

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-16-D-8648		2. DELIVERY ORDER NO. NW02		3. EFFECTIVE DATE 2016 Oct 01		4. PURCH REQUEST NO. R5704617RCHCW06		5. PRIORITY Unrated	
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 Ryan M Brown/N00244 619-556-6436			CODE N00244	7. ADMINISTERED BY DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666			CODE S5111A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Coastal Management Solutions 3704 Pacific Avenue, Suite 100 Virginia Beach VA 23451-2719			CODE 462Z2	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	X SMALL	
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X	SMALL DISADVANTAGED	
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		X	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.						
Coastal Management Solutions			SIGNATURE	Jennifer Bozeman Vice President of Contracting			TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)	
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								
*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.				24. UNITED STATES OF AMERICA BY: /s/Latrice N Rubenstein			25. TOTAL	\$162,920.76	
							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		FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.	
				FULL					
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

Zone: 6 Southwest.

Type of Task Order: Firm Fixed Price (FFP)

Duration: This requirement is for a one-year base period and four, one-year option periods. Total contract duration if all options are exercised is five years.

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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	R426	Tactical Communications Instructor Services Base: 1 October 2016 - 30 September 2017 Travel and Per Diem per Joint Travel Regulations: Tactical Communications Instructor Travel is expected to take place at the following locations two times per year: -Ft Hunter Legget, CA -Camp Roberts, CA -San Diego, CA -Gulfport, MS -Hattiesburg, MS -Pearl Harbor, HI Tactical Communications Instructor Travel is expected to take place at the following locations one time per year: -Okinawa, JPN -Guam, Marianas Island (O&MN,N)	12.0	MO	\$13,576.73	\$162,920.76
8001	R426	Tactical Communications Instructor Services. Option Year 1: 1 October 2017 - 30 September 2018 Travel and Per Diem per Joint Travel Regulations: Tactical Communications Instructor Travel is expected to take place at the following locations two times per year: -Ft Hunter Legget, CA -Camp Roberts, CA -San Diego, CA -Gulfport, MS -Hattiesburg, MS -Pearl Harbor, HI Tactical Communications Instructor Travel is expected to take place at the following locations one time per year: -Okinawa, JPN -Guam, Marianas Island (O&MN,N) Option	12.0	MO	\$13,576.73	\$162,920.76
8002	R426	Tactical Communications Instructor Services. Option Year 2: 1 October 2018 - 30 September 2019 Travel and Per Diem per Joint Travel Regulations: Tactical Communications Instructor Travel is expected to take place at the following locations two times per year: -Ft Hunter Legget, CA -Camp Roberts, CA -San Diego, CA -Gulfport, MS -Hattiesburg, MS -Pearl Harbor, HI Tactical Communications Instructor Travel is expected to take place at the following locations one time per year: -Okinawa, JPN -Guam, Marianas Island (O&MN,N) Option	12.0	MO	\$13,576.73	\$162,920.76
8003	R426	Tactical Communications Instructor Services. Option Year 1: 1 October 2019 - 30 September 2020 Travel and Per Diem per Joint Travel Regulations: Tactical Communications Instructor Travel is expected to take place at the following locations two times per year: -Ft Hunter Legget, CA -Camp Roberts, CA -San Diego, CA -Gulfport, MS -Hattiesburg, MS -Pearl Harbor, HI Tactical Communications Instructor Travel is expected to take place at the following locations one time per year: -Okinawa, JPN -Guam, Marianas Island (O&MN,N) Option	12.0	MO	\$13,576.73	\$162,920.76

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8004	R426	Tactical Communications Instructor Services. Option Year 1: 1 October 2020 - 30 September 2021 Travel and Per Diem per Joint Travel Regulations: Tactical Communications Instructor Travel is expected to take place at the following locations two times per year: -Ft Hunter Legget, CA -Camp Roberts, CA -San Diego, CA -Gulfport, MS -Hattiesburg, MS -Pearl Harbor, HI Tactical Communications Instructor Travel is expected to take place at the following locations one time per year: -Okinawa, JPN -Guam, Marianas Island (O&MN,N) Option	12.0	MO	\$13,576.73	\$162,920.76

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Tactical Communications Instructional Duties

Naval Construction Group ONE (NCG 1), Code N6/R6

Naval Base Ventura County (NBVC)

Port Hueneme, CA

1. **SCOPE:** Contractor shall perform duties outlined by the Naval Construction Group ONE (NCG1) Communications Officer (N6) at Naval Base Ventura County (NBVC) Port Hueneme, California. NCG1's area of responsibility consists of approximately 2500 individuals across 5 subordinate commands. Contractor shall provide tactical communications training, management and coordination of tactical communications assets, readiness planning, data analysis, monitoring of logistics operations, and integrated logistics support.

