

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
04-May-2017

4. REQUISITION/PURCHASE REQ. NO.
N0024217RC005F1

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

6. ISSUED BY CODE

N00244

7. ADMINISTERED BY (If other than Item 6)

CODE

S5111A

NAVSUP FLC San Diego, Code 200
3985 Cummings Road
San Diego CA 92136-4200
anastasia.pentzakoff@navy.mil 619-556-9637

DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

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

Anchor Innovation, Inc.
208 Golden Oak Court, Suite 121
Virginia Beach VA 23452-1331

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7609 / N0024417F3003

10B. DATED (SEE ITEM 13)

29-Mar-2017

CAGE CODE 3DCG2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

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

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

Anastasia S Pentzakoff, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY /s/Anastasia S Pentzakoff

04-May-2017

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to change the type of invoice from Cost Voucher to 2-in-1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$
to \$.

The total value of the order is hereby increased from

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

CLIN/SLIN From To

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		ANTI-SMALL CRAFT BARRIER OPERATIONS IN SUPPORT OF CNRSW				\$0.00
8101	R799	Base Period Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE SAN DIEGO FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)	12.0	MO	\$	
8102	R799	Base Period Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE CORONADO FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)	12.0	MO	\$	
8103	R799	Base Period Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE POINT LOMA FAR 52.232-18 Availability of Funds Applies (O&MN,N) (O&MN,N)	12.0	MO	\$	
8201	R799	Option Period 1 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE SAN DIEGO (O&MN,N) Option	12.0	MO	\$	
8202	R799	Option Period 1 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE CORONADO (O&MN,N) Option	12.0	MO	\$	
8203	R799	Option Period 1 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE POINT LOMA (O&MN,N) Option	12.0	MO	\$	
8301	R799	Option Period 2 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE SAN DIEGO (O&MN,N) Option	12.0	MO	\$	
8302	R799	Option Period 2 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE CORONADO (O&MN,N) Option	12.0	MO	\$	
8303	R799	Option Period 2 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE POINT LOMA (O&MN,N) Option	12.0	MO	\$	
8401	R799	Option Period 3 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE SAN DIEGO (O&MN,N) Option	12.0	MO	\$	
8402	R799	Option Period 3 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE CORONADO (O&MN,N) Option	12.0	MO	\$	

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8403	R799	Option Period 3 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE POINT LOMA (O&MN,N) Option	12.0	MO	\$	
8501	R799	Option Period 4 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE SAN DIEGO (O&MN,N) Option	12.0	MO	\$	
8502	R799	Option Period 4 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE CORONADO (O&MN,N) Option	12.0	MO	\$	
8503	R799	Option Period 4 Labor (O&MN,N) ASCB OPERATIONS AND MAINTENANCE AT NAVAL BASE POINT LOMA (O&MN,N) Option	12.0	MO	\$	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

ANTI-SMALL CRAFT BARRIER OPERATIONS

PERFORMANCE BASED WORKSTATEMENT (PWS)

1.0 INTRODUCTION

Navy Region Southwest (NRSW) Port Operations Program seeks marine services to support operations of the Navy Anti-Small Craft Barrier (ASCB) at Naval Base Point Loma (NBPL), Naval Base Coronado (NAB), and Naval Base San Diego (NBSD) by means of a performance based contract.

2.0 SCOPE

The contractor shall provide all supervision, administrative and technical support, labor, subcontractors, and shall schedule, coordinate, and assure effective completion of all services for Operation and Inspection of ASCB.

3.0 DESCRIPTION OF WORKING HOURS

a. Regular Hours: A boat crew shift equates to an 8-hour work day, Monday - Friday, excluding Federal Holidays. The government will adjust the start times on a daily basis with a minimum twenty-four (24) hour notification, when feasible, or as soon as schedule changes.

b. Federal Holidays:

- New Year's Day - January 1
- Martin Luther King Jr. Day - Third Monday in January
- Washington's Birthday - Third Monday of February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Columbus Day - Second Monday in October
- Veteran's Day - November 11
- Thanksgiving - Fourth Thursday in November
- Christmas Day - December 25

4.0 SECURITY CLEARANCE

Contractor shall have a Secret Facility level of clearance issued by DSS.

