

2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 11-Jun-2015	4. REQUISITION/PURCHASE REQ. NO. N4523A15RC00066	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00406	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NAVSUP FLC Puget Sound, Code 200
467 W Street
Bremerton WA 98314
kacy.patton@navy.mil 360-476-2957

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AAMCORE Inc. 13448 Loyalty Rd Leesburg VA 20176-6118		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
[X]	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7584-GE01 10B. DATED (SEE ITEM 13) 01-Oct-2014
CAGE CODE 4VZY6	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (May 2006)

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) Dianne Palmatier, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 11-Jun-2015
(Signature of person authorized to sign)	BY /s/Dianne Palmatier (Signature of Contracting Officer)

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GENERAL INFORMATION

The purpose of this unilateral modification is to provide incremental funding in the amount of \$199,407.03 per DFARS clause 252.232-7007, to fully fund base year services through 30 Sept. 2015. 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:

The total amount of funds obligated to the task is hereby increased from \$598,221.09 by \$199,407.03 to \$797,628.12.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8000AA	O&MN,N	173,609.82	57,869.94	231,479.76
8000AB	O&MN,N	79,865.01	26,621.67	106,486.68
8000AC	O&MN,N	344,746.26	114,915.42	459,661.68

The total value of the order is hereby increased from \$797,628.12 by \$0.00 to \$797,628.12.

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Technical and Engineering Support Services - Base Year				\$797,628.12
8000AA	R425	Two Senior Project Development Planners - Base Year (O&MN,N)	12.0	MO	\$19,289.98	\$231,479.76
8000AB	R425	One Junior Project Development Planner - Base Year (O&MN,N)	12.0	MO	\$8,873.89	\$106,486.68
8000AC	R425	Four Field Project Managers - Base Year (O&MN,N)	12.0	MO	\$38,305.14	\$459,661.68
8001		Technical and Engineering Support Services - Option Year I				\$813,810.00
8001AA	R425	Two Senior Project Development Planners - Option Year I (O&MN,N)	12.0	MO	\$19,681.33	\$236,175.96
		Option				
8001AB	R425	One Junior Project Development Planner - Option Year I (O&MN,N)	12.0	MO	\$9,053.92	\$108,647.04
		Option				
8001AC	R425	Four Field Project Managers - Option Year I (O&MN,N)	12.0	MO	\$39,082.25	\$468,987.00
		Option				
8002		Technical and Engineering Support Services - Option Year II				\$830,086.08
8002AA	R425	Two Senior Project Development Planners - Option Year II (O&MN,N)	12.0	MO	\$20,074.95	\$240,899.40
		Option				
8002AB	R425	One Junior Project Development Planner - Option Year II (O&MN,N)	12.0	MO	\$9,235.00	\$110,820.00
		Option				
8002AC	R425	Four Field Project Managers - Option Year II (O&MN,N)	12.0	MO	\$39,863.89	\$478,366.68
		Option				
8003		Technical and Engineering Support Services - Option Year III				\$846,687.84
8003AA	R425	Two Senior Project Development Planners - Option Year III (O&MN,N)	12.0	MO	\$20,476.45	\$245,717.40
		Option				
8003AB	R425	One Junior Project Development Planner - Option Year III (O&MN,N)	12.0	MO	\$9,419.70	\$113,036.40
		Option				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8003AC	R425	Four Field Project Manager - Option Year III (O&MN,N) Option	12.0	MO	\$40,661.17	\$487,934.04

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

1. REFERENCES. The following documents shall form a part of the technical requirements for work under this task order.

- a. OPNAVINST 11010.20G, Navy Facilities Projects Instruction <http://neds.daps.dla.mil/Directives/table34.html>
- b. NAVFACINST 11010.44E (Ch1), Shore Facilities Planning Manual <https://nsi.navfac.navy.mil/nfadb/20.cfm>
- c. OPNAVINST 11010.45, Comprehensive Regional Planning Instruction <https://nsi.navfac.navy.mil/nfadb/20.cfm>
- d. NAVFAC P-72, Department of the Navy Facility Category Codes <https://portal.navfac.navy.mil/portal>
- e. UFC 2-000-05N, Facilities Planning Criteria for Navy and Marine Corps Shore Installations <https://portal.navfac.navy.mil/portal>
- f. NAVFAC P-442, Economic Analysis
- g. NAVSEA OP-5, Ammunition and Explosives Safety Ashore
- h. internet Navy Facilities Assets Data Store (iNFADS)
- i. 29 CFR 1926 Subpart M, Fall Protection

