

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.
02

3. EFFECTIVE DATE
30-Sep-2015

4. REQUISITION/PURCHASE REQ. NO.
N6809316RC09508

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

6. ISSUED BY CODE
N00189

7. ADMINISTERED BY (If other than Item 6) CODE
S2404A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392
anthony.karanikas@navy.mil 757-443-1965

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Applied Computing Technologies, Inc. 6225 Brandon Avenue, Suite 275 Springfield VA 22150-2526		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
CAGE CODE 1CLV2 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-4957-FK02
		10B. DATED (SEE ITEM 13) 01-Oct-2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.243-1

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) Robert P. Hansen, President / CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony Karanikas, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Robert P. Hansen (Signature of person authorized to sign)	15C. DATE SIGNED 30-Sep-2015	16B. UNITED STATES OF AMERICA BY /s/Anthony Karanikas (Signature of Contracting Officer)	16C. DATE SIGNED 30-Sep-2015

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to:

- I. Add a revised PWS
- II. Add FAR 52.232-18 Availability of Funds
- III. Zero out CLINs 8003 and 9003
- IV. Make changes to CLINS 8001, 8002, 9001, and 9002

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 \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8001	O&MN,N	0.00	[REDACTED]	[REDACTED]
9001	O&MN,N	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001	0.00	[REDACTED]	[REDACTED]
9001	0.00	5,000.00	5,000.00

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
5000	R408	MAINTENANCE AND TECHNICAL SUPPORT FOR NAVAL HOSPITAL CAMP LEJEUNE (NHCL) IAW PERFORMANCE WORK STATEMENT (PWS) FOR THE BASE YEAR, LOT I (O&MN,N)	12.0	MO	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	OTHER DIRECT COSTS (ODCs) FOR TRAINING AND TRAVEL IAW PERFORMANCE WORK STATEMENT (PWS) FOR THE BASE YEAR, LOT I (O&MN,N)	1.0	LO	\$10,000.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R408	MAINTENANCE AND TECHNICAL SUPPORT FOR NAVAL HOSPITAL CAMP LEJEUNE (NHCL) IAW PERFORMANCE WORK STATEMENT (PWS) FOR OPTION YEAR I, LOT II (O&MN,N)	12.0	MO	\$ [REDACTED]	\$ [REDACTED]
8001	R408	MAINTENANCE AND TECHNICAL SUPPORT FOR NAVAL HOSPITAL CAMP LEJEUNE (NHCL) IAW PERFORMANCE WORK STATEMENT (PWS). (O&MN,N)	6.0	MO	\$ [REDACTED]	\$ [REDACTED]
8002	R408	MAINTENANCE AND TECHNICAL SUPPORT FOR NAVAL HOSPITAL CAMP LEJEUNE (NHCL) IAW PERFORMANCE WORK STATEMENT (PWS) (O&MN,N) Option	6.0	MO	\$ [REDACTED]	\$ [REDACTED]
8003	R408	MAINTENANCE AND TECHNICAL SUPPORT FOR NAVAL HOSPITAL CAMP LEJEUNE (NHCL) IAW PERFORMANCE WORK STATEMENT (PWS) FOR OPTION YEAR IV, LOT V (O&MN,N) Option	0.0	LH	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	OTHER DIRECT COSTS (ODCs) FOR TRAINING AND TRAVEL IAW PERFORMANCE WORK STATEMENT (PWS) FOR OPTION YEAR I, LOT II (O&MN,N)	1.0	LO	\$10,000.00
9001	R408	OTHER DIRECT COSTS (ODCs) FOR TRAINING AND TRAVEL IAW PERFORMANCE WORK STATEMENT (PWS) (O&MN,N)	1.0	LO	\$5,000.00
9002	R408	OTHER DIRECT COSTS (ODCs) FOR TRAINING AND TRAVEL IAW PERFORMANCE WORK STATEMENT (PWS) (O&MN,N)	1.0	LO	\$5,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9003	R408	OTHER DIRECT COSTS (ODCs) FOR TRAINING AND TRAVEL IAW PERFORMANCE WORK STATEMENT (PWS) FOR OPTION YEAR IV, LOT V (O&MN,N)	1.0	LO	\$0.00
		Option			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Background

Naval Hospital Camp Lejeune (NHCL) is a community hospital located on the Marine Corps Base Camp Lejeune. The hospital is designed to accommodate up to 220 beds, and supports all outlying clinics, ancillary support services such as pharmacies, radiological, laboratory, and other offices. NHCL helps maintain the medical operational readiness for the Marine Expeditionary Force (MEF) and its supporting elements and Marine Special Operations Command (MARSOC). NHCL also provides comprehensive healthcare to other eligible beneficiaries in the Jacksonville and other Onslow County and surrounding area.