2.0. APPLICABLE DIRECTIVES:

- Contractor employees shall abide by NCG 1 Port Hueneme safety and health standards consistent with the requirements of OPNAVINST 5100 series, Navy Occupational Safety and Health (NAVOSH) Program.
- [OPNAVINST 5100.23, Navy Occupational Safety and Health Program Manual](#)
- SECNAVINST 5100.10J – Department of the Navy Policy for Safety, Mishap Prevention, Occupational Health and Fire Protection Programs
- OPNAVINST 3120.32C – Standard Operation and Regulations of U.S. Navy
- SECNAVINST M5210.1 – Records Management Manual
- SECNAVINST M5210.2 – Department of Navy, Navy Records
- OPNAVINST 4650.15 – Issuance of the Navy Passenger Transportation Manual
- JFTR VOLUME 2 – Joint Federal Travel Regulations, Volume 2
- NAVEDTRA 130A – [Task Based Curriculum Development Manual](#)
- [SECNAV M5510.30 – Department of the Navy Personnel Security Program](#)

3.0 DELIVERABLES/QUALITY/STANDARDS:

3.1 COMMUNICATIONS TRAINING

3.1.1 The Contractor shall perform communications training for all Naval Construction Force (NCF). Plan, coordinate, and provide education and training presentations, products, and expertise for exercise implementation.

3.1.2 On a weekly basis, the contractor shall provide N6 with information about new or revised tactical communications policies and procedures and their impact on the command and supported units.

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3.1.3 The contractor shall review personnel training records to determine missing training courses associated with the commands standard tactical communications equipment. The contractor shall update all training material to reflect current policy and regulation for all equipment listed on the Table of Allowance (TOA). In addition, create multi-year training plans for the tactical communications training of NCF personnel annually.

3.1.4 Contractor shall provide training in all areas of Tactical Communications to the active and reserve components of NCF and other units of the Naval Expeditionary Combat Command (NECC). This will be conducted 2 times per year. One course per year must demonstrate meeting of course objectives with an 80% passing grade on a contractor furnished exam.

3.1.4.1 The contractor shall evaluate the commands technical skills through issuance of surveys and review of updated Original Equipment Manufacturer (OEM) standards, to ascertain the commands tactical communications skills associated with planning, equipment, regulation, policy, and execution on a monthly basis.

3.1.4.2 The contractor shall prepare presentations, educational products, exercises, and training simulations for workshops, seminars or educational events. All training shall incorporate current regulation, policy and survey results to fill command training gaps on equipment specified in the Table of allowance and Type Commander (TYCOM) mandated technology.

3.1.4.3 Ensure new curriculum meets capabilities and learning objectives by providing input to the Landing Signal Officer (LSO) or training department (N7) assigned curriculum developer via email correspondence.

3.1.4.4 The contractor shall provide a pilot course one month prior to any bi-annual training to LSO and a limited attendance of command personnel. The contractor shall provide an end of course survey to determine if the learning objectives were met.

3.1.4.5 The contractor shall present these survey results within one week after the pilot program. The contractor shall demonstrate how the new pilot curriculum met the learning objectives and provide course input to meet missing capabilities found during the pilot.

3.1.4.6 Contractor shall provide a schedule of Homeport Communications Courses to N6 and N71 Training Readiness Officer, Battalion S7 Training departments. This will be conducted 2 times per year during Commanders Assessment of Readiness and Training (CART).

3.1.5 The contractor shall provide monthly workshops on communications guidance to units during pre-planning phases of humanitarian exercise/operations in foreign countries. The contractor shall recommend solutions and participate in discussions, using sound, well-researched basis during these training events.

3.1.5.1 The contractor shall attend the monthly Communications Quality Management Board (CQMB). During the CQMB the contractor shall provide recommendations to NCF and other agencies concerning communications policy, monitor the procurement and fielding of new communications equipment, and to ensure that training, personnel, and maintenance issues are represented and properly addressed. The contractor is not in a decision making position.

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3.1.5.2 The contractor shall also provide a monthly workshop on new communications gear, related equipment, and training for NCF units directly affecting the Command and Control capabilities of the global NCF weekly.

3.1.6 Contractor shall provide a brief to the military Communications Officer N6/R6 to detail current command training, scheduling and planning prior to tactical communications planning conferences. The contractor shall attend the conference and participate in an open forum with the staff regarding improvements to communication equipment, training events, gaps in educational areas, and command communication planning. The contractor shall present solutions and participate in discussions, using sound, well-researched basis, to include citations for source material during these events. This will be conducted approximately once every year for approximately 12 days.

3.1.7 The contractor shall create and provide Monthly Status Reports (MSRs), which include significant work, accomplished during the month, significant work planned for upcoming month, financial status of contract (labor CLIN, travel CLIN status), and copies of all trip reports for travel completed during the month. MSRs should be provided by the 5th business day of the month for the preceding month.

3.2 **MANAGEMENT AND COORDINATION OF COMMERCIAL AND TACTICAL COMMUNICATIONS ASSETS AND PERSONNEL.**

3.2.1 The contractor shall conduct readiness inspections, intermediate electronics maintenance duties, and facilitate the turnover of equipment and facilities in homeport and deployed sites bi-annually.