2. SCOPE. This is a firm fixed price type task order according to contract provisions “Types of Orders under Indefinite Delivery type Contracts” and shall require seven Contractor employee(s) to perform full time on-site services from a desired start date of 01 Oct 2014 through 1 September 2015. The Government anticipates a base year and three one-year option periods. The purpose of this task is to provide infrastructure and capital improvement planning and project development for Military Construction (MilCon) projects for PSNS&IMF facilities located at various Naval Base Kitsap (NBK) activities in the Kitsap County, Washington area.

Direct labor for this task will be in accordance with the basic contract. Project assignments will be determined by the Government’s Contracting Officer’s Representative (COR) or Government designee and coordinated with the Contractor. Any oversight by the Government for this task is to be technical in nature.

3. SECURITY AND ACCESS REQUIREMENTS. All references and deliverable items associated with this task are unclassified. Contractor employees must be U.S. citizens and be qualified to obtain a RED ‘C’ Shipyard picture badge. To be qualified, each employee must obtain, within 60 days, a security clearance for unescorted entry to various Government facilities in Navy Region Northwest, specifically the Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS & IMF) Controlled Industrial Area, and for access to the work site computer network. The minimum security access clearance is CONFIDENTIAL. The candidate may not hold dual citizenship. Security Clearance information shall be submitted with Contractor’s proposal. There are no other known requirements for access to restricted areas or information connected with the performance of this task.

4. WORK SPECIFICATION. Services provided by the Contractor shall be completed in accordance with the basic contract, References 1 (A) through (I) and this task order using information provided by the COR. The COR or Government designee will answer questions and resolve potential conflicts concerning this task order’s technical requirements.

A. The Contractor shall provide four Field Project Managers who will serve as direct liaison with the NBK Public Works Department (PWD) and the Facilities Engineering and Acquisitions Department (FEAD) for capital improvement, and maintenance and repair special projects. Their duties include:

- (1) Coordinating all Shipyard 'Outage Requests' between the NBK, NAVFAC, and PSNS & IMF organizations, ensuring minimum impact to Shipyard operations.
- (2) Providing customer (Shipyard) quality assurance during project construction.
- (3) Ensuring that user requirements are being met and monitoring completion of warranty and 'punch list' issues.

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(4) Managing construction project related tasks not directly associated with the contract construction project such as telephone, LAN, and access/alarm installations.

(5) Preparation and monitoring of Production shop and PWD work requests supporting various construction projects.

(6) Trouble-shooting and resolving potential interface / interference issues between the construction projects and Shipyard operations, utilities infrastructure, and personnel / traffic circulation.

(7) Assistance with relocation of Shipyard offices affected by construction and demolition.

(8) Assistance with preparation of collateral outfitting (furniture and special material procurement) and budget development

(9) Maintaining Fall Protection Qualifications that meet or exceed those requirements listed in reference 1(i).

B. The Contractor shall provide two Senior Project Development Planner who will provide technical and engineering support for the development, programming and execution of facility and industrial projects at PSNS/IMF facilities within the disciplines of mechanical engineering, climate control, energy efficiency, electrical systems and associated components. While the focus is on maintaining the mechanical and electrical infrastructure to support Shipyard missions, the Contractor shall look for energy efficiency opportunities and shall estimate energy and utility cost savings. The Contractor shall also develop, program and execute projects in such a manner as to optimize alternative funding opportunities as described below.

(1) Development – Duties include the following:

(a) Review existing project proposals and work order requests to “de-conflict” development work performed under this Contract, thus avoiding duplication of effort and/or wasting time and money in pursuing projects which will be negated by already scheduled work.

(b) Evaluate existing facilities and equipment to identify system conditions and operational reliability.

(c) Evaluate and report on the magnitude of repair or upgrade or replacement costs.

(d) Develop reliable cost estimates and project documentation for submission in the Sustainment-Restoration–Modernization (SRM) Program, the Military Construction (MCON) Program, the Demolition (DEMO) Program, the Energy Program, and other such facility funding programs as may be implemented by the Commander Naval Installations Command (CNIC).

