

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
08

3. EFFECTIVE DATE
31-Jul-2015

4. REQUISITION/PURCHASE REQ. NO.
1300509788

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

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6) CODE

S2404A

NAVSUP FLC Norfolk, Detachment Philadelphia
700 Robbins Avenue, Bldg. 2B
Philadelphia PA 19111-5083

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

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

Logistics Support Incorporated
2611 Jefferson Davis Highway, Suite 12000
Arlington VA 22202-4040

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7806-EX01

10B. DATED (SEE ITEM 13)

13-Jun-2014

CAGE CODE
1XBU0

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
FAR 52.232-22 Limitation of Funds and 52.232-20 Limitation of Cost

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

31-Jul-2015

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to provide incremental funding. Accordingly, said Task Order is modified as follows: 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:

702002:

From:

To: AH 1751804 8B2B 251 V4F00 0 050120 2D 000000 A00002950314

702003:

From:

To: AJ 1751804 8B2B 251 V4F00 0 050120 2D 000000 A10002950314

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
702002	O&MN,N	0.00	[REDACTED]	[REDACTED]
702003	O&MN,N	0.00	[REDACTED]	[REDACTED]

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

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

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 1 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000							\$0.00
7000AA	R408	See CLIN 7010. CLIN 7000 administratively deleted. POP remains 16 July 2014 - 15 July 2015 (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00
7001							\$0.00
7001AA	R408	See CLIN 7020. CLIN 7001 administratively deleted. (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7002							\$0.00
7002AA	R408	See CLIN 7030. CLIN 7002 administratively deleted. (O&MN,N) Option	0.0	LO	\$0.00	\$0.00	\$0.00
7010	R408	Revised Labor CLIN. Base Year Professional Support Services. REVISED POP 16 July 2014 - 30 June 2015. (O&MN,N)					
701001	R408	(O&MN,N)					
701002	R408	(O&MN,N)					
701003	R408	(O&MN,N)					
701004	R408	(O&MN,N)					
701005	R408	(O&MN,N)					
701006	R408	(O&MN,N)					
701007	R408	(O&MN,N)					
701008	R408	(O&MN,N)					
701009	R408	(O&MN,N)					
701010	R408	(O&MN,N)					
7020	R408	Option Year 1. Professional Support Services Revised Period of Performance 1 July 2015 - 30 June 2016 (O&MN,N)					
702001	R408	(O&MN,N)					
702002	R408	(O&MN,N)					
702003	R408	(O&MN,N)					

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 2 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7030	R408	Option Year 2. Professional Support Services. Revised POP 1 July 2016 - 30 Jun 2017 (O&MN,N) Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000					150,000.00
9000AA	R408	See CLIN 9010. CLIN 9000 administratively deleted. POP 16 July 2014 - 15 July 2015. ODC in support of CLIN 7010. (O&MN,N)	0.0	LO	\$0.00
9001					150,000.00
9001AA	R408	See CLIN 9020. CLIN 9001 administratively deleted. (O&MN,N) Option	0.0	LO	\$0.00
9002					150,000.00
9002AA	R408	See CLIN 9030. CLIN 9002 administratively deleted. (O&MN,N) Option	0.0	LO	\$0.00
9010	R408	ODC in support of CLIN 7010. Revised POP 16 July 2014 - 30 June 2015 (O&MN,N)	1.0	LO	
901001	R408	(O&MN,N)			
901003	R408	(O&MN,N)			
901004	R408	(O&MN,N)			
901005	R408	(O&MN,N)			
901006	R408	(O&MN,N)			
901007	R408	(O&MN,N)			
901008	R408	(O&MN,N)			
901009	R408	(O&MN,N)			
9020	R408	Option Year 1. ODC in support of CLIN 7020. Revised POP 1 July 2015 - 30 Jun 2016 (O&MN,N)	1.0	LO	
902001	R408	(O&MN,N)			
9030	R408	Option Year 2. ODC in support of CLIN 7030. REVISED POP 1 July 2016 - 30 June 2017 (O&MN,N) Option	1.0	LO	

SECTION B

NOTE: The Offeror's proposed amounts shall include the specified NTE amounts for ODCs/Travel.

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 3 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B

LEVEL OF EFFORT (COST TYPE CONTRACT)

(a) The level of effort for the performance of this contract during the period from the start of the contract performance to 12 months thereafter is based upon [REDACTED] estimated man-hours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional [REDACTED] estimated man-hours of direct labor, for a total level of effort of [REDACTED] estimated man-hours of direct labor (hereinafter referred to as the “Estimated Total Hours”).

