
- 52.222-99 (Dev) Establishing A Minimum Wage For Contractors (Deviation 2014-O0017) (JUN 2014)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.228-5 Insurance - Work On A Government Installation (JAN 1997)
- 52.232-18 Availability of Funds (APR 1984)
- 52.233-1 Disputes (MAY 2014)
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (AUG 1984)
- 52.245-1 Government Property (APR 2012)
- 52.245-2 Government Property Installation Operation Services (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 252.201-7000 Contracting Officer's representative (DEC 1991)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)
- 252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)
- 252.205-7000 Provision of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7004 Subcontracting With Firms That Are Owned or Controlled By The Government of a (OCT 2015)
Country that is a State Sponsor of Terrorism

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252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

252.215-7008 Only One Offer (OCT 2013)

252.222-7002 Compliance With Local Labor Laws (Overseas) JUN 1997

252.222-7007 Representation Regarding Combating Trafficking in Persons (JAN 2015)

252.223-7006 Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014)

252.225-7041 Correspondence in English (JUN 1997).

252.225-7042 Authorization to Perform (APR 2003)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the US

252.225-7048 Export-Controlled Items (JUN 2013)

252.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State (OCT 2015)
Sponsor of Terrorism

252.225-7993 Prohibition on Providing Funds to the Enemy (Dev 2015-O0016)(SEP 2015)

252.225-7995 Contractor Personnel Performing in the United States Central Command Area (JAN 2015)
of Responsibility (Deviation)

252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of
Responsibility

252.225-7989 Requirements for Contractor Personnel Performing in Djibouti (Dev 2014-O0005) (Jan
2014)

252.225-7995 Contractor Personnel Performing in the USCENTCOM AOR (Dev 2015-O0009) JAN 2015)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

252.232-7007 Limitation of Government's Obligation (APR 2014)

252.232.7010 Levies on Contract Payments (DEC 2006)

252.237-7010 Prohibition on Interrogation of Detainees by Contractor (JUN 2013)

252.243-7002 Request for Equitable Adjustment (DEC 2012)

252.244-7000 Subcontracts for Commercial Items (JUN 2013)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (MAR 2015)

252.247-7023 Transportation of Supplies by Sea

CLAUSES INCORPORATED BY FULL TEXT

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52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

(a) Definitions. As used in this clause—

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in [subpart 2.1](#) entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.217-8 - Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within fourteen (14) days of contract expiration.

(End of clause)

52.217-9 - Option to Extend The Term of The Contract (MAR 2008)

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(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 66 months.

(End of clause)

52.222-41 WAGE DETERMINATIONS

WD 15-4341 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 | Wage Determination No.: 2015-4341
 Daniel W. Simms Division of | Revision No.: 2
 Director Wage Determinations | Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: North Carolina, Virginia

Area: North Carolina County of Currituck
 Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Surry, Virginia Beach, Williamsburg, York

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

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It is not a Wage Determination

Employee Class--Monetary Wage -- Fringe Benefits

Electrician (Level IV Technician) - GS-11

Welder (Level IV Technician) - GS-11

Quality Assurance/NDT Inspector - GS-09

Boat Mechanic (Level IV Technician) - GS-11

Boat Mechanic (Level III Technician) - GS-09

CESE Mechanic (Level IV Technician) - GS-11

CESE Mechanic (Level III Technician) - GS-09

Logistician - GS-09

(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. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of Provision)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

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

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

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

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(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated

with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same

proportion as the amount of funding obligated for each ACRN within the fiscal year.

(End of clause)

252.204-7008 Compliance With Safeguarding Covered Defense Information Controls (DEC 2015)

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

Controlled technical information, covered contractor information system, and covered defense information defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))--

(1) By submission of this offer, the offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171,

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``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(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 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)

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>

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DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of Clause)

STATUS OF FORCES AGREEMENT

It is the contractor's responsibility to review, understand, and comply with all SOFA and country-specific requirements applicable to this contract.

SOFA status defines the benefits received by the contractor and/or the contractor's dependents. These benefits include, but are not limited to, commissary, postal, military banking privileges, on-base education and access to United States military medical facilities. The SOFA status usually defines the prosecution for criminal offenses in the USG OCONUS court system and laws as opposed to the Host Nation judicial system and laws but that will vary by location.

The resultant contract will have performance locations in OCONUS locations as detailed in the Performance Work Statement. Additional information on traveling outside of the United States can found by accessing the Foreign Clearance Guide located at <https://www.fcg.pentagon.mil/fcg.cfm> and the respective Area of Responsibility (AOR) Geographic Combatant Command (GCC) webpage located at http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD FORM 254 Contract Security Classification Specification