(e) Provide recommendations, payback analysis, project documentation and other required input for alternate funding opportunities such as in the Energy Program.

(f) Provide and format all information for the input and submittal to funding programs such as those mentioned above.

(g) Provide oversight, review, calculations, and recommendations for existing or proposed electrical and mechanical systems at PSNS/IMF regarding compliance to Energy regulations and other applicable building codes or criteria.

(2) Programming and Scheduling – Duties include the following:

(a) Review existing inspection reports, programmed work orders, engineering data logs, project proposals & designs, and shop Preventative Maintenance & Inspections (PMI) reports. In part, this will “de-conflict” programming work performed under this Contract.

(b) Review for energy compliance and operational requirements for both existing and proposed facility systems.

(c) Focus on reliability and the need for continued operations, in support of Shipyard Mission, of dry dock facility and industrial electrical equipment and their associated components.

(d) Provide collaborative input on the prioritization, via existing or developed engineering tools, for the programming of repair / replacement / upgrade projects at PSNS/IMF.

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(3) Execution – Duties include the following:

(a) Assist with engineering and technical project oversight & review during design and execution of dry dock facility projects, Industrial Electrical projects, and Mechanical/Electrical Projects as assigned.

(b) Review designs and installation/repair/upgrade proposals, and testing; including review and accepting and commissioning protocols.

(c) Coordinate temporary, lateral or interim systems required during execution of facilities projects or as compelled during emergent events.

(d) Provide recommendations to sustain Shipyard missions during project execution.

C. The Contractor shall provide one Junior Project Development Planner who will provide technical and engineering support for the development, programming and execution of space utilization projects at PSNS/IMF. Projects may include elements of architectural, structural, mechanical and electrical systems and components. Projects span a number of types of space utilization from office to warehouse/storage to industrial uses.

The contractor will develop these projects in association with various shipyard “client” organizations”. He/she will either manage directly, or assist in the management of, project execution and will ensure all elements of the construction or equipment installation projects are properly planned and coordinated.

(1) Concept Development – duties include the following:

Receive and review Facilities Planning Requests received from various shipyard “client” shops and codes. Screen requests for completeness and accuracy. Discuss with requestor; view sites proposed for alteration; and fill in information gaps. Work with Space Planning Team to assess validity of requests and to assign priority.

Develop rough concepts, budget estimates and schedules. Work with Space Planning Team to identify plan of action & milestones. Communicate status of requests with clients. Estimate project costs and plan execution strategy.

(2) Detailing – duties include the following:

Working closely with clients and other stakeholders to refine concepts into more detailed designs as required. The level of detail will depend upon the acquisition method chosen and may include preparation of shop drawings for installation of equipment and minor building alterations.

Obtain approvals of requesting organizations along with other stakeholders, including Engineering, Customer Service Representatives, Fire Marshalls, Safety Specialists, etc.

(3) Execution – duties include the following:

When the project moves to execution, provide Quality Assurance to ensure installations are constructed as planned.

Update building as-built drawings as needed to reflect changed conditions. This involves coordination with the public works department.

Troubleshoot installation problems and document revised arrangement drawings.

Provide project management/ coordination as required during the project execution phase.

5. LABOR CATEGORIES AND QUALIFICATIONS.

The labor category qualifications include the specific combinations of technical ability and experience the Government considers necessary for performance of this task order. Each labor category is characterized in practice by a combination of three elements:

1. Nature of assignments handled is defined by the complexity of the job to be done and the techniques utilized to do it.

2. Level of responsibility is measured in terms of supervision received, guidelines and precedents utilized, and

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person-to-person contacts.

3. Qualifications are specified in terms of general and specialized experience.

A. Field Project Manager(s).

(1) Possess a minimum of five (5) years' experience with the organization and mission of the Naval Sea Systems Command, Naval Shipyards, and Regional Maintenance Centers (RMCs).

(2) Possess a minimum of five (5) years' experience in construction technology including construction terminology, construction technology, techniques, reading and understanding construction design drawings and construction project management, as well as the ability to do limited reading and interpretation of construction plans and specifications.

B. Senior Project Development Planner (s).

(1) Possess a minimum of five (5) years' experience with the organization and mission of the Naval Sea Systems Command, Naval Shipyards, and Regional Maintenance Centers (RMCs).

