

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-15-D-8396		2. DELIVERY ORDER NO. N0018918F3016		3. EFFECTIVE DATE 2018 Sep 07		4. PURCH REQUEST NO. N7027218RCDJ502		5. PRIORITY Unrated	
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Dorothy L Curling/Code 240.3 757-443-1955			CODE N00189	7. ADMINISTERED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392			CODE N00189	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Rome Research Corporation dba RRC 421 Ridge St Rome NY 13440-5630			CODE 7L329	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED		
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	x	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Rome Research Corporation dba RRC				wschmalz Proposal Manager					
NAME OF CONTRACTOR			SIGNATURE		TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT
	See Schedule								
<i>*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>				24. UNITED STATES OF AMERICA			25. TOTAL		\$1,409,708.36
				BY: /s/Chandra S Hanley			09/07/2018 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL	32. PAID BY			33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE		g. E-MAIL ADDRESS							
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				FINAL	31. PAYMENT		34. CHECK NUMBER		
				COMPLETE	PARTIAL	FULL	35. BILL OF LADING NO.		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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GENERAL INFORMATION

THE PURPOSE OF THIS AMENDMENT IS TO REVISED ATTACHMENT 12-ESTIMATED LOE .

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8101	D399	BasePeriod. Outside Plant (OSP) and Inside Plant (ISP) cable engineering and installation support services for NCTAMS LANT Djibouti at Camp Lemonnier, Djibouti, Africa in accordance with the enclosed Performance Work Statement (PWS) (O&MN,N)	12.0	MO	\$105,309.03	\$1,263,708.36
810101	D399	FUNDING PURPOSES ONLY (O&MN,N)				
810102	D399	FUNDING PURPOSES ONLY (O&MN,N)				
8200	D399	Option I. Outside Plant (OSP) and Inside Plant (ISP) cable engineering and installation support services for NCTAMS LANT Djibouti at Camp Lemonnier, Djibouti, Africa in accordance with the enclosed Performance Work Statement (PWS). (O&MN,N) Option	12.0	MO	\$111,034.21	\$1,332,410.52
8300	D399	Option II. Outside Plant (OSP) and Inside Plant (ISP) cable engineering and installation support services for NCTAMS LANT Djibouti at Camp Lemonnier, Djibouti, Africa in accordance with the enclosed Performance Work Statement (PWS). (O&MN,N) Option	12.0	MO	\$113,325.93	\$1,359,911.16
8400	D399	Option III. Outside Plant (OSP) and Inside Plant (ISP) cable engineering and installation support services for NCTAMS LANT Djibouti at Camp Lemonnier, Djibouti, Africa in accordance with the enclosed Performance Work Statement (PWS) (O&MN,N) Option	12.0	MO	\$115,675.14	\$1,388,101.68
8500	D399	Option IV. Outside Plant (OSP) and Inside Plant (ISP) cable engineering and installation support services for NCTAMS LANT Djibouti at Camp Lemonnier, Djibouti, Africa in accordance with the enclosed Performance Work Statement (PWS). (O&MN,N) Option	12.0	MO	\$118,083.47	\$1,417,001.64
8600	D399	FAR 52.217-8 Option (O&MN,N) Option	6.0	MO	\$118,083.47	\$708,500.82