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Category	Base Year	Option 1	Option 2
Project Manager (PWS Section 3.1)	500	500	500
TYCOM SME (PWS Section 3.2)	4,160	4,160	4,160
N00AL SME (PWS Section 3.2)	2,080	2,080	2,080
Expert Consultant (PWS Section 3.2)	4,160	4,160	4,160
Program Analyst (PWS Section 3.2)	4,160	4,160	4,160
Program Manager (PWS Section 3.1)	2,080	2,080	2,080
Engineering Tech – Audit (PWS Section 3.3.1 and 3.3.2)	4,160	4,160	4,160
Engineering Tech – mid level (PWS Section 3..3.3)	4,160	4,160	4,160
Total Max Hours	25,460	25,460	25,460

(c) The Estimated Total Hours include overtime* and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of man-hours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of man-hours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total man-hours effort prior to the expiration of the term thereof. The number of man-hours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total Hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expand either the total estimated cost of the Estimate Total Hours. If this contract is subject to the Service contract Act, in no event will the Contracting Office, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as, extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated man-hours of direct labor, the contractor shall immediately notify the Contracting Office in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled “Limitations of Cost” and/or “Limitation of Funds.”

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 4 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of one CPFF task order resulting from this solicitation.

NOTE: Offerors are apprised here that an offeror's accounting system must have been determined adequate for determining costs applicable to cost reimbursement contracts by Defense Contract Audit Agency (DCAA) prior to contract award under this solicitation.

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

The fixed fee for work performed under this contract is [REDACTED] provided that approximately [REDACTED] hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than [REDACTED] hours of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of [REDACTED] per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

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

NOTE: Subcontractor passthrough of [REDACTED] included in cost in Section B.

COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME)

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled "Evaluation Criteria and the Basis for Award." If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10)

(a) Definitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 5 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

IDENTIFICATION OF RATIOS

(a) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.

(b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.

(c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort.

Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

INFORMATION TO BE COMPLETED BY OFFEROR

Labor Category	*Base Hourly/Week	Hours Proposed/Week	**Ratio	***Proposed Rate	Adjusted
for					
Uncompensated					Overtime
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 6 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime.

**Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

***Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 7 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

NAVSUP – Acquisition Logistics Program Office (N00AL)

1.0 PURPOSE

This Performance Work Statement (PWS) covers program management, business management, technical data management human capital management, and direct fleet support services to the NAVSUP Acquisition Logistics Program Office (N00AL). The services to be provided under this effort shall support N00AL with Program Management (PM) and Subject Matter Expert (SME) technical support services.

1.1 BACKGROUND

The NAVSUP Acquisition Logistics Program Office (N00AL) focuses on maintaining continuity of ship design, systems engineering and related cost and readiness factors. Overall, program efforts are responsible for providing support and assistance in monitoring factors related to technical performance, productivity, operability and supportability of configuration and technical data management, and support to the development and execution of common strategies and approaches to weapon systems life-cycle logistics.

1.2 SCOPE

The support services required by this effort encompass all aspects of Life-Cycle Logistics across the NAVSEA Enterprise and affiliated Program Executive Offices (PEO), *with the exception of Naval Nuclear Propulsion managed by SEA 08*. Work to be performed under this effort shall support NAVSUP N00AL with program management, planning, business operations/improvement and technical support services. The work performed will support COMNAVSEASYSCOM's Navy-Wide Life Cycle Integrated Product Support Management effort including Configuration Management, Technical Data, Product Data Management and Logistics Data Architecture Programs. This work also provides expertise and services to support NAVSUP N00AL's Human Capital Management, Competency Domain Leadership, and Supply Support Operations functions. All services shall reflect innovative and resource-conscious management techniques employed to increase efficiencies and control cost. **All Personnel shall have a minimum active SECRET clearance.**

1.3 APPLICABLE DOCUMENTS

The below identified standards are essential to ensuring services and deliverables provided adhere to the basic logistics tenets. Contractor support shall adhere to these standards throughout performance of this Performance Work Statement (PWS). The government reserves the right to adjust this list as necessary during performance (adding or deleting identified standards). These standards can be found on the various .mil domain World Wide Web sources such as <http://www.dtic.mil/whs/directives/corres/ins1.html>, and will be provided as Government Furnished Information upon award of this effort.

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 8 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Reference documents.

- a. DOD 5000.02 Operation of Defense Acquisition
- b. MIL-TMSS-38784 with slash sheets Technical Manuals, Technical, General Style and Format
- c. MIL-Spec-961 Defense Program-Unique Specification Format and Content
- d. MIL Spec-962- Defense Standards Format and Content
- e. MIL-HDBK-967- Defense Handbooks Format and Content
- g. MIL-HDBK-61- Configuration Management Guidance
- h. EIA 649 – National Consensus Standard for Configuration Management
- i. NAVSEA Technical Specification 9090-700 series Ship Configuration Logistics Support Information System (SCLSIS)
- j. MIL-STD-31000 – Technical Data Packages (TDPs)
- k. ANSI Y14.100- Engineering Drawing Practices
 - l. ANSI Y14-34- Associated Lists
- m. ANSI Y14.35 – Revision of Engineering Drawing and Associated Documents