(2) Possess the ability to analyze complex engineering proposals, drawings, specifications, etc. used in the design, construction, and alteration of facilities and the ability to provide technical advice to others for assigned projects.

(3) Possess analytic skills to analyze engineering, management, and economic data; develop appropriate alternatives; and identify benefits and liabilities.

(4) Possess a solid understanding of abstract planning concepts containing a high degree of uncertainty and possess the ability to manipulate these concepts.

(5) Possess a general knowledge and understanding of engineering terminology.

(6) Possess a thorough understanding of the Navy's Shore Facility Planning System (SFPS) including an understanding of the components within that system.

C. Junior Project Development Planner.

(1) Possess a minimum of two (2) years' experience with the organization and mission of the Naval Sea Systems Command, Naval Shipyards, and Regional Maintenance Centers (RMCs).

(2) Possess the ability to analyze engineering proposals, drawings, specifications, etc. used in the design, construction, and alterations of facilities and the ability to provide technical advice to others for assigned projects.

(3) Possess analytic skills to analyze engineering, management, and economic data; develop appropriate alternatives; and identify benefits and liabilities.

(4) Possess an understanding of abstract planning concepts containing a high degree of uncertainty and possess the ability to manipulate these concepts.

(5) Possess a general knowledge and understanding of engineering terminology.

(6) Possess a minimum of five (5) years operating experience in AutoCAD

(7) An understanding of the Navy's Shore Facility Planning System (SFPS), including an understanding of the components within that system is desirable.

The Contracting Officer and COR must be notified in writing within seven (7) calendar days after any personnel replacement action. If during the performance of the contract, the Contracting Officer or COR questions the adequacy of the qualifications of personnel occupying any labor category, the Contractor shall have the burden of establishing that the required qualifications are met by those personnel. The Contractor shall promptly provide resumes when requested by the Contracting Officer or COR.

6. GOVERNMENT PROPERTY (GP). The Government shall make available References 1 (a) through (i) upon

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task award and provide the Contractor with a workspace, a telephone, data terminal/emulator as required, and access to one computer hardware/peripherals necessary for the proper performance of this tasking. In addition the Government shall provide administrative office supplies as required to carry out the responsibilities and functions listed above. Note: computers used by the incumbent(s) have the capability to access the Internet, Intranet and local area network (LAN). The Government will provide applicable written procedures for the operation of computer system and related hardware as necessary for the proper performance of this task. All Government Property, as well as other materials and information produced in providing the services described in this task order shall be retained at the governments facility. The Contractor shall provide employees with personnel protective equipment (e.g, hard hat, safety shoes, hearing protection, eye protection, etc.) that meet OSHA standards.

7. 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.

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

Primary Performance Objectives	Performance Standard /AQL	Performance Assessment Method
Completes all assigned work accurately and on time.	Performance Plan and Appraisal Scale	Contracting Officer's Representative (COR) will evaluate as deliverables are completed.
Develops, implements and monitors project plan(s) and schedules(s) for assigned project(s), and achieves successful and technical performance of assigned project task(s).	Performance Plan and Appraisal Scale	COR will review and evaluate quarterly.
Contributes to the development of new/improved processes related to the incumbent's task and that directly support PSNS & IMF. Supports the PSNS & IMF Lean continuous improvement process.	Performance Plan and Appraisal Scale	COR will review and evaluate annually.
Maintains a strong working relationship with PSNS & IMF and its partners supporting an environment of teamwork.	Performance Plan and Appraisal Scale	COR will review and evaluate quarterly.
Maintains a level of work performance timeliness and quality acceptable to the PSNS & IMF.	Performance Plan and Appraisal Scale	COR will review and evaluate quarterly.
Maintains the necessary skills and knowledge required to perform the assigned tasks.	Performance Plan and Appraisal Scale	COR will review and evaluate annually.
Contributes to the reduction of costs, and increased efficiencies in assigned tasks.	Performance Plan and Appraisal Scale	COR will review and evaluate quarterly.
Supports the PSNS & IMF policies one equal employment and promotes a workplace free of harassment based on gender, race, color, national origin, sex, religion, age, or an individual's disability.	Performance Plan and Appraisal Scale	COR will review and evaluate annually.
Supports the PSNS & IMF Voluntary Protection Program (VPP) and Personnel Protective Equipment (PPE) programs operating tools and equipment in a safe manner	Performance Plan and Appraisal Scale	COR will review and evaluate quarterly.