3.2.2 The Contractor shall perform proper management and coordination of commercial and tactical communications assets and personnel during a disaster. These duties include the following:

3.2.2.1 Provide information to the N6 about new or revised communications equipment and strategies during quarterly disaster training.

3.2.2.2 Develop communications equipment implementation for disaster planning and relief efforts. Completed plans shall be reviewed on a monthly basis.

3.2.2.3 Provide daily communications procedures and phraseology in accordance with current publications and instructions daily.

3.2.2.4 Identify primary and alternate means of communications, equipment, frequencies and nets to be used during and after a Weapons of Mass Destruction (WMD) incident in a monthly report.

3.3 **TACTICAL COMMUNICATIONS EQUIPMENT, SYSTEMS, AND SUB-SYSTEMS.** The Contractor is responsible for a comprehensive range of field use support activities. These responsibilities include:

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3.3.1 The Contractor shall identify components of tactical communications equipment, systems, and subsystems; re-evaluate previously selected tools and repair parts to reduce duplication and exercise variety; review performance data against OEM standards, and recommend test equipment modifications, training for users and repairs, and other corrective measures. Contractor shall identify component interchanges and substitutions; provide on-site maintenance assistance and training; analyze complex technical problems received from users of the equipment and data catalogers; provide report outlining program and technological changes.

3.3.2 Contractor shall maintain a listing of current and previously approved CONUS High Frequencies, Ultra High Frequencies, and Very High Frequencies approved through the local Navy Marine Corps Spectrum Office for Port Hueneme and Fort Hunter Liggett. In addition, contractor shall report potential issues to prevent and correct harmful interference.

3.3.3 The contractor shall review policy and standard operating procedures and ensure they contain details on new communications equipment, policy regulation, training and requirements. The contractor shall identify errors, missing or outdated policy on all tactical communications equipment. The contractor shall recommend updates to policy or standard operating procedures and policies and procedures to the N6 for approval quarterly.

3.3.4 Contractor shall review blueprints and other technical data to ensure accuracy for equipment requests monthly. Once reviewed, contractor shall produce a report that identifies blueprint inaccuracies and provide corrections to those inaccuracies.

3.3.5 Contractor shall compile equipment data and create After Action Reports (AAR). These reports shall include specific objective(s) of equipment, if equipment reached the objective(s), and quantify how equipment reached the objective(s). If the equipment did not reach the objective(s), contractor shall document how equipment did not meet the objective(s) and provide possible solutions to testing procedures, equipment accessory changes, and computer capabilities, software, or network changes. This shall be done monthly.

3.3.6 Contractor shall analyze reported problems related to tactical equipment and systems, and provide recommendations for solutions daily to the Contracting Officers Representative (COR).

3.3.7 Contractor shall review AAR's conducted by other entities (NCG TWO, SPAWAR and other NECC Commands) to identify problem areas such as improper operation, programing, placement, or lack of training on equipment and provide a monthly brief to the COR.

3.4 **READINESS AND ANALYSIS OF PROJECT REQUIREMENTS DUTIES.** The Contractor shall complete requirements for readiness analysis, to support activities and units; project requirements for spare parts, repair manuals, test equipment, manpower, and training. The Contractor shall complete tasks in developing, reviewing, and evaluating mobilization and contingency plans for N6. The Contractor shall analyze strategic plans, unit missions, and inter-service agreements to make recommendations on appropriate level of support required. The Contractor shall coordinate with functional specialist to assure adequate manpower, supplies, equipment, and services. The Contractor shall participate in joint planning and evaluation sessions with different functional, organization and components representatives to identify logistic deficiencies revealed during military exercises. The

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Contractor shall develop recommendations for corrective action and program improvements. The Contractor shall also perform and provide the following:

3.4.1 Compile and update a database weekly concerning equipment availability, spare parts, repair manuals, and test equipment. Data covers equipment repair status, breakdown rates, and repair turn-around time, troop strength, staffing and training requirements, and other similar factors.

3.4.2 Provide a quarterly report that details the mobilization, contingency, and emergency planning and guidance for execution of plans in assigned areas. The report shall include an analysis of data accumulated during field exercises by project offices, maintenance engineering, and other organizations and provide N6/R6 with feedback. Research causes of technical problems concerning spare parts, repair manuals, test equipment, manpower, and training. The contractor shall meet with the functional specialist and military field units to verify nature of problems and to analyze specific processes.

3.4.3 Collect relevant data in order to prepare briefs, reports, analyses, and recommendations to assist in future formulation of logistics program planning and execution to address mobilizations of logistics issues. Analyze NECC and NCG 1 policies, procedures, and regulatory requirements, provided by NCG 1; and assess their impact on current support operations weekly. Provide a report to the COR quarterly with the findings.