1.4 REQUIREMENTS

The contractor shall provide assistance in a variety of logistics support services to include program management, business management, technical data management, budget management, supply operations management, human capital management, material management, direct fleet support, and support to NAVSUP N00AL's numerous logistics and material management programs, and Program Management (PM) and Subject Matter Expert (SME) technical support services. These services shall include configuration management, technical data management, logistical and technical management, program management planning, logistics data architecture, configuration status accounting, material management, shipboard logistics program management, business improvements for acquisition programs, life-cycle management, and new ship construction, business operations/improvement, assisting in developing an approach in identifying sparing risk, identifying commonalities across systems, assisting in coordination of logistics forums, developing sustainment plans, and developing methods for sharing information across all PEOs, Navy Modernization Program, Foreign Ship Transfer Program, and Human Capital Management in support to the NAVSUP N00AL Program Office.

All Personnel shall have a minimum active SECRET clearance.

NOTE: The contractor shall not participate in any aspect or phase of acquisition and/or procurement. This prohibition includes but is not limited to developing and / or writing acquisition requirements (e.g developing/writing Performance Work Statements (PWS) or Statements of Work (SOW)), reviewing responses submitted in response to a Request for Information (RFI), reviewing source selection documents, and / or

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 9 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

evaluating quotes/offers submitted in response to a solicitation, and/or participating in source selection decisions.

2.0 TASKS

2.1 PROGRAM MANAGEMENT SUPPORT

2.1.1 The contractor shall provide Program Management support in the implementation, maintenance, and management of multiple programs that encompass life-cycle logistics (i.e., PBL, DMSMS, CM, IDE, AIT, UID, IPDE, RFID, et al.) and Human Capital Strategy efforts will be managed and controlled. The contractor shall organize and coordinate all assigned project activities as required by NAVSUP N00AL (including industry interfaces).

2.1.1.1 The contractor shall assist NAVSUP N00AL Division Directors in structuring and executing program management activities to facilitate support for systems engineering and logistics engineering functions. The contractor shall provide management and technical expertise to the NAVSUP N00AL Program Management team and shall include, but is not limited to, the following activities:

2.1.1.2 The contractor shall provide technical support and management expertise to the NAVSUP N00AL/NAVSEA Acquisition Life-Cycle Logistics and Configuration Management Program Manager. The contractor shall identify issues, conduct analyses of alternatives and provide recommendations for resolution. The contractor shall evaluate current Integrated Logistics Assessment (ILA) and Sustainment Assessment (SA) processes. The contractor shall compare current requirements and capabilities against new technologies, and provide recommendations for process improvements.

As noted in Section 1.4 supra: The contractor shall not participate in any aspect or phase of acquisition and/or procurement.

2.1.1.3 The contractor shall provide management support to NAVSEA and affiliated PEOs by supporting logistics assessments, by maintaining a historical database library, and by performing assessments of NAVSEA systemic issues. The contractor shall perform NAVSEA enterprise-wide assessments to determine the adherence to, and adequacy of, logistics assessment policy. The contractor shall evaluate the effectiveness of audit/validation techniques annually.

2.1.1.4 The Contractor shall perform an analysis to determine how to improve service delivery based upon feedback received from Fleet customers.

2.1.1.5 The contractor shall monitor, investigate and analyze ship configuration accuracy and supply readiness metrics to identify potential detrimental impacts on ship readiness including ship Coordinated Shipboard Allowance List (COSAL) effectiveness using the Ship Configuration and Logistics Support Information System (SCLSIS) technical Specification 9090.700D as guidance. The contractor shall provide trend analysis and recommendations to resolve fleet readiness issues.

2.1.1.6 The contractor shall provide program management support for NAVSUP N00AL in competency alignment in the implementation of NAVSEA's Logistics Human Capital Strategy with recruiting and development efforts in support of the Human Capital Management plan. Human Capital Management encompasses assisting in the development of strategies to engage the Logistics workforce, assisting in the preparation of strategic communications such as newsletters and briefs for meetings, and providing support services in the skills-gap data analysis of

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 10 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

individual logisticians. The contractor shall provide support to initiate, coordinate, lead and complete numerous team meetings, attend and participate in the Department of the Navy Logistics Human Capital Strategy Working Group and DAU Logistics Functional IPT's (FIPT). The contractor shall support NAVSUP N00AL's role as the Competency Domain Leader for Logistics for the NAVSEA and NAVSUP communities.

2.1.2. Technical Data

2.1.2.1 The contractor shall provide program management support for NAVSUP N00AL in the development, alignment and implementation of policy for the definition, development, distribution and disposal lifecycle processes for technical data products within N00AL. Technical products include but are not limited to Operational Sequencing Systems, Technical Manuals, and Engineering Drawings.

2.1.2.2 The contractor shall provide programmatic support for the development of policy for the planning, acquisition, and lifecycle management of Technical Data Packages to support acquisition and usage of technical data products. The contractor shall provide support to initiate, coordinate, lead, attend and participate in meetings related to technical data and technical data management.