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Contractor Compliance with FAR Clause 52.222-50 Combat Trafficking In Persons	100% Compliance and immediate notification of any violation	Inspection of contractor's policy by Government Surveillance Officer
Percentage of time Contractor met expectation regarding timeliness of required project timelines.	Performance Plan and Appraisal Scale	COR will review and evaluate quarterly.
Percentage of time Contractor's work did not require rework.	Performance Plan and Appraisal Scale	COR will review and evaluate quarterly.

Performance Plan and Appraisal Scale (for CPARS):

97-100 = Excellent; 92-96 = Very Good; 86-91 = Satisfactory; 70-85 = Marginal; 0-69 = Unsatisfactory

8. TRAVEL. Work location is primarily at Naval Base Kitsap - Bremerton, located in Kitsap County in the Puget Sound area of western Washington. Occasional travel may be required to other area Naval installations in the Region. The contractor is expected to be available for occasional work at these other installations. No out-of-area travel is included in this task order. Should out-of-area travel be deemed necessary, the Contracting Officer or the Contracting Officer's Representative shall provide written approval prior to the commencement of travel.

No per diem or relocation costs will be reimbursed under this task order.

9. TASK ORDER COMPLETION: Upon task completion the prime Contractor shall submit to the COR a "Task Completion Deliverable Item Receipt (DIR)" (PSNS Form 4330/34 (Rev 10-01)) with the "Contractor" date in the routing box reflecting the last date the on-site Contractor worked.

10. CONTRACTOR IN THE GOVERNMENT WORKPLACE. Contractor Identification: All Contractor workspaces in the Government workplace shall be marked as contractor spaces. Government provided email addresses used by contractor personnel shall identify the individual's status as a contractor and contractor personnel shall clearly mark all electronic communications related to this contract with company name or letterhead, identifying themselves as contractor personnel. Contractor personnel shall also insure that when attending meetings, answering telephones, or working in other situations related to this contract where their contractor status is not obvious to third parties, they identify themselves as contractor personnel. All documents or reports produced by contractor personnel under this contract shall be marked as contractor products or otherwise disclose contractor participation in the preparation or development of such documents or reports. Contractor shall support the PSNS & IMF Voluntary Protection Program (VPP) and Personnel Protective Equipment (PPE) programs operating tools and equipment in a safe manner. Contractor shall support the PSNS & IMF Lean continuous improvement process.

11. HOURS: Contractor's hours of work are Monday through Friday, 40 hours per week, 0700 to 1600 except Federal Holidays. Normal shipyard working hours are from 0700 – 1600 M-F.

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(IAW 10 USC 235 and 2330a)

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

Reporting inputs will be for the labor executed during the period of performance during each Governmental 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 Oct 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at:

<http://www.ecmra.mil>

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ Basic contract for Firm Fixed Price Task Orders.

1.0 Quality Assurance

The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The Contracting Officer's Representative (COR) will be appointed to coordinate the overall quality assurance of technical compliance. Performance Objectives are provided in Section 7.0 of the Performance Work Statement and will be utilized to monitor the contractor's performance.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000AA	10/1/2014 - 9/30/2015
8000AB	10/1/2014 - 9/30/2015
8000AC	10/1/2014 - 9/30/2015

CLIN - DELIVERIES OR PERFORMANCE

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

8000AA	10/1/2014 - 9/30/2015
8000AB	10/1/2014 - 9/30/2015
8000AC	10/1/2014 - 9/30/2015

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

8001AA	10/1/2015 - 9/30/2016
8001AB	10/1/2015 - 9/30/2016
8001AC	10/1/2015 - 9/30/2016
8002AA	10/1/2016 - 9/30/2017
8002AB	10/1/2016 - 9/30/2017
8002AC	10/1/2016 - 9/30/2017
8003AA	10/1/2017 - 9/30/2018
8003AB	10/1/2017 - 9/30/2018
8003AC	10/1/2017 - 9/30/2018

Deliveries or Performance shall be in accordance with Section F of the SeaPort-e Multiple Award IDIQ Basic contract for Firm Fixed Price Task Orders.