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101	D399	Travel ODC for CLIN 8101 (Base Period) in accordance with the enclosed Performance Work Statement and the Joint Travel Regulations (JTR). (O&MN,N)	1.0	LO	\$11,000.00
9102	D399	Materials & Shipping ODC for CLIN 8101(Base Period) in accordance with the enclosed Performance Work Statement. (O&MN,N)	1.0	LO	\$135,000.00
9200	D399	Travel ODC for CLIN 8200(Option I) in accordance with the enclosed Performance Work Statement and the Joint Travel Regulations (JTR). (O&MN,N) Option	1.0	LO	\$11,000.00
9201	D399	Materials & Shipping ODC for CLIN 8200(Option I) in accordance with the enclosed Performance Work Statement. (O&MN,N) Option	1.0	LO	\$135,000.00
9300	D399	Travel ODC for CLIN 8300 (Option II) in accordance with the enclosed Performance Work Statement and the Joint Travel Regulations (JTR). (O&MN,N) Option	1.0	LO	\$11,000.00
9301	D399	Materials & Shipping ODC for CLIN 8300(Option II) in accordance with the enclosed Performance Work Statement. (O&MN,N) Option	1.0	LO	\$135,000.00
9400	D399	Travel ODC for CLIN 8400(Option III) in accordance with the enclosed Performance Work Statement and the Joint Travel Regulations (JTR). (O&MN,N) Option	1.0	LO	\$11,000.00
9401	D399	Materials & Shipping ODC for CLIN 8400(Option III) in accordance with the enclosed Performance Work Statement. (O&MN,N) Option	1.0	LO	\$135,000.00
9500	D399	Travel ODC for CLIN 8500(Option IV) in accordance with the enclosed Performance Work Statement and the Joint Travel Regulations (JTR). (O&MN,N) Option	1.0	LO	\$11,000.00
9501	D399	Materials & Shipping ODC for CLIN 8500(Option IV) in accordance with the enclosed Performance Work Statement. (O&MN,N) Option	1.0	LO	\$135,000.00
9600	D399	Travel ODC for CLIN 8600 (FAR 52.217-8 Option) in accordance with the enclosed Performance Work Statement and the Joint Travel Regulations (JTR). (O&MN,N) Option	1.0	LO	\$5,500.00
9601	D399	Materials & Shipping ODC for CLIN 9600(FAR 52.217-8) in accordance with the enclosed Performance Work Statement. (O&MN,N) Option	1.0	LO	\$67,500.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEE ATTACHMENT I - PERFORMANCE WORK STATEMENT

REIMBURSEMENT OF TRAVEL COST (SEP 2015)

(a) Travel

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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

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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.

(7) 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 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

(8) 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.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN AND MATRIX

1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52-212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4.0 RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

- **Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that

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assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

- **Contracting Officer's Representative (COR)** – An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the COR is the Contracting Officer. COR limitations are contained in the written letter of appointment.

5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix (Attachment 1) describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

- **Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.
- **Random Checks/Inspections** – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The COR or Technical Point of Contact (TPOC) will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance Work Statement (PWS).

7.0 DOCUMENTATION

The COR will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. At a minimum, the Quality Assurance Surveillance file shall contain:

- Copies of letters of appointment for the COR
- A copy of the contract and all modifications
- A copy of the QASP and all subsequent revisions
- The names and titles of individuals on the contract administration team
- A record of all accepted receiving reports, required documentation with the submission of each receiving report, and reviews and verifications of ITJs.
- Memoranda for the record or minutes of any pre-performance meetings or conferences.
- Memoranda for the record or minutes of any meetings or discussions with the contractor, or others, pertaining to the contract or contract performance or changes to the PWS.

8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor. Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

QASP MATRIX

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level	Procedures to be taken when performance standards are not met
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.	FAR Clause 52.212-4
Qualified Personnel	All personnel on task are fully qualified in accordance with TE 1 of the PWS.	Inspection by COR	Random	100% personnel fully qualified IAW with PWS Section	FAR Clause 52.212-4
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	98% accuracy	FAR Clause 52.212-4
Contract Deliverables	Status report of all OSP/ISP installation efforts and issues. (CDRL 001)	Inspection by COR	Daily	98% accuracy	FAR Clause 52.212-4

Contract Deliverables	Progress Report. (CDRL A002)	Inspection by COR	Weekly	98% accuracy	FAR Clause 52.212-4
Contract Deliverables	Updates to OSP manhole infrastructure drawings/map as well as as-built butterfly documentation, and other as-built documentation related to OSP/ISP efforts. (CDRL 003)	Inspection by COR	Monthly	98% accuracy	FAR Clause 52.212-4
Contract Deliverables	Inventory 10% of GFE material in storage and GFE key inventory each month and perform full inventory semi-annually. (CDRL 004)	Inspection by COR	Monthly/ semi-annually	98% accuracy	FAR Clause 52.212-4
Contract Deliverables	Muster report. (CDRL (005)	Inspection by COR	Daily	100% accuracy	FAR Clause 52.212-4
Contract Deliverables	Ad-Hoc Reports. (CDRL 006)	Inspection by COR	As Requested	98% accuracy	FAR Clause 52.212-4
CTIP Compliance	Compliance with FAR 52.222-50, Combating Trafficking in Persons	Inspection by COR	Random	100% compliance	Non-Compliance will be immediately reported to the contract officer (see DFARS PGI 222.1703)

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

INCENTIVES/DISINCENTIVES:

The COR makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract, reflected in the COR's annual report, may result in termination of the contract and may also result in the loss of future Government contracts. Additionally, the contractor's failure to achieve satisfactory performance under the contract may also result in the non-exercise of available options.