2.1.3 Material Management

2.1.3.1 The contractor shall provide program management support to NAVSUP N00AL to assist in the updating of policy, procedures for control, visibility and access to Operating Materials and Supplies (OM&S). The contractor shall provide support in optimizing visibility and accountability of OM&S with total asset visibility tools and methods, providing input for determining the retaining levels of OM&S necessary to support the missions and requirements.

2.1.3.2 The contractor shall provide support to initiate, coordinate, lead, attend and participate in various material management centric meetings for the NAVSEA and NAVSUP community.

2.1.4 Supply Support Operations

2.1.4.1 The contractor shall provide program management support for the development of policy, procedures for management for 2 Cog classified items for the satisfactory continuity of supply support operations to the Fleet. The contractor shall provide program management support to assist in establishing procedures, objectives and milestones to provide quality material pertinent to the re-procurement engineering support agreement between NAVSEA, NAVSUP, PEO's and In-Service Engineering Agents (ISEA).

2.1.4.2 The contractor shall provide support to initiate, coordinate, lead, attend and participate in various supply support operation related meetings for the NAVSEA and NAVSUP community.

2.2 PROGRAM PROCESS IMPROVEMENT SUPPORT

2.2.1 The contractor shall provide support by assisting NAVSUP N00AL in applying continuous improvement to the integrated and concurrent development of logistics products and processes for programs such as DMSMS, PBL, AIT, UID, RFID, IPDE, TMDM, IDE, PLM, CDM, etc. The Integrated Project Team (IPT) concept shall be used. The contractor shall assist in orchestrating IPTs and participate in IPTs, special advisory boards, offsite

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 11 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

meetings, working groups, etc. as a working member of the team by providing logistics insight and information within the scope of all logistics and integrated product elements.

2.2.2 The contractor shall assist in the identification of issues and provide recommendations to overcome programmatic obstacles that prevent the attainment of mission objectives.

2.3 SUBJECT MATTER EXPERT (SME)/PROGRAM ANALYST SUPPORT

2.3.1 The contractor shall team with NAVSUP in providing SME, and program analytical services to the NAVSEA Life-Cycle Logistics, Acquisition and Sustainment Program staff members to ensure that the program achieves NAVSUP/NAVSEA enterprise strategic and NAVSUP N00AL organizational goals and objectives.

2.3.2 The contractor shall provide input to training curriculum and assist in the development of training materials based on fleet feedback and knowledge/capabilities gap analysis. The contractor shall conduct specific training as directed on Configuration Management and shall provide technical support to all ships.

2.3.3 The contractor shall support NAVSEA CM as the SME and shall assist in the evaluation of new policies and procedures relevant to shipboard configuration management, maintenance reporting and support systems that provide information services and interface linkages with other systems or programs.

2.3.4 The contractor shall provide SMEs to NAVSUP N00AL in the development of documentation and procedures needed to meet existing configuration management policy and appropriate levels of program certification. The contractor shall provide SME to support the development and interpretation of Software Change Requests relating to the RADWEB program. The contractor shall perform onsite assistance visits to ships and user sites as required in resolving installation/operating problems and conducting training.

2.3.5 The contractor shall assist in the orchestration of Fleet and Configuration Management (CM) Community forums as required.

2.4 HUMAN CAPITAL MANAGEMENT

The contractor shall provide support for the Naval Acquisition Development Program in the development and execution of Human Capital Management strategies. (Human Capital Management encompasses assisting in the development of strategies to engage the Logistics workforce, assisting in the preparation of strategic communications such as newsletters and briefs for meetings, and providing support services in the skills-gap data analysis of individual logisticians). The contractor shall assist in coordinating annual and bi-annual working group/training events.

2.5 MATERIAL MANAGEMENT AND SUPPLY SUPPORT

2.5.1 The contractor shall provide technical analysis in support of NAVSEA enterprise material and logistics support programs and shall assist in the development of metrics derived from field activity inputs, pertaining to NAVSEA material management programs. Programs supported include Operating Material and Supplies (OM&S) and Total Asset Visibility (TAV). Some of this support shall include teaming with other NAVSEA offices having direct responsibility (i.e., SEA 04 FM) while executing NAVSUP N00AL's role of coordination and support.

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 12 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

2.6 DIRECT FLEET SUPPORT

2.6.1 The contractor shall provide direct Fleet analytical and technical support by supporting the development, maintaining and enhancing ship/system acquisition and lifecycle sustainment policies and processes including Total Ownership Cost Reduction initiatives within NAVSUP N00AL, NAVSEA enterprise, and Fleet. The contractor will embed an on-site representative within Commander, Naval Surface Forces Headquarters, San Diego, CA, and within Commander, Naval Surface Forces Atlantic, Norfolk, VA respectively.

As noted in Section 1.4 supra: The contractor shall not participate in any aspect or phase of acquisition and/or procurement.