5.0 REQUIREMENTS

5.1 BARRIER OPERATION: The contractor shall provide crews qualified to operate Government furnished tug type workboats for scheduled, unscheduled, and emergent(unannounced) operations and tending (keeping a barrier open or closed) of two different types of Anti-Small Craft Barriers : 1. Port Security Barriers (PSB); 2. Dunlop Anti-Boat Barriers (DAAB), as well as other waterfront requirements to include barrier inspections, movement of paint floats, camels, barges, fenders, and oil response booms as directed by Port Operations. The Contractor must be able to provide multiple crews at each location depending on the type of ship entering or departing the barriers, i.e. it will take a minimum of two boats to support CVN moves at NBC, 2 crews to support submarine movements into and out of the floating drydock as well as the usual multiple moves at NBSD that will require more than one crew to be manned. The Contractor shall operate the anti-small craft barriers without interfering with vessel traffic and causing hazards to navigation. The contractor shall ensure barrier system is: 1) Opened 30 minutes prior to

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scheduled vessel movements. 2) Closed upon completion of the movement that required the opening. 3) Tended for special evolutions such as stern gate marriages, training, drills, exercises, and maintenance. 4) Supported for unannounced and emergent events that require immediate opening and closing of the barriers regardless of scheduled barrier operations within San Diego bay area. 5) During normal working hours, or until secured for the day, crews shall be available to open the barriers within 15 minutes of notification from the Regional Port Operations Dispatcher or the Base Port Operations staff to support unplanned requirements. Once released for the day, the required call back time will be 1 hour. 6) Barriers shall only be opened if on established schedule, or if directed by Port Operations, or by Boat Security.

The Government estimates 19,872 barrier moves per year (1657 per month) based on historical data. Estimated barrier moves by Naval Base:

Naval Base San Diego – 994 per month

Naval Base Coronado - 414 per month

Naval Base Point Loma - 248 per month

NOTE: Port Operations normal working hours are from 0700 to 1700 and ship/submarine moves will typically start (not complete) during this time period. Of the average of 1657 barrier moves per month about:

89% will occur between the hours of 8am-5pm (regular days or weekends)

1% will occur between the hours of 5pm-1am (regular days or weekends)

10% will occur between the hours of 1am - 8am (regular days or weekends)

Note: Historically, 1% of the total number of movements above occurs on weekends.

For historical information purposes only, the Government does not in any way warrant that these figures will accurately reflect moves for the new contract period of performance or optional periods of performance. The number of moves fluctuates and may be higher or lower. The moves are not evenly distributed throughout the year.

CVN - 58 moves in and out of Naval Base Coronado;

SSBN/SSGN/SSN - 276 moves in and out of Naval Base Point Loma.

This is the historical data for FY2016 only and do not represent all ships moved in and out of Port during FY 2016.

5.2 BARRIER INSPECTION: The contractor shall:

a. While not engaged in barrier movement, each crew will perform barrier inspections in accordance with the Barrier Operating Manual. The contractor shall inform the Government of any discrepancies with the barrier by submitting a Barrier Report to the Contracting Officer Representative. The Government shall assess and define if a repair is necessary; the contractor is not responsible for repair.

b. Each crew shall inspect the Government provided vessels daily and fuel the vessel. Contractor shall generate daily boat usage logs, monthly fuel usage reports and crew rosters in accordance with Paragraph 8.0 (a), (b), and (c). The Master of the assigned vessel is responsible for reporting all material discrepancies and boat discrepancies to the Port Operations Maintenance Staff and for ensuring the vessel is sea-worthy.

Example of material discrepancies would be anything other than a boat issue, i.e. light broke on barrier, line broken or barrier bolts detached. Example of boat discrepancies: engine revving too high or oil light.

5.3 OTHER RELATED TASKS:

5.3.1 Management

a. The Contractor shall assign a Project Manager as the government's direct point of contact (POC) for all contractor task direction. This individual shall manage all other contractor employees on site. An alternate POC

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will be required during periods of the manager's absence. The Project Manager shall be available for communications of routine and emergent requirements at all times.

b. The contractor is required to have a boat crew on call-back at all times with a one (1) hour response time for emergent requirement, after normal working hours.

c. The Contractor shall manage GFP provided for use in performance of this task and general inventory reports IAW Paragraph 8.0 (e).

d. The Government requests a weekly inspection report to be provided to the COR IAW Paragraph 8.0 (h). Report should also include daily boat and ASCB reports IAW Paragraph 8.0 (f) and (g).

e. The contractor shall inform the COR verbally and in writing immediately of any known discrepancies that may impact operations, pose a hazard to navigation or be a potential safety hazard to equipment and or personnel IAW Paragraph 8.0 (i).

f. The contractor shall submit the Accident reports IAW Paragraph 8.0 (d).

Note: The Government will publish a harbor movement plan for tasks no later than 1430, barring any unforeseen changes, for the following day's work. Fridays plan will include weekend and holiday requirements, if any.

5.3.2 Assist Installation Port Operations with the movement of service craft, barges, and floats and ensure no interference with barrier operations.

6.0 CREW QUALIFICATIONS AND INSURANCE

Crew personnel will meet training standards of the Contractor's insurer, be a U.S. Citizen, and eligible and cleared for base access. It is the contractor's responsibility to maintain their boat licenses and insurance. Insurance documents must be available for review at time of award. Insurance must cover both ashore and afloat operations.