3.5 **PLANNING AND MONITORING OF WAR RESERVE LOGISTICS OPERATIONS.** The Contractor shall participate and provide planning and monitoring of War Reserve logistical operations to include the provisioning, sustainment, modernization, readiness and maintenance of war reserves pre-positioned in locations within the pacific region. The Contractor shall resolve logistics problems, alert higher grade specialists of program shortfalls and complex logistics problems beyond the scope of local resolutions, and provide N6/R6 with corrective actions and program enhancements monthly. The Contractor shall also perform and provided the following:

3.5.1 Develop supporting data and technical controls required to monitor organizational compliance of war reserve logistics operations with milestones and performance criteria; assess impacts of proposed and actual changes to technical requirements quarterly.

3.6 **INTEGRATED LOGISTICS SUPPORT.** The Contractor shall provide Integrated Logistics Support (ILS) planning, phases of life cycle management, and track production from deployment to final disposition, for NCF strategic communication equipment. Contractor shall research, compile information, define problems, evaluate, and determine alternative solutions to issues addressed in ILS plans. The Contractor shall also perform and the following:

3.6.1 The contractor shall provide a quarterly report to the COR that outlines recommendations on ILS planning by gathering facts, defining problems, and planning and developing milestones and performance criteria for assigned items and services. Report shall include the impact of proposed and actual changes in technical requirements, or schedules of strategic communications equipment. The contractor shall research the relevancy, adequacy, sustainability, and attainability of ILS scheduling, and recommend adjustments to documentation and solutions to issues in the report.

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3.6.2 Validate ILS documents to include, material fielding, basis of issue feeder plans, provisioning plans, and related documentation quarterly.

3.6.3 Collect, analyze, and consolidate supportability plans. Contractor shall research, conduct data collection, analyze, and evaluate logistics support data for projects. The data and subsequent analysis shall be maintained for use in quarterly reports, briefs, and planning documents.

3.6.4 Monitor post-acquisition procurement and rebuild schedules to ensure compliance with policy guidance and planning parameters. Adherence to policy and guidance will be done via yearly periodic inspections of everyday practices. The contractor shall provide a bi-annual report that details changes to NCF ILS policies and procedures.

3.6.5 Shall monitor training from Original Equipment Manufacturer (OEM) on capabilities, operations, accessory options, firmware and software options, maintenance, setup, teardown, and storage. The contractor shall provide a bi-annual report that details OEM specific training.

3.6.6 The contractor shall develop contingency training that includes the impact of tactical communications ILS through specific scenarios or exercises. The scenarios and training exercises shall provide the impact of repair/spare parts supply support on the material fielding process. The contractor shall provide the training to approximately 8 personnel. The contractor shall evaluate command personnel to determine readiness, field efficiency, and requisitioning. The contractor shall provide a monthly report that presents recommendations for improving field efficiency and requisitioning.

3.6.7 The contractor shall monitor NCF inputs of Defense Retail Inter-Service Support (DRIS) agreements. The contractor shall provide notice to the COR weekly of any incorrect inputs and insufficient information on missing support capabilities. Upon COR approval, the contractor shall provide procedures for requesting services and related requirements for developing an acceptable support agreement.

4.0 **OVERTIME REQUIREMENTS:** Contractor shall provide after-hours support for emergent requirements that require immediate action. Based on past history, contractor should anticipate approximately **30%** of total effort accomplished outside of normal working hours. Contractor shall be responsible for managing hours worked outside of normal working hours to ensure that the anticipated amount of **30%** of overtime is not exceeded during the period of performance. (Note: Prior to Contractor performing overtime requirements, the COR shall receive from the Customer, an Overtime Request with the following information: Name of Contractor(s) performing overtime requirements; dates of performance of overtime requirements; location of overtime requirements; purpose or justification of overtime requirements; estimated overtime hours to be worked; and other pertinent information related to overtime requirements.)

5.0 **PERFORMANCE OBJECTIVES**

TASK	Performance Objective	Performance Standards	Frequency	Acceptable Quality level	Surveillance Method
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				(AQL)	
3.0	Tactical Communications Instructional Duties	Adhere to requirements specified in paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7 and 2.1.8 of the PWS	Continual	<p>Timeliness: on or ahead of schedule at least 98 % of the time</p> <p>Quality: Tactical Communication instruction, reports, briefs, analysis, training plans, and training pilot are prepared and presented IAW standards or instructions at least 98% of the time with no greater than a 2% grammatical error rate</p> <p>Upon completion of services, contact customer for inspection and document on a daily basis.</p>	<p>Random Inspection,</p> <p>Customer Surveys, and Feedback</p> <p>Reports, training plans, and analysis submitted for customer to review</p>
3.0	Meet Duty Qualifications and Performance Requirements	Provide required personnel with qualifications for all scheduled performance periods to ensure no adverse impact on the mission	Continual	<p>98%</p> <p>Taking into consideration</p> <p>Unscheduled Call-ins.</p>	<p>COR Inspection approval of resumes, clearances, certifications and feedback</p> <p>100% inspection</p>
10.0	Management and Quality Control Plan	Adhere to requirements set forth in the PWS	As required	<p>Timeliness: on or ahead of schedule at least 98% of the time.</p> <p>Quality: All correspondence prepared IAW standards or</p>	<p>Random Inspection</p> <p>and/or Customer Surveys and Feedback</p> <p>Review of</p>

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			<p>instructions at least 98% of the time with no greater than 2% grammatical error rate.</p> <p>Upon completion of services, contact customer for inspection and document on a daily basis.</p>	<p>reports submitted for customer to review</p>
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6.0 SKILLS AND KNOWLEDGE REQUIRED FOR THE POSITION

The Contractor shall have extensive prior experience with military communications, capabilities and equipment, in both operational and instructional environments. Contractor must have previous experience completing all above tasking requirements.