2.6.2 The contractor shall provide technical and analytical support in research, data analysis, and metrics interpretation.

2.6.3 The contractor shall provide NAVSUP N00AL with technical support in developing and maintaining organizational contacts throughout the Navy logistics community to facilitate NAVSUP N00AL program management responsibilities.

2.6.4 The contractor shall provide periodic updates for ship/system acquisition, life-cycle sustainment and Total Ownership Costs (TOC) reduction initiatives.

2.6.5 The contractor shall provide technical support in developing, maintaining, and enhancing optimal outfitting delivery systems, including technical support for provisioning and allowancing. The contractor shall assist NAVSUP N00AL with efforts to maintain outfitting systems and processes in coordination with SEA 04, Program Executive Offices (PEOs), Program Offices, and NAVSEALOGCEN. This expertise shall include maritime allowance initiatives, interfaces with Navy Enterprise Resource Planning (ERP), retail and shipboard allowancing, allowance/effectiveness assessment, and rate development.

As noted in Section 1.4 supra: The contractor shall not participate in any aspect or phase of acquisition and/or procurement

2.6.6 The contractor shall provide NAVSUP N00AL assistance to standardize policies and process in NAVSEA and across all SYSCOMS using the Virtual SYSCOM vision.

2.7 SCLISIS VALIDATION/AUDIT SUPPORT

2.7.1 The contractor shall plan, propose and execute SCLISIS Validation/Audit service support to the NAVSEA Configuration Program Manager to ensure that the program achieves its goals and objectives. Contractor support includes, but is not limited to, the below identified activities:

2.7.2 The contractor shall execute the plans for conducting SCLISIS Validations/Audits on CONUS and OCONUS fleet/shore units. This shall be in accordance with NAVSUP N00AL policies utilizing the prescribed toolset. The contractor shall commence these audits within 10 days of tasking for single directed validations, maintain a schedule of validations to be performed, and adhere to the schedule for 90% of scheduled events or unless otherwise approved by the TOM.

2.7.3 The contractor shall coordinate scheduling of ships to be validated and/or audited in support of the

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 13 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Continuous Integrated Logistics Support-Targeted Allowance Technique (CILS-TAT) process with the appropriate Type Commander, CDM, Ships Program Manager, and NAVSUP N00AL. The contractor shall maintain and adhere to this schedule for 90% of scheduled events.

2.7.4 The contractor shall schedule configuration audits/validation with the ship's command staff personnel and deliver completed ship visit requests to waterfront security personnel in accordance with DD Form 254.

2.7.5 The contractor shall conduct other database maintenance validations as required/directed by NAVSUP N00AL.

2.7.6 During audits, the contractor shall notify the CDM of configuration and alteration discrepancies daily, allowing ample time for resolution of disagreements prior to final acceptance and processing of failed audit.

2.7.7 The contractor shall conduct in-briefs and out-briefs with ship's force personnel to ensure ship's command staff is informed of the scope of work to be accomplished during the audit/validation process. Upon completion of the configuration validation/audit, the contractor shall conduct out-briefs with ship's force personnel prior to leaving the ship for 100% of validations.

2.7.8 The contractor shall collect and maintain metrics of validation/audit efforts as required/directed by NAVSUP N00AL. These metrics will be provided to NAVSUP N00AL within five days of tasking.

2.7.9 The contractor shall conduct a minimum of 40 audits/validations of ships per year under this task unless constrained by limitation of funds or pre-approved by the Contracting Officer.

2.8 SHIP SELF-VALIDATION SUPPORT

2.8.1 The contractor shall provide Ship Self-Validation support services to the NAVSEA Configuration Program Manager to ensure that the program achieves its goals and objectives. Contractor support shall include, but is not limited to, the below identified activities:

2.8.2 The contractor shall perform shipboard visits to assist in setting up a validation program and to clarify any discrepancies noted. The contractor shall perform these visits within five days of tasking or as otherwise agreed to by the Contracting Officer (KO).

2.8.3 The contractor shall build work files (IAW Tech Spec 9090-700D and process them up to CDMD-OA, IAW Technical Specification 90907-700D, Part B.

3.0 PERSONNEL AND REQUIREMENTS.

- All Personnel shall have a minimum active SECRET clearance.

- Previous shipboard experience preferred as some configuration audits are performed under independent steaming.

3.1 PROGRAM MANAGER and PROJECT MANAGER

A DAWIA Level III certification or equivalent is required. Primary field is Program Management. Shall have

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 14 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

minimum active SECRET clearance.

3.2 SUBJECT MATTER EXPERT, CONSULTANT, and PROGRAM ANALYST

A DAWIA Level II certification or equivalent is required for SME only. The Subject Matter Expert, Consultant, and the Program Analyst each shall have minimum active SECRET clearance.