The Management Information Department (MID) is tasked with the maintenance and repair of approximately 5,200 personal computers or Wyse Thin Clients, 100 handheld phones and Blackberry, 225 Multifunctional Devices (MFD) and printers; as well as associated peripherals to support clients. MID is also tasked with supporting a variety of Clinical Business applications including Composite Health Care System (CHCS), AHLTA, Blood Donor System and Blood Bank, Patient Monitoring System Nihon Koden, Inpatient Health Record System, Digital Radiology, Anesthesiology recording system and a magnitude of other clinical and business applications as needed. Business applications include, Defense Medical Logistics Support System (DMLSS), M2, Fast Data, EAS IV, SPNMIS, MS Office Suite, and other Department of Navy or Department of Defense approved applications that are client installed as well as web based applications. Responsibilities include installing, repairing, and disposing of hardware ranging from centrally operated mainframe computers to desktop PC's, printers, and other all other components. Additionally, commercial off-the-shelf (COTS) and government off-the-shelf (GOTS) software is procured, installed, and updated on a continuing basis. The Management Information Department provides 24-hours by seven days a week 365 days per year support. This includes but is not limited to, general operational tasks, general PC tech support, coordinating and monitoring mainframe and application server tasks, troubleshooting connection for systems to including clinical and business applications and peripherals and contacting appropriate network engineer or support service agency as needed. MID is responsible for ensuring all end user devices and any application or system must meet DISA Standard Technical Implementation Guidelines (STIGs) as well as the Navy Network Warfare Command (NETWARCOM) issued Authority to Operation (ATO) for Naval Hospital Camp Lejeune. Continual configuration change, patch management and security assessment is required and mandated. Compliance is reported and inspections and recertification is a requirement.

In fiscal year 2015, MID documented approximately 39,500 trouble tickets comprising of but not limited to, all aspects of network and systems account management, PC Software, PC/printer/scanner hardware, asset management, web and database development and maintenance. Total user population for NHCL domain is approximately 3,800 users.

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Description

Under this contract, the contractor shall provide management and technical support for NHCL and its allied outlying clinics and offices. The number and locations of these outlying clinics and offices frequently change and have the potential to change or increase. All outlying buildings supported by Camp Lejeune Naval Hospital fall within a 40 mile radius to the main core hospital facility.

Locations with NHCL Assets Approximate # of Assets (Subject to Change)

Locations with NHCL Assets

	Approximate # of Assets (Subject to Change)
BEQ Bldg 121	7
Bldg 326	120
Bldg 36	43
Bldg 4	12
Bldg 65	128
Bldg H1	24
Bldg H14	79
Brig Bldg 4041	3
Brynn Marr	1
Camp Geiger - G770	48
Camp Geiger - TC805	19
Camp Johnson M128	48
Camp Johnson M129	4
Court House Bay Fitness	1
French Creek C304	8
French Creek C308	60
Hadnot Point Bldg 15	65
MARSOC- RR440	27
MARSOC – HQ	13
MCAS AS100	106
NH-100 Hospital	2247
NH-109 Hospital	3
NH-118 Hospital	41
NH-152 SEAT	21
NH-153 Emergency Mgt	10
NH-200 Hospital	180

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NH-Trailer	36
NH PP6 Wounded Warror	12
II MEF	272
NICoE TBI	108
Pharmacy Exchange (PX)	12
DD48 (Verona Loop)	10
VET Clinic Bldg TT-2459	27
Wallace Creek Fitness	12
Wayne Caron Clinic	45
Wounded Warrior	14

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Task 1 – Information Technology Hardware/Software and Call Center Support

This task is to be provided 24 hours/7 day a week/365 a year. The contractor shall provide IM/IT level phone support where the majority of work tickets and requests are received and typically closed within 15 minutes at the time of request through phone support and/or the use of remote tools. Call Center work tickets must be addressed at the time of phone contact, entered from on site helpdesk, or other means upon submission from alternate sources (i.e. web), with resolution or alternate solution provided within 24 hours of the phone/ticket submission and/or customer contact.

Complex work tickets, to include but not limited to, hard drive failure with data and application recovery, motherboard failure, client re-imaging, department moves, or other mass network or local area network or domain problems and require on site correction and assistance to resolve, may take up to 72 hours to resolve. Exceptions will be determined by NHCL Contracting Officer Representative (COR).

The call center should have the capability to support multiple customers simultaneously and multi-task tickets. The contractor will document all work tickets and the resolution in the ticket system identified by the NHCL COR. Documentation in the ticket will identify the resolution used to solve the problem for audit trail and to help establish a local knowledge database.

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Through evaluation of criticality and scheduling some work tickets can and should be resolved after hours when the End User Device (EUD) is in docile state or when customer interaction is not needed, thereby efficiently utilizing staff and not impacting customer use of systems.