The Contractor shall have experience in writing Technical Manuals, directives, instructions, and procedures.

The Contractor shall have comprehensive knowledge of Federal, State and Local security procedures.

The Contractor shall have extensive experience with Microsoft Office.

The Contractor shall be required to occasionally travel away from the normal duty station, to include: field training environments, TAD, or mobile training teams..

The Contractor shall be willing and able to travel on military and commercial aircraft.

The Contractor shall obtain and maintain a SECRET security clearance.

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The Contractor shall have prior military tactical communications experience, extensive working knowledge with tactical communications, or both.

The Contractor shall have completed an approved curriculum military instructor's course to perform classroom and OJT instruction (Identify specific certification, required course, or transcript demonstrating XX hours of instruction).

The Contractor shall be required to work outside of normal working hours. Emergency overtime may be required.

The Contractor shall have prior experience in tactical communication instruction and curriculum development for USN/USMC personnel.

The Contractor shall be able to properly organize, illustrate, interpret and modify course material associated with tactical communications equipment.

The Contractor shall be skilled in teaching, public speaking, mainframe and LAN computing operations, analysis, and flowcharts.

Must have High School Diploma.

Must be a U.S. Citizen (proof of citizenship required).

Shall have valid Passport.

Contractor personnel shall have basic math skills and be able to use a calculator.

Ability to manage multiple priorities, meet deadlines, exercise initiative in gathering, assembling, collating and analyzing information for completion of projects.

Contractor shall work independently or as part of a team with strong customer service, telephone skills and ability to communicate effectively both orally and in writing.

During performance of this contract, the Contractor shall provide personnel with sufficient skills to accomplish the tasks contained in this PWS. The skill level of the staff provided shall be current and consistent with new technologies. NCG 1 Port Hueneme will not bear the costs of any Contractor training to execute this PWS.

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7.0 GUIDELINES AND RESPONSIBILITY:

Contractor shall comply with all applicable DoD safety, security regulations, and procedures during the performance of this contract for Naval Construction Group ONE (NCG 1) Port Hueneme, Federal, DoD, Navy, and local regulations, policies, standards, and precedents provide general guidance, but do not specify the approach to follow to accomplish the work.

8.0 PERIOD OF PERFORMANCE:

Base period of performance: 1 October 2016 - 30 September 2017
Option year I if exercised: 1 October 2017 - 30 September 2018
Option year II if exercised: 1 October 2018 - 30 September 2019
Option year III if exercised: 1 October 2019 - 30 September 2020
Option year IV if exercised: 1 October 2020 - 30 September 2021

9.0 WORK HOURS

Core hours are **0730-1600**, Monday through Friday, excluding legal public holidays. Work shall be eight-hour shifts, and will not normally include weekends and holidays. Contractor personnel's work day shall conform to the Government's core work hours in order to complete the required services. Overtime shall be paid only when authorized by the designated Government representatives specified herein.

10.0 PLACE OF PERFORMANCE

Naval Construction Group ONE (NCG 1), Code N6, Communications Division, Bldg. 1161, 1991 Pacific Road, Port Hueneme, California, 93043-4301

11.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS

Work is normally performed in a classroom environment. The Contractor shall be required to frequently lift material up to 50 lbs. While on field exercises, the Contractor shall be required to work in inclement weather and must provide outerwear suitable to the work environment. The Contractor shall be required to wear OSHA approved **Personal Protective Equipment (PPE)** such as protective footwear (safety-toe boots/shoes) and protective eyewear (safety goggles). The Contractor is responsible for maintaining their PPE during contract period of performance. The Contractor shall be subjected to emotional stress during peak workload periods, complicated

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problems where tact, diplomacy, and resolution of self-control are mandatory.

12.0 CONTRACT SECURITY REQUIREMENT

Work under this contract is **CLASSIFIED** and contractor shall have a **SECRET CLEARANCE**; therefore, an **SF 86** (questionnaire for national security positions) is required.

Work under this contract requires access to personally identifiable information (PII) and information protected by the Privacy Act of 1974. In addition to the security requirements below, contractors performing work under this contract must meet the following criteria: Per SECNAV M-5510.30, all individuals with access to PII or Privacy Act information must be US Citizens. In all cases contract employees must meet eligibility requirements for a position of trust. The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, sensitive but unclassified (SBU) information, classified information, and all Government personnel work products that are obtained or generated in the performance of this contract. Contractor employees are required to have National Agency Check, Local Agency Check and Local Credit Check (NACLIC) investigation in accordance with DoD Instruction 8500.2. Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work. An “unfavorable” or “no determination” adjudication of the contractor employee’s investigation will result in immediate termination of access to the workspace and records.