3.3 AUDIT/VALIDATION ENGINEERING TECHNICIAN

3.3.1 Audit/Validation Engineering Technician Team Leader.

Participates in Configuration Management, Configuration Audit/Validation utilizing prescribed logistics systems/toolsets and CDMD-OA workfile development and submission. Experience as a ship's 3M Coordinator preferred. Shall have minimum active SECRET clearance.

3.3.2 Audit/Validation Engineering Technician Senior Level.

Participates in Configuration Audit/Validation utilizing prescribed logistics systems/toolsets, and CDMD-OA workfile development/submission. Experience as a ship's 3M Coordinator preferred. Shall have minimum active SECRET clearance.

3.3.3 Audit/Validation Engineering Technician Mid-Level.

Participates in ship maintenance or Configuration Management, Configuration Audit/Validation utilizing prescribed logistics systems/toolsets, and CDMD-OA workfile development/submission. Enhanced shipboard training preferred. Shall have minimum active SECRET clearance.

3.4 PERSONNEL 5252.237-9106 Substitution of Personnel

Personnel are personnel deemed essential to performance of this effort and cannot be replaced without prior notice to the government. Requests for personnel substitutions or replacement, regardless of the circumstances, shall be submitted to the TOM for approval by the Program Manager. The request shall provide a detailed explanation of the circumstances necessitating the proposed substitution/replacement, a complete resume for the proposed substitute/replacement, and any other information requested by the TOM to support the acceptance of the proposed substitution. The proposed substitute(s) shall possess qualifications equal to or superior to those qualifications of the personnel being replaced, and equal to or superior to the qualifications as defined in the contractors successful quote for this order. The contractor shall not substitute personnel without written consent from the TOM.

4.0 IDENTIFICATION OF CONTRACTOR EMPLOYEES AND PRODUCTS

4.1 Identification of contractor employees and contractor products. All contractor personnel attending meetings, answering government telephones, and working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials.

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 15 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4. 2 Contractor personnel must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

5.0 PLACES OF PERFORMANCE/HOURS OF OPERATION

5.1 The primary places of performance for this effort is at the Washington Navy Yard in DC, and at major fleet headquarter areas such as Norfolk, VA and San Diego, CA. Work will also take place aboard Navy ships, fleet locations and at other Navy facilities. The contractor may be required to travel to various locations throughout the continental U.S. and abroad to provide support. The hours of operation may vary by location. The contractor shall be required to accommodate the various locations and work specific start and end times; on occasion late hours or support on the weekend may be required.

5.1.1 Kick-off meeting. After award, a kick-off meeting will be scheduled to bring government stakeholders and the contractor together for the purposes of reviewing the award. During this meeting, the award document will be reviewed, introductions of key government and contractor personnel will take place, roles and responsibilities will be reviewed, and any questions answered.

5.1.2 A start date for services to begin will be established, and the contractor will be given an opportunity to submit any necessary paperwork for clearances, security/building badges, etc.

6.0 ADMINISTRATIVE

6.1 Non-Disclosure Statements.

6.1.1 This PWS may require the contractor to access data and information proprietary to a contractor or government agency and/or of such a nature that its dissemination or use, other than in performance of this PWS, would be adverse to the interests of the government and/or others.

6.1.2 In the case of data or information that is proprietary to another contractor, the contractor performing work under this task must enter into a written agreement with the other contractor under Clauses C-2-00002-ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994), before gaining access to such data or software.

6.2 GOVERNMENT FURNISHED INFORMATION (GFI)/GOVERNMENT FURNISHED EQUIPMENT (GFE)

6.2.1 Equipment, furniture, and supplies normally available in an office environment will be provided to contractor personnel who work at the government's site.

6.2.2 The government will provide the below items to the contractor to conduct audits/validations under this effort:

a. TOMCAT Software and associated programming support (or other government approved business system software/web-enabled access approved by the government Program Manager)

b. Access to CDMD-OA and NAVSEA Data Environment-Navy Modernization (NDE-NM)

c. Access to other government systems will be on a case by case basis subject to approval of the

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 16 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

government Program Manager.

6.2.3 The government will provide access to data on various NAVSEA programs, processes, and schedules, to facilitate the contractor's review and analysis. The government will also provide access to SMEs, as necessary, to provide insight into the functions and tasks required. As required the government will provide or reimburse the contractor for PKI, email accounts, or similar security tools to perform under this effort. Preapproval is required.

7.0 SECURITY REQUIREMENTS

7.1 Information Security. Contractor personnel shall not release or remove system documentation, data, or reports generated by or through use of government systems. All requests for information shall be forwarded to the TOM.

7.1.1 The contractor shall not divulge any information regarding files, data processing activities/functions, user ID's, passwords, or other knowledge that may be gained, to anyone who is not authorized to have access to such information. Contractor personnel shall abide by all NAVSEA rules, procedures, and standards of conduct.

7.1.2 When the period of performance is complete and or contractor personnel leave work on this project, they will have 5 days to terminate their network user account and to return all access cards and identification badges to the TOM.