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Network account management and the triaging of Clinical system accounts for proper handling per direction of COR, work tickets to be addressed at the time of phone contact, entered from on site helpdesk, or other means upon submission from alternate sources (i.e. web). Urgent or higher priority access needs to be addressed and/or routed immediately, such as medical devices or clinical systems account management when submitted. Other routine account management work tickets to be completed afterhours on the day of submission or request, per standard operating procedure defined

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by COR.

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Should the need arise for contract staff to physically be onsite, such as outside network failure, or other significant emergency event, the contractor is required to be able to present in the hospital (or other building on the NMED NIPRnet circuit) to provide service, and within a drive time of 60 minute period. Contractor is to provide the necessary communication devices and service to contracted staff to ensure direct communications with NHCL. Task may require bending and significant physical lifting of equipment and may be determined by COR as essential. Historically staffed with eight full-time equivalent members.

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Minimum Personnel Skills Requirement for Task 1:

- 2 years experience as a PC technician.
- Experience in Microsoft Operating Systems XP and Window 7, and Microsoft Office applications.
- Experience managing and supporting peripheral devices such as printers, scanners, video cards, and other plug and play devices.
- Knowledge of basic networking essentials, cabling, and wireless networks.
- Knowledge of remote access technologies (i.e., Citrix, VPN)
- Experience with security systems such as Anti Virus, WSUS, Retina, and HBSS.
- Experience with remote support applications such as Dameware, SCCM, or SMS.
- Security + Certification required.
- Other DOD 8570.01 requirements as below.

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Task 2 - Customer Service Support Helpdesk

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The contractor shall staff the Customer Service Support helpdesk at NHCL during the hours of 0645-1630, Monday through Friday (excluding recognized holidays), providing immediate basic IT/IM assistance and properly documenting any and all work ticket information into the ticket system. Some work ticket will require transferring to appropriate tier for continuing effort and resolution. Contractor will be required to obtain the ability and perform CAC pin resets as needed. Historically staffed with 1.5 full-time equivalent members.

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Minimum Personnel Skills Requirement for Task 2:

- 2 years experience as a PC Helpdesk support.
- Experience in Microsoft Operating Systems XP and Window 7, and Microsoft Office

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applications

- Good communication skills with ability to communicate (verbally and written).
- Must comply with DOD 8570.01 certifications as detailed in paragraph 6.0
- Security + Certification required.
- Microsoft Operating System Windows 7 required.

Task 3 – Asset Management Support

The contractor shall perform and maintain MID asset property management accounting of PC's, printers, and other peripheral equipment using guidance's from the Bureau of Medicine and Surgery (BUMED), NHCL Command equipment management, and/or department standard operating procedures. Information related to equipment moves, allocations of ownership, or modifications will be documented according to designed method mandated by the department. Contractor maybe required to carry out periodically, equipment inventories at request. The contractor shall assist with the assessment of hardware and make recommendations of IT assets or systems specifications with current technology, along with obtaining pricing quotes as requested. Specific location of equipment will be tracked in the government's asset management data system as specified by COR. Contractor will receive, document all incoming IM/IT hardware equipment and assist with removing equipment that has reached the end of life cycle management or is broken beyond repair and process to Defense Reutilization and Marketing Service (DRMO). Contractor will provide support during department, building or clinical moves, new area installs, and life cycle management (LCM). Task requires bending and significant physical lifting of equipment.

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Contractor shall maintain and document IT equipment warranties and software licensing information on such software. Contract will assist in providing warranty options, price quotes on request, and advise on upcoming expirations or onset of maximum number licensed used requiring attention. Historically staffed with one full-time equivalent members.

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Minimum Personnel Skills Requirement for Task 3:

- 2 years experience as a PC technician.
- Experience in Microsoft Operating Systems XP and Window 7 and Microsoft Office applications.
- 2 years experience working with databases and understand the concepts of database logic, file tables and relational queries.
- Experience managing and supporting peripheral devices such as printers, scanners, video cards, and other plug and play devices.
- Knowledge of basic networking essentials, cable connection using fluke equipment, and wireless networks.

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- Experience with remote support applications such as Dameware, SCCM, or SMS.
- Security + Certification required.
- Other DOD 8570.01 requirements as below.

Task 4 – Manager Support

The contractor shall provide a Lead Technical Support person who will act as the main contractor point of contact and responsible for management of all functions, staff, and scheduling. This task shall be technically proficient in all aspects of work required. This individual will assist with the development and update of department and service standard operating procedures (SOPs). The individual appointed to this task will supervise contracted personnel of this statement of work.

Contractor must provide communication device (i.e., cell phone, pager, or blackberry) and provide schedule and contact information to NHCL. Contactor furnished