Key Personnel Project Manager and Alternate Project Manager Qualifications:

- The Project Manager and alternate Project Manager shall have a Secret Clearance at the time of award.
- Must have 5 years of recent (within last 5 years) combined experience in:

a. Waterfront operations (experience with scheduling multiple vessels, at multiple locations. The individual should have experience and knowledge of how Navy Port Operations works as well as other harbor operations, i.e. civilian shipping, tour boats, pleasure craft, etc., in the harbor that might affect the performance).

b. Operating boats of similar size and type to:

Barrier Boats (BB) - Total of 8 boats

(1) One 39' Boomin Beaver, port operations/barrier work boat. Propulsion: Twin QSM11 Cummins Diesel engines W/prop and rudder.

(2) Two 25' MODUTECH barrier handling tug boats. Propulsion: QSM11 Cummins diesel engines, electronic navigation and communication packages.

(3) Three 25' Boomin Beaver barrier handling tug boats. Propulsion: QSM11 Cummins diesel engines, electronic navigation and communication packages.

(4) Two 19' Boomin Beaver barrier handling tug boat. Propulsion: QSB5.9 Cummins diesel engines, electronic navigation and communication packages.

Barrier Work Boats (BWB) - Total of 3 boats

(1) Two 26' Almar barrier handling work boat. Propulsion: twin Mercury 150hp with outboard engines and communication packages.

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(2) One 25' Workskiff barrier handling work boat. Propulsion: twin Mercury 150hp with outboard engines and communication packages.

Non-Key Personnel Boat Captain Qualifications:

- a. Must possess U.S. Coast Guard 50 Ton Master License.
- b. Minimum of two years' experience as a 50 Ton Master
- c. Must possess Transportation Workers Identification Card (TWIC)

Non-Key Personnel Crew Qualifications:

- a. Must possess a Transportation Workers Identification Card (TWIC)

7.0 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

During performance of this contract, the contractor shall not use as a consultant or employee (on either a full or part time basis) any active duty military or civilian Navy personnel without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no Department of Defense (DoD) or Navy instructions, regulations, or policies might possibly be contravened, and no conflict of interest or appearance of a conflict of interest will result. There shall be a clear distinction between Government employees and contractor employees. Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

8.0 DELIVERABLES - refer to form DD1423.

The following reports can be provided in a Microsoft office format:

- a. Daily boat usage logs. Logs shall include hours used and barriers attended information.
- b. Monthly fuel usage by boat.
- c. Crew rosters. Roster shall include full name and contact numbers.
- d. Accident reports. All Accident reports must be submitted to the COR within twenty-four (24) hours of the accident. In case of safety hazard, the contractor shall prepare a written statement about safety hazard.
- e. Monthly government furnished equipment inventory.
- f. Daily boat inspection report.
- g. Daily ASCB inspection report.
- h. Weekly ASCB Light report.

9.0 QUALITY ASSURANCE

The Contractor shall develop a quality control program to ensure services are performed in accordance with PWS performance objectives and contract requirements.

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SECTION D PACKAGING AND MARKING

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

1.0 GENERAL.

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative(COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

2.0 DATA PACKAGE LANGUAGE

2.1 All unclassified data shall be prepared for shipment in accordance with best commercial practices.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract Number

3.1.3 Task Order Number

3.1.4 Sponsoring Activity

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic MAC contract.

In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

52.246-4 Inspection of Services-Fixed-Price (Aug 1996)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

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SECTION F DELIVERABLES OR PERFORMANCE

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

8101	4/6/2017 - 4/5/2018
8102	4/6/2017 - 4/5/2018
8103	4/6/2017 - 4/5/2018

CLIN - DELIVERIES OR PERFORMANCE

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

8101	4/6/2017 - 4/5/2018
8102	4/6/2017 - 4/5/2018
8103	4/6/2017 - 4/5/2018

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

8201	4/6/2018 - 4/5/2019
8202	4/6/2018 - 4/5/2019
8203	4/6/2018 - 4/5/2019
8301	4/6/2019 - 4/5/2020
8302	4/6/2019 - 4/5/2020
8303	4/6/2019 - 4/5/2020
8401	4/6/2020 - 4/5/2021
8402	4/6/2020 - 4/5/2021
8403	4/6/2020 - 4/5/2021
8501	4/6/2021 - 4/5/2022
8502	4/6/2021 - 4/5/2022
8503	4/6/2021 - 4/5/2022

Services to be performed hereunder will be provided at: San Diego Bay Naval Installations, including Naval Base Point Loma, Naval Base Coronado, and Naval Base San Diego.