7.1.3 All contractor personnel shall be U.S. citizens. The contractor shall ensure that all personnel requiring access to any DoD information system meet the minimum criteria specified in DoD 5200.2-R, DoD Personnel Security Program. All contractor personnel requiring access to the Government workspaces will complete a National Agency Check with Local Agency Check and Credit Check (NACLCL). Contractor personnel should be aware at all times of any unusual persons or packages in their work area and immediately report those to the building security staff. If contractor personnel become aware of any person seeking unauthorized access to Controlled Unclassified Information materials, they should immediately report this to the TOM. Contractor personnel will be in compliance with the Navy Information Assurance Security Publication IA Pub 5239-26 of May 2000.

7.1.4 All contract employees are required to have a Secret Clearance based upon a current Personnel Security Investigation. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLCL. **The NACLCL is the minimum investigation necessary to access Secret information, access a controlled or restricted area, and/or access sensitive IT systems, computer or network. Investigations will be processed by the FSO in accordance with the NISPOM and fully adjudicated.**

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.

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

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 17 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Information Assurance (IA) training, and maintain a current requisite background investigation. Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment

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

8.0 REQUIRED STANDARD OF WORKMANSHIP

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

9.0 EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

10.0 TRAVEL

Reimbursement of Travel Expenses: When travel is required, reimbursement of travel costs will be as follows:

Travel between a contractor employee's primary workplace (e.g., Mechanicsburg, PA) and temporary workplace (e.g. Philadelphia, PA) will be approved in advance by the TOM. Reimbursement of the contractor employee's lodging, meals, and incidental expenses will be at the per diem rate prescribed by the Joint Travel Regulation for the temporary workplace.

(Refer to the clause entitled "Reimbursement of Travel Costs" for more information.)

Trip Reports: The contractor shall prepare a trip report no later than five (5) days following the conclusion of the trip, providing actual costs, and a description of activities conducted on the trip. One copy will be provided to the TOM, any other copies provided, as directed by TOM.

11.0 REIMBURSEMENT OF TRAVEL COSTS

1. Travel

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 18 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

a. Area of Travel. Performance under this contract may require travel by contractor personnel.

If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel.

This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

b. Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

c. Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

d. Per Diem. Per Diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

e. Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B (6) of the DOD Joint Travel Regulations, Volume 2.

f. Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

g. Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be

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

shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

h. Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

[REDACTED]
[REDACTED]
[REDACTED]

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 20 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

PREPARATION FOR DELIVERY (DATA ITEMS)

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transport classified matter by mail, the transmittal shall be in accordance with the National Industrial Security Program Operating Manual (DD-5220.22-M).

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

PROHIBITED PACKING/PACKAGING MATERIALS

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

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 21 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed by the Task Order Manager (TOM).

DELIVERY OF DATA

Should specific reporting requirements apply to any task order issued hereunder, the place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to the task order, unless delivery is deferred at the Government's option by written order of the ordering officer. Such data items shall be Not Separately Priced (NSP).

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 22 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	7/16/2014 - 7/15/2015
7010	7/16/2014 - 6/30/2015
7020	7/1/2015 - 6/30/2016
9000AA	7/16/2014 - 7/15/2015
9010	7/16/2014 - 6/30/2015
9020	7/1/2015 - 6/30/2016

CLIN - DELIVERIES OR PERFORMANCE

The Periods of Performance are as follows:

7000	Base Labor	16 July 2014 - 15 July 2015
7001	OY 1 Labor	16 July 2015 - 15 July 2016
7002	OY 2 Labor	16 July 2016 - 15 July 2017
9000	Base ODC (Travel)	16 July 2014 - 15 July 2015
9001	OY 1 ODC (Travel)	16 July 2015 - 15 July 2016
9002	OY 2 ODC (Travel)	16 July 2016 - 15 July 2017

Services to be performed hereunder will be provided primarily at the Washington Navy Yard in DC; services may also be provided at major fleet headquarter areas Norfolk, VA and San Diego, CA. Work will also take place aboard Navy ships, fleet locations and at other Navy facilities. The contractor may be required to travel to various locations throughout the continental U.S. and abroad to provide support.

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 23 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

[REDACTED]

COMMUNICATIONS

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

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

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

[REDACTED]

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 24 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Nonprocurement Programs.