13.0 QUALITY CONTROL PLAN

The contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. Contractors shall therefore prepare and submit a management/quality control plan. The final Government approved plan shall be submitted within five working days of contract start date. The plan shall discuss the Contractor’s overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the contractor may conduct internal QC inspections. Results of any contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

14.0 SMOKING/DRUG/ALCOHOL POLICY

14.1 Smoking/Alcohol Policy: The contractor shall comply with local command smoking policies and workforce requirements. The contractor shall also comply with all Federal drug-free workplace and work force requirements and local command policies. Copies of both policies will be provided to the contractor by the local command Administrative Officer (AO) at performance start date.

14.2 Drug Policy: The contractor shall comply with all applicable Federal statutes, laws, and regulations to

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implement a Drug Free Workplace Program (DFWP).

15.0 EMPLOYMENT OF FEDERAL EMPLOYEES: The contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, Navy and DoD regulations.

16.0 LANGUAGE REQUIREMENTS: All contractor personnel shall be sufficiently competent in reading, writing, speaking, and understanding English to perform the work.

17.0 PERSONNEL CONDUCT: The selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel employed to perform tasks specified herein shall be the responsibility of the contractor. The contractor shall be responsible for the performance and conduct of contractor and subcontractor employees at all times. The contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

18.0 PERSONNEL COMPLIANCE: The contractor shall ensure that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the contractor shall comply with the more stringent of the directives or instructions.

19.0 PERSONNEL REMOVAL: Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the contractor from the responsibility for the work defined in this contract.

20.0 PERSONAL APPEARANCE: Contractor personnel shall comply with local military commander's published dress codes.

21.0 MEETINGS AND BRIEFINGS:

21.1 Requested Meetings: When requested by the COR, the contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings. Meetings may occur on or off-site, and the frequency may be weekly, monthly or as otherwise required, and may start or end outside of normal operating hours.

21.2 Monthly Meetings: The contractor shall meet with the COR on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the COR and the contractor will discuss the contractor's performance as

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viewed by the Government. A mutual effort shall be made by the contractor and COR to resolve any and all problems identified.

22.0 VEHICLE AND EQUIPMENT OPERATION:

Privately-Owned Vehicle (POV) Permits: Contractor personnel using POVs on DoD installations shall have proper permits for entry onto the installations. All vehicles, private or contractor-owned, shall comply with the vehicle operation regulations that govern installations. All vehicles are subject to search while on DoD installations. Only licensed contractor personnel shall operate vehicles on DoD installations. Vehicles shall be operated IAW local and state laws as well as installation specific traffic regulations.

23.0 SAFETY:

The contractor is solely responsible for compliance of all safety regulations of employees while working on Government own facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and COR within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract.

24.0 CONTRACTOR IDENTIFICATION:

Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official Government acts. The Contractor must ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the company's name in his or her email display.

25.0 GOVERNMENT PROPERTY FURNISHED:

The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires contractor personnel to be located on a Government site or installation where the use of Government-provided office space, utilities and equipment (e.g., desks, chairs, telephones, computers, drafting equipment, printers, copiers, etc.) is standard practice will be made available and used by contractor personnel. The Contractor shall maintain the assigned office space(s) in a neat and orderly manner. The Contractor shall only use Government provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. The Contractor shall not remove any Government provided items from the worksite without the express written permission of the COR.

26.0 NON-PERSONAL SERVICE STATEMENT:

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Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor.

27.0 TRAVEL:

27.1 All travel cost incurred for the life of this tasking shall be in accordance with the Federal Acquisition Regulations (FAR), Part 31 and Joint Travel Regulations (JTR), Volume 2.

27.2 Travel locations and durations are as follows:

- (a) The estimated number of trips to Fort Hunter Liggett, California is two; while the duration of each trip is not expected to be more than 26 days.
- (b) The estimated number of trips to Camp Roberts, California is two; while the duration of each trip is not expected to be more than five days.
- (c) The estimated number of trips to San Diego, California is six; while the duration of each trip is not expected to be more than five days.
- (d) The estimated number of trips to Gulfport, Mississippi is two; while the duration of each trip is not expected to be more than five days.
- (e) The estimated number of trips to Hattiesburg, Mississippi is two; while the duration of each trip is not expected to be more than five days.
- (f) The estimated number of trips to Pearl Harbor, Hawaii is two; while the duration of each trip is not expected to be more than five days.
- (g) The estimated number of trips to Okinawa, Japan is one; while the duration of each trip is not expected to be more than five days.
- (h) The estimated number of trips to Guam, Marianas Islands is one; while the duration of each trip is not expected to be more than five days.
- (i) The estimated number of trips to various CONUS locations TBD at a later date and time is two; while the duration of each trip is not expected to be more than five days.