Services to be performed hereunder will be provided at PSNS & IMF, Bremerton WA.

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SECTION G CONTRACT ADMINISTRATION DATA

Task order contract administration plan shall be in accordance with Section G of the SeaPort-e Multiple Award IDIQ Basic contract for Firm Fixed Price Task Orders.

TASK ORDER CONTRACT ADMINISTRATION PLAN

In order to expedite administration of this TASK ORDER, the following delineation of duties is provided. The names, addresses, e-mail addresses and phone numbers for each individual or office is specified below or will be provided upon award. The individual/ position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. ORDERING CONTRACTING OFFICER (TASK MANAGER) 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: Dianne Palmatier
Address: NAVSUP FLC PS 467 W. Street Bremerton WA 98314
E-mail: Dianne.palmatier@navy.mil
Phone: 360-476-0374

2. CONTRACT SPECIALIST/ADMINISTRATOR

Name: Kacy Patton
Address: NAVSUP FLC PS 467 W. Street Bremerton WA 98314
E-mail: kacy.patton@navy.mil
Phone: 360-476-2957

3. CONTRACTING OFFICER'S 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 PWS;
- c. An independent government estimate of the effort described in the PWS;
- d. Quality assurance of supplies and services performed and acceptance of the services;
- e. Security requirements on Government installation;
- f. Providing the Ordering Officer/Contract Specialist with appropriate quarterly incremental funding for issuance of the task order.
- g. Review invoices for delivery and acceptance of line items being invoiced and certification of invoice for payment.
- h. Provide annual interim reports in CPARS on contractor performance for applicable contract.
- i. Monitor installation and removal of contractor equipment for security purposes.
- j. Provide monthly COR reports in CORT tool application.

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k. Issuance of technical direction letters (TDL's) per clause 5252.242-9402

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the 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 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 PWS IN THE TASK ORDER.

Contracting Officer Representative
Donald R Nearhoff, 980.5
1400 Farragut Avenue
Bremerton, WA 98314-5001
donald.nearhoff@navy.mil
360-627-4746

4. ORDERING OFFICER is responsible for:

- a. Obligating the funds by issuance of the task order;
- b. Authorization to begin performance; and
- c. Monitoring of total cost of task orders issued.
- d. Type of order issued is limited by this contract to firm fixed price arrangements;

e. The Ordering Officer may negotiate revisions/modifications to orders, but only within the scope of this TASK ORDER. Ordering Officers have no authority to modify any provision of the basic contract.

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

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Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

2 in 1

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

NOT APPLICABLE

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00406
Admin DoDAAC	N00406
Inspect By DoDAAC	N4523A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N4523A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N4523A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

stacy.l.brown@navy.mil

donald.nearhoff@navy.mil

(g) WAWF point of contact.

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

Kacy.patton@navy.mil

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

(End of clause)

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NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Technical Point of Contact (TPOC).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of TPOC;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the TPOC and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the TPOC only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the TPOC within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the TPOC in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

Accounting Data

SLINID	PR Number	Amount
8000AA	N4523A15RC00066	56973.24
LLA :		
AA 1751804 70BA 251 4523A 0 068688 2D C00066		
4523A5N3Y25Q		
8000AB	N4523A15RC00066	28486.82
LLA :		
AB 1751804 70BA 251 4523A 0 068688 2D C00066		
4523A5N3Y25Q		
8000AC	N4523A15RC00066	113946.97

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LLA :
AC 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

BASE Funding 199407.03
Cumulative Funding 199407.03

MOD 01 Funding 0.00
Cumulative Funding 56973.24

MOD 02

8000AA N4523A15RC00066 896.70
LLA :
AA 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

8000AB N4523A15RC00066 (1865.15)
LLA :
AB 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

8000AC N4523A15RC00066 968.45
LLA :
AC 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

MOD 02 Funding 0.00
Cumulative Funding 199407.03

MOD 03

8000AA N4523A15RC00066 57869.94
LLA :
AA 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

8000AB N4523A15RC00066 26621.67
LLA :
AB 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

8000AC N4523A15RC00066 114915.42
LLA :
AC 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

MOD 03 Funding 199407.03
Cumulative Funding 398814.06

MOD 04

8000AA N4523A15RC00066 57869.94
LLA :
AA 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