(End of clause)

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>	<i>Contracting Officer Notes</i>
WAWF Invoice Type	<i>Cost Voucher</i>	<p>-- Select 2-in-1 for FFP Services Only.</p> <p>-- Select Combo for Supplies, or Supplies AND FFP Services.</p> <p>-- Select Cost Voucher for all Cost Type Contracts.</p> <p><i>If none of the above applies, please call 1-800-559-WAWF (9293).</i></p>
Contract Number	<i>N00178-14-D-7806</i>	<i>-(Enter Contract Number)</i>
Delivery Order Number	<i>EX01</i>	<i>-(Enter DO Number)</i>
Issuing Office DODAAC	<i>N00189</i>	<i>-(Enter DODAAC of the activity issuing the contract.)</i>
Admin Office DODAAC	<i>S2404A</i>	<i>-(Enter Contract Admin Office DODAAC)</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		<i>-(Enter Inspector DODAAC (plus extension if applicable, or leave blank)</i>

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 25 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher)	N00023	-(Enter DODAAC (plus extension if applicable))
Acceptance At Other	N00023	-(Enter Other Acceptance Address if different from above (plus extension if applicable))
Local Processing Office (Certifier)	N00023	-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank
DCAA Office DODAAC (Used on Cost Voucher's only)		-(Enter DCAA Office DODAAC when Applicable) - Check on DCAA website: www.dcaa.mil/
Paying Office DODAAC	HQ0338	-(Enter Paying Office DODAAC Located on Contract)
Acceptor/COR Email Address	Donna.s.williams@navy.mil	-(Enter the Acceptor Email address for this Contract if applicable)

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
██████████	████████████████████	██████████	COR

252.204-0008 Contract-wide: Contracting Officer Specified ACRN Order (Sep 2009)

The payment office shall make payment in sequention ACRN order within the contract of order, exhausting all frons from the previous ACRN before paying from the next ACRN in the sequence specified below:

ACRN Order

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 29 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 30 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

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

[REDACTED]

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

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

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

* To be completed at time of award.

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 life-cycle logistics services is the timely, accurate and thorough completion of all contract/task order requirements.
2. Performance Standards
 - a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 31 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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. The TOM will review monthly cost vouchers to monitor the contractor’s expenditures throughout the contract performance period or task order implementation. Also, the TOM will analyze the impact on cost of any inaccurate management assertions, acceleration of the due dates for the financial reports, or the lack of personnel.

d. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship, the contractor’s record of forecasting and controlling costs, the contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.

3. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or judgmental inspection, and validated customer complaints.

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

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality Control Plan <i>(If required by the contract)</i>	QC activities, inspections, and corrective actions completed as required by the plan.	Inspection by the TOM	Quarterly for overall QC activities; As Required for corrective actions.	100% Compliance with the contractor plan.
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the TOM	100% inspection of all contract deliverables.	>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 TOM	Annual	All performance elements rated Satisfactory (or higher)

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 32 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy
-----------	-------------------------------------------------------------------	------------------------------------	---------	---------------

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

Incentives/Disincentives:

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

In accordance with contract clause FAR 52.246, the Inspection of Services series, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional fee, to replace or correct work that fails to meet contract requirements. To maximize the profit earned on costs incurred, the contractor is incentivized to ensure that quality products are provided in a timely manner.

LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE

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

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

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 33 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60** 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 60 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 three years.

NOTE: All provisions and clauses of Section I of the basic contract apply to this task order (unless otherwise specified in the task order).

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports

DFARS 252.201-7000, Contracting Officer's Representative

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

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

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

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

(End of provision)

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 34 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NMCARS 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)....

(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 the Readiness Based Sparing, Aviation Functional Support via a secure data collection site. 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) S, Utilities ONLY;
- (5) 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>."

252.209-7993 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations (DEVIATION 2014-OO0009) (FEB 2014)

Contracting officers shall include the attached provision in all solicitations that will use funds appropriated by the Department of Defense Appropriations Act, 2014, and the Military Construction and Veterans Affairs, and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), including solicitations for the acquisition of commercial items under FAR part 12, and shall apply the following restrictions:

The contracting officer shall not award a contract to any corporation that provides an affirmative response to either of the representations in the provision at 252.209-7993 (Attachment) regarding any unpaid Federal tax liability, or regarding a conviction of a felony criminal violation of Federal law within the preceding 24 months, unless the agency debarring and suspending official has considered suspension or debarment of the corporation and has made a written determination that this further action is not necessary to protect the interests of the Government. Upon

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 35 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

receipt of an affirmative response to the representation, contracting officers shall consult with the agency debarring and suspending official.

252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [___] is not [___] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [___] is not [___] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

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

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

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

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

(End of clause)

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 36 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

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

APPLICABILITY

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

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

ACCESS TO FEDERAL FACILITIES

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

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

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

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 37 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

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

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

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

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 38 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

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

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

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

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

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 39 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(non-sensitive) access is required for non-US citizens outside the United States.

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 40 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(End of clause)

CONTRACT NO. N00178-14-D-7806	DELIVERY ORDER NO. EX01	AMENDMENT/MODIFICATION NO. 08	PAGE 41 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

CDRL A001 and A002

CDRL A003 and A004

CDRL A005 and A006

CDRL A007 and A008

CDRL A009 and A010

CDRL A011 and A012

CDRL A013 and A014

CE PP form

DD254_30Mar2014

N00ALDD254ContinuationPage30Mar2014