27.3 No travel shall be conducted without prior request and approval from the designated Government representative from NCG 1 Port Hueneme and concurrence from the designated Contracting Officer Representative (COR). If travel is conducted without prior request, approval, or concurrence on file (documentation), the travel claim will be rejected and not paid. Travel requests shall include the purpose of travel, travel dates, location of travel, names of contractors requested to travel, and other pertinent information related to the travel requirements.

27.4 Travel claims for reimbursable expenses shall be submitted within 5 working days after completion of travel with submission of proper documentation (e.g. receipts, travel expense reports). Invoice amount shall detail the actual cost of the per diem and travel expenses.

28.0 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Tactical Communication Instructor via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;

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(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION D PACKAGING AND MARKING

There is no packing and marking for the services to be provided in response to the task order unless otherwise indicated by the Contracting Officer Representative (COR). All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

The Contracting Officer Representative (COR) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the COR for signature. The contractor shall include the fully signed memorandum with its final invoice.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000 10/1/2016 - 9/30/2017

CLIN - DELIVERIES OR PERFORMANCE

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

8000 10/1/2016 - 9/30/2017

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

8001 10/1/2017 - 9/30/2018
8002 10/1/2018 - 9/30/2019
8003 10/1/2019 - 9/30/2020
8004 10/1/2020 - 9/30/2021

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 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 Central Contractor Registration at <https://www.acquisition.gov>;and

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

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

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

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

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

2-in-1

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

COR: Michael Stoll

Tel: (805) 982-6023

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00244

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Admin DoDAAC	S5111A
Inspect By DoDAAC	R57046
Ship To Code	R57046
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	R57046
Service Acceptor (DoDAAC)	R57046
Accept at Other DoDAAC	N/A
LPO DoDAAC	R57046
DCAA Auditor DoDAAC	HAA632
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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

LT. Andy Wang / Phone: 805-982-2246 / Email: andy.wang@navy.mil

ITCS Michael Stoll / Phone: (805) 982-6023 / Email: Michael.p.stoll@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.

See Section G for points of contact.

Invoice Schedule

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

Invoices shall be submitted once a month for services rendered and travel performed during the previous month. All invoices need to be submitted electronically via WAWF. Hard copy invoices cannot be accepted. Only one invoice may be submitted per month. Invoices must identify the invoicing period. If charges against more than one line item have occurred during the invoicing period, all charges must be combined into one invoice. If invoicing against travel, the invoice must contain a summary detailing the charges as well as an attachment of supporting documentation. The contractor's failure to include the necessary information or a more frequent invoice submission than authorized will result in invoices being rejected.

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.

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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.
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

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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 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.

Enclosure (1)

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

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

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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.
- 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.

PROCUREMENT INFORMATION

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Contracting Office Point of Contact regarding contracting issues:
 NAVSUP FLC San Diego
Latrice Rubenstein, Contracting Officer

Contact Specialist Point of Contact regarding contracting issues:

Ryan Brown, Contract Specialist

3985 Cummings Road, Code 230
 San Diego, CA 92136-4000
 Tel: (619) 556-6436
 Fax: (619) 556-9782
 Email: ryan.m.brown6@navy.mil

REQUESTING ACTIVITY POINT OF CONTACT

Contracting Officer Representative:
 Name: ITCS Michael Stoll
 Naval Construction Group One (NCG 1), N6
 Email: Michael.p.stoll@navy.mil
 Tel: 805-982-6023 x3410 Mobile: (805) 982-3410

CONTRACTOR POINT OF CONTACT

Government Point of Contact:
 Name: Jenn Bozeman
 Phone: 757-366-9444
 Email: jenn@coastalmsolutions.com

PAYMENT OFFICE INSTRUCTIONS

Payment Instructions for Multiple Accounting Classification Citations

In accordance with DFARS PGI 204.7108(b) and (d)(12), the payment office shall make payment by CLIN and ACRN as outlined on the contractor's payment request. None of the standard payment instructions identified in PGI 204.7108(d)(1-11) are appropriate. The CED3 program has several sources of funding. The Government provides the contractor the Government's ACRN schedule by CLIN/SLIN for each invoice. The Government-provided ACRN schedule considers various elements such as appropriation type, funds expenditure rate, funds expiration date and contract requirements. This process allows the Government to manage its program's funds.

The contractor shall invoice in accordance with the COR provided ACRN schedule.

Accounting Data

SLINID	PR Number	Amount
8000	R5704617RCHCW06	162920.76
LLA :		
AA 1771804 70CC 251 57046 C 068688 2D CHCW06		
Cost Code: 57046737M2WQ		

BASE Funding 162920.76
 Cumulative Funding 162920.76

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 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

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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 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

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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.

NAVSUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the

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contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (Jan 1992)

(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 communicate 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 with the Contracting Officer. 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 Contracting Officer is: **Latrice Rubenstein, Phone: 619-556-5276, Email: Latrice.rubenstein@navy.mil, NAVSUP FLCSD, Code 230, 3985 Cummings Road, 3rd Floor, San Diego, CA 92136-4000.**

ORGANIZATIONAL CONFLICT OF INTEREST

A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, to provide support of the Center for Educational Design, Development, and Distribution (CED3) and all areas of online and Distributed Learning (DL) initiatives. The program supports a wide-range of managerial, production, data analysis, instructional design, course architecture consultation, graphics, new technologies review and analysis, multimedia assistance, audio and video productions, programmatic

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marketing, courseware authoring expertise, and information technology services at Naval Postgraduate School (NPS) in Monterey, CA. The purpose of this “Organizational Conflict of Interest” clause (“OCI Clause” or “clause”) is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order and shall include any affiliate, employee, agent, subcontractor (at any tier), officer, subsidiary or parent contractor.
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.
- (3) "Interest" means organizational or financial interest
- (4) "Term of this contract" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (5) “Contracting Officer” is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

C. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide support and to allow format standardization of the distance learning programs, a critical aspect of successful student interface, as students navigate from course to course.

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to the listed programs business sensitive information, budgetary information, or technical documentation may give it an *unfair* [e.g. the independent cost estimate] advantage in developing a competitive proposal for that solicitation , or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

D. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor, as broadly defined above, agrees that until such time as the current contract is completed, plus six (6) months, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or discuss with any potential offeror any aspects of work under the contract.

The Contractor, as broadly defined herein, is prohibited from providing to Navy any advisory and assistance services or other like services to ITACS. These restrictions, as others set forth herein, shall survive contract performance and shall be effective for the life of the contract and 6 months after contract performance, inclusive of options. Nothing in these restrictions shall operate to preclude the Contractor, as broadly defined herein, from participating in a follow-on contract or task order to this procurement. As indicated in the definition of Contractors, these terms and conditions shall be binding at all tiers – to include subcontractors, who shall agree in writing to these terms and conditions in their respective subcontracts.

E. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2,

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Privacy Act. Each employee working on this task shall be required to sign a Non-Disclosure Agreement (NDA) that confirms that information obtained as a result of this contract, to include business sensitive and private information SHALL NOT BE DISCLOSED TO ANY PARTY except as permitted by the contracting officer, contracting officer representative, or as required by law/regulation.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance.

If Contractor will access third-party procurement sensitive or trade-secret information, it shall require its "affiliates" as defined herein to execute a document defining any financial holdings. If an affiliate has in fact a financial conflict of interest (i.e. holds an interest in any such third party and/or a competitor to that third party), the contractor shall replace that affiliate or employee in accordance with contract terms and conditions, as set forth herein. Contractor shall report such action to the Contracting Officer.

Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

F. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

- (a) Each contractor employee will have a favorably completed National Agency Check (NAC).
- (b) If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.
- (c) If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or

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(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

(End of Clause)

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.204-2 SECURITY REQUIREMENTS

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10 REPORTING EXECUTIVE COMPENSATION & FIRST-TIER SUBCONTRACTOR AWARDS (FEB2012)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)
52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (JAN 2013)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NAT'L LABOR RELATIONS ACT (DEC2010)
52.222-3 CONVICT LABOR (JUNE 2003)

52.222-41 SERVICE CONTRACT LABOR STANDARD (May 2014)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APRIL 1984)

52.224-2 PRIVACY ACT (APRIL 1984)

52.227-14 RIGHTS IN DATA-GENERAL

52.232-18 AVAILABILITY OF FUNDS (APRIL 1984)

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

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.244-2 SUBCONTRACTS (OCT 2010)

52.246-25 LIMITATION OF LIABILITY SERVICES (FEB 1997)

52.247-34 F.O.B. DESTINATION (NOV 1991)

52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUNE 2003)

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

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 2016)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (DEVIATION 2016-O0003) (OCT 2016)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (DEC 2015)

252.227-7013 RIGHTS IN TECHNICAL DATA NONCOMMERCIAL ITEMS (FEB 2014)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

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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 30 days of contract expiration.

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 prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * ___576 hours___ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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(End of Clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.232-18 AVAILABILITY OF FUNDS (APR 1984) has been incorporated into this purchase order and is hereby applicable to this action.

Funding cited in this task order/modification is subject to passage of the upcoming fiscal year Department of Defense Appropriations Act or Continuing Resolution Authority. In accordance with contract clause FAR 52.232-18, Availability of Funds, the Contracting Officer will provide the contractor written notice via email or other method determined to be acceptable by the Contracting Officer when funds are made available.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protest, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Nick Giacalone, Contracting Officer, NAVSUP FLCSD, Code 230, Building 116, 3985 Cummings Road, San Diego, CA 92136-4000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -- (1) Furnish phase-in training; and (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary

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personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor. (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

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(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of Clause)

UNIT PRICES (JUL 2016)

Contractor unit prices, when incorporated into a Government contract, may be releasable under the Freedom of Information Act (FOIA) in the event NAVSUP FLCSD receives a FOIA request.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

DD254_Contract_Security_Classification_Specification

Attachment 1 - Wage Determination 15-5625 (Rev. 1) - Ventura, CA