8000AB N4523A15RC00066 26621.67
LLA :
AB 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

8000AC N4523A15RC00066 114915.42
LLA :
AC 1751804 70BA 251 4523A 0 068688 2D C00066
4523A5N3Y25Q

MOD 04 Funding 199407.03

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Cumulative Funding 598221.09

MOD 05

8000AA N4523A15RC00066 57869.94
 LLA :
 AA 1751804 70BA 251 4523A 0 068688 2D C00066
 4523A5N3Y25Q

8000AB N4523A15RC00066 26621.67
 LLA :
 AB 1751804 70BA 251 4523A 0 068688 2D C00066
 4523A5N3Y25Q

8000AC N4523A15RC00066 114915.42
 LLA :
 AC 1751804 70BA 251 4523A 0 068688 2D C00066
 4523A5N3Y25Q

MOD 05 Funding 199407.03

Cumulative Funding 797628.12

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements shall be in accordance with Section H of the SeaPort-e Multiple Award IDIQ Basic contract for Firm Fixed Price Task Orders.

CLAUSES INCORPORATED BY FULL TEXT

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 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

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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 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

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

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H.4 POST AWARD CONFERENCE

The contractor agrees to attend post award conferences on task orders as required by the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

H.5 TASK ORDER PROCESS

Subcontracting Reporting -

Small business prime contractors will also be required to enter subcontracting information in the portal every six months. Actual subcontracting information must be entered in order to ensure compliance with the requirement that small business prime contractors perform more than 50% of the effort under a small business set-aside procurement (Reference FAR 52.219-14). Please note that small business prime contractors are NOT required to enter information in ESRS.

H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF KEY PERSONNEL

The below listed positions are considered key personnel for this task order:

Two Senior Project Development Planners

One Junior Project Development Planners

Four Field Project Managers

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

Small Business size status will be re-evaluated at the conclusion of the Basic Ordering period. This review will take place prior to exercising the award term option. Small Businesses will be required to re-certify their size status when purchased or merged with another Business. When a previously categorized Small Business has changed its size status through purchase or affiliation with another business, Small Business preferences will no longer be available to that firm.

In conjunction with Rolling Admission opportunities addressed in H.8, SeaPort-e prime contractors will have the opportunity to voluntarily re-submit representations and certifications with regard to business size and status to reflect changes that have occurred since their last submission. Examples of circumstances where this might occur include, but are not limited to, a Small Disadvantaged Business receiving 8(a) Program certification; a Small Business receiving HUBZone Certification; a Veteran-owned small business becoming a Service-Disabled Veteran-Owned Small Business; or, a business previously represented as large now meeting the revenue size standard for NAICS 541330.

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H.19 SMALL BUSINESS SIZE STATUS

Small Businesses will be required to re-certify their size status when purchased or merged with another Business. The re-certification shall be submitted once the merger/acquisition has been completed. When a previously categorized Small Business has changed its size status through purchase or affiliation with another business, Small Business preferences will no longer be available to that firm.

In conjunction with Rolling Admission opportunities addressed in H.8, SeaPort-e prime contractors will have the opportunity to voluntarily re-submit representations and certifications with regard to business size and status to reflect changes that have occurred since their last submission. Examples of circumstances where this might occur include, but are not limited to, a Small Disadvantaged Business receiving 8(a) Program certification; a Small Business receiving HUBZone Certification; a Veteran-owned small business becoming a Service-Disabled-Veteran-Owned Small Business; or, a business previously represented as a large now meeting the revenue size standard for NAICS 541330

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SECTION I CONTRACT CLAUSES

CONTRACT CLAUSES SHALL BE IN ACCORDANCE WITH SECTION I OF THE SEAPORT-E MULTIPLE AWARD IDIQ BASIC CONTRACT FOR FIRM FIXED PRICE TASK ORDERS.

52.232-18 - AVAILABILITY OF FUNDS

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 30 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 five years.

252.232-7007 Limitation of Government's Obligation.

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line item(s) 8000 - 8003 with subclins is/are incrementally funded. For this/these item(s), the sum of \$ 199,407.03 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be

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covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

On execution of contract	\$ 199,407.03
December 2014	\$ 199,407.03
March 2015	\$ 199,407.03
June 2015	\$ 199,407.03

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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