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

8101	9/28/2018 - 9/27/2019
9101	9/28/2019 - 9/27/2020
9102	9/28/2018 - 9/27/2019

CLIN - DELIVERIES OR PERFORMANCE

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

8101	9/28/2018 - 9/27/2019
9101	9/28/2019 - 9/27/2020
9102	9/28/2018 - 9/27/2019

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

8200	9/28/2019 - 9/27/2020
8300	9/28/2020 - 9/27/2021
8400	9/28/2021 - 9/27/2022
8500	9/28/2022 - 9/27/2023
8600	9/28/2023 - 3/27/2024
9200	9/28/2019 - 9/27/2020
9201	9/28/2019 - 9/27/2020
9300	9/28/2020 - 9/27/2021
9301	9/28/2020 - 9/27/2021
9400	9/28/2021 - 9/27/2022
9401	9/28/2021 - 9/27/2022
9500	9/28/2022 - 9/27/2023
9501	9/28/2022 - 9/27/2023
9600	9/28/2023 - 3/27/2024
9601	9/28/2023 - 3/27/2024

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Services to be performed hereunder will be provided at Camp Lemonnier, Djibouti Africa in support of the

Combined Joint Task Force-Horn of Africa (CJTF-HOA) and other tenants at Camp Lemonnier.

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SECTION G CONTRACT ADMINISTRATION DATA

SECURITY ADMINISTRATION (SEP 2015)

The highest level of security required under this contract is **SECRET** as designated on DD Form 254 attached

hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, NORTHERN Region, is

designated Security Administrator for the purpose of administering all elements of military security hereunder.

COMMUNICATIONS DURING THE LIFE OF THE CONTRACT (SEP 2015)

(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 a

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 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:

CHANDRA HANLEY

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1968 Gilbert Street, Suite 600, Norfolk, VA, 23511

CHANDRA.HANLEY@NAVY.MIL

757.443.1442

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

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

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

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

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

a. Technical
Interface

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

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

b. Contract Surveillance

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

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contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

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

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

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

c. Invoice Review and Approval/Inspection and Acceptance

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

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

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

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

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

e. Administrative Duties

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

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

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

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

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h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

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

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

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

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

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.

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

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

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

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

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (SEP 2015)

In order to expedite administration of this contract/order, the following delineation of duties is provided including

the names, addresses and phone numbers for each individual or office as specified. The individual/position

designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

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

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document;

and/or

d. Arranging the post award conference (See FAR 42.503).

Name: CHANDRA HANLEY

Address: 1968 Gilbert Street, Suite 600, Norfolk, VA, 23511

Phone: 757.443.1442

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2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302

and DFARS 242.302 except in those areas otherwise designated herein.

Name: DOROTHY CURLING

Address: 1968 Gilbert Street, Suite 600, Norfolk, VA, 23511

Phone: 757.443.1955

Email: DOROTHY.CURLING@NAVY.MIL

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

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

Name: N/A

Address:

Phone:

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

Name: DFAS

Address:

Phone:

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

a. Liaison with personnel at the Government installation and the contractor personnel on site;

b. Technical advice/recommendations/clarification on the statement of work;

c. The statement of work for delivery/task orders placed under this contract.

d. An independent government estimate of the effort described in the definitized statement of work;

e. Quality assurance of services performed and acceptance of the services or deliverables;

f. Government furnished property;

g. Security requirements on Government installation;

h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the

Delivery/Task order; and/or

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i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract

(or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in

writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a

modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a

modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN

ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT

THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF

WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: GARY KHAN

Email Address: gary.k.khan.civ@mail.mil gary.k.khan.civ@mail.smil.mil

Phone: DSN: 311-824-4805 Commercial: 7703-3318

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and

functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: N/A

Address:

Phone:

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical

assistance and support to the COR in contract administration by:

a. Identifying contractor deficiencies to the COR;

b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of

deliverables;

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- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: Not Applicable

Address:

Phone:

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to the contract type or types covered by this contract and to any limitations on the warrant of the individual placing the orders;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

Name: Not Applicable.

Address:

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Phone:

Availability of Funds

Option year funds are not presently available for this contract. The Government's obligation under this contract is

contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No

legal liability on the part of the Government for any payment may arise until funds are made available to the

Contracting Officer for this contract.

The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP Fleet Logistics

Center Norfolk web page at <http://www.navsup.navy.mil/navsup/ourteam/navsupgls/navsupflcn>.

PAYMENT INSTRUCTIONS

In accordance with DFARS PGI 204.7108, Payment Instructions, invoices will be paid in accordance with the table located at the link below. https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions .

Accounting Data

SLINID	PR Number	Amount
810101	N7027218RCDJ502	819337.15
LLA :		
AA 1781804 60CP 257 70272 068892 2D CDJ502 702728WJOCOP		
810102	N3379A18RC0019B	444371.21
LLA :		
AA 1781804 52FA 257 00520 056521 2D ITN5JU 79A18RC0019B		
9101	N7027218RCDJ502	11000.00
LLA :		
AA 1781804 60CP 257 70272 068892 2D CDJ502 702728WJOCOP		
9102	N7027218RCDJ502	135000.00
LLA :		
AA 1781804 60CP 257 70272 068892 2D CDJ502 702728WJOCOP		

BASE Funding 1409708.36
Cumulative Funding 1409708.36

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SECTION H SPECIAL CONTRACT REQUIREMENTS

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (SEP 2015)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s)

(COR) for this contract:

GARY KHAN

NAME CODE

GARY.K.KHAN.CIV@MAIL.MIL

EMAIL ADDRESS

DSN: 311-824-4805 COMMERCIAL 7703-3318

TELEPHONE NUMBER

(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:

N/A

NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

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

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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

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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 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.

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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 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

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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

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Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)

Original Signed Release Statements

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

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

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

KEY PERSONNEL

Key Personnel are certain skilled experienced professional and/or technical personnel essential for successful contractor accomplishment of the work to be performed under this contract. The number of full-time equivalents of contractor personnel exceeds the quantity of Key Personnel. Contractor personnel are those persons whose credentials are part of the evaluation of the proposal; shall not be removed from the contract work or replaced without immediately notifying the Contracting Officer; and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

PERSONNEL REQUIREMENTS

(A) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. Key Personnel and are those persons whose credentials were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without immediately notifying the Contracting Officer; and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(B) All requests for approval of substitutions of personnel hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The Government retains the right to request a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.222-50	Combating Trafficking in Persons	MAR 2015
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7980 (Dev)	Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O0008)	JUN 2016
252.225-7981	Additional Access to Contractor and Subcontractor Records (Other Than USCENTCOM) (Deviation 2015-O0016) (Sept 2015)	SEP 2015
252.225-7993 (Dev)	Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016)	SEP 2015
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.246-7008	Sources of Electronic Parts	DEC 2017

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CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months inclusive of the FAR 52.217-8 Option.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

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(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their

eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act

(42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR

702.201 to 702.203);

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(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and

Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance

with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this

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contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.204-7008 Compliance With Safeguarding Covered Defense Information Controls (OCT 2016)

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

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

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall

submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

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

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

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

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(End of provision)

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

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

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

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

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

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

of Payment Requests and Receiving Reports.

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

COMBO

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

GOVERNMENT/GOVERNMENT

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

NCTAMS LANT Routing Data Table*

Field Name in WAWF

Data to be entered in WAWF

Pay Official DoDAAC

HQ0338

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Issue By DoDAAC N00189
Admin DoDAAC N00189
Inspect By DoDAAC _____
Ship To Code _____
Ship From Code _____
Mark For Code _____
Service Approver (DoDAAC) N70272
Service Acceptor (DoDAAC) N70272
Accept at Other DoDAAC
LPO DoDAAC N70272
DCAA Auditor DoDAAC _____
Other DoDAAC(s) _____

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

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

ACCEPTOR: GARY KHAN GARY.K.KHAN.CIV@MAIL.MIL DSN: 311-824-4805

APPROVER: RICHARD ODEN RICHARD.ODEN1@NAVY.MIL 757-443-9440

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

RICHARD ODEN RICHARD.ODEN1@NAVY.MIL 757-443-9440

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

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(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment I DJIBOUTI EI PWS 30MAY18

Attachment 2- DD 254 Form

Attachment 3- Contract Administration Plan

Attachment 4 Contract Discrepancy Report Form

Attachment 6- CDRL A001

Attachment 5- Government Furnished Property-Djibouti Equipment List

Attachment 7- CDRL A002

Attachment 8- CDRL A003

Attachment 9- CDRL A004

Attachment 10- CDRL A005

Attachment 11- CDRL A006