F2 DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTING OFFICER REPRESENTATIVE:

Mr. Christopher Eliff

CNRSW Director of Waterfront Ops

3315 Buchanan St. Bldg. 150

San Diego CA 92136

Office: 619-556-5880

christopher.eliff@navy.mil

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

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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

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

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

(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: ***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:

Naval Base San Diego, Naval Base Point Loma and Naval Base Coronado, California.

(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*

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Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00244
Admin DoDAAC	S5111A
Inspect By DoDAAC	
Ship To Code	N00242
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N00242
Service Acceptor (DoDAAC)	N00242
Accept at Other DoDAAC	
LPO DoDAAC	N00242
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	

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

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

Name	Email	Phone	Role
Mr. Christopher Eliff Representative	christopher.eliff@navy.mil	619-556-5880	Contracting Officer

(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.

Mr. Christopher Eliff christopher.eliff@navy.mil

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

(End of clause)

CONTRACT ADMINISTRATION FUNCTIONS

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[] is authorized to perform the following administrative functions as checked below:

[] Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

[] Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

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Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

Negotiate changes to interim billing prices.

Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to protect the Government's interests.

Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting

Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

Name: James Browley

Phone: 619-556-5226

Email: james.browley@navy.mil

(d) The Task Order Negotiator is:

Name: Anastasia Pentzakoff

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Phone: 619-556-9637

Email: anastasia.pentzakoff@navy.mil

(e) Interim Ombudsman for the Fleet Logistics Center, San Diego CA is:

Name: Gary Thomas

Phone: 619-556-5109

Email: gary.p.thomas@navy.mil

(f) DFARS 242.302 except in those areas otherwise designated herein. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and Assigned DCMA office: S5111A

DCMA - Hampton

2000 Enterprise Parkway, Suite 200, Hampton, VA 23666

(g) PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented. HQ0338 DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264

(i) Contracting Officer Representative (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract;
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Task Order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the task order, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the task order, until the Ordering Officer has issued a modification of the task order, or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR TASK ORDER.

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

CONTRACTORS: Fill-in the information required below and submit it as an attachment to your proposal.

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Mr. Stephen Palmer; Title: CEO

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Mailing Address:208 Golden Oak Court, Suite 121, Virginia Beach, VA 23452-1331

Email: cpowell@anchori.com

Accounting Data

SLINID	PR Number	Amount
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LLA :

8102 N0024217RC005F1

LLA :

8103 N0024217RC005F1

LLA :

BASE Funding
Cumulative Funding

MOD P00001 Funding 0.00
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

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 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 action.

NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

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

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

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

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

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

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

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

H15 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract: **(to be filled-in at the time of award)**

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

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

N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004) (FLCSD)

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

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employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--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.

--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

(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.

Wage Determination 2015-0213 Revision No. 6 DTD 30 December 2016 incorporated herein.

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SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

CLAUSES INCORPORATED BY REFERENCE

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (JAN 2013)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

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

52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

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

52.242-15 STOP WORK ORDER (AUG 1989)

52.244-2 SUBCONTRACTS (OCT 2010)

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52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

para (a) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Task Order Number TBD

para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

para (c) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for onsite audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—Mr. Christopher Eliff, COR.

NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

NAVSUP 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

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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 of the Contracting Officer is: James Browley, Operational Forces Support Division Director, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116, San Diego CA 92136-4200.

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 (NACLIC) 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

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the completion of the individual's performance under the contract. Completion and approval of a System

Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the

Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

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

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as

Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties.

This designation is also applied to contractor employees who access Privacy Act and Protected Health Information

(PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position.

The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check.

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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 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.

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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.

ECMRA

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) 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>.

LIABILITY INSURANCE LIMITS

(Based on FAR 28.307-2)

Pursuant to the terms of the clause FAR 52.228-5, Insurance--Work on a Government Installation, following are the kinds and minimum amounts of insurance required:

(a) Workers compensation and employer's liability: contractors are required to comply with applicable Federal (to include but not limited to worker's compensation insurance for employees ashore and afloat) and State worker's compensation and occupational disease statutes.

(b) General liability: bodily injury liability insurance coverage written on the comprehensive form of policy-- \$1,000,000 per occurrence.

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(c) Automobile liability insurance written on the comprehensive form of policy for bodily injury and property damage liability covering the operation of all automobiles operated in the United States and used in connection with performing the contract--\$200,000 per person and \$1,000,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) N/A

(e) Contract performance involves the use of vessels. Accordingly, contractor must provide collision liability and protection and indemnity liability insurance.

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

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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SECTION J LIST OF ATTACHMENTS

Attachment_1_CDRLs

Attachment_2_QASP

Attachment_3_CAP

Attachment_4_Wage_Determination

Attachment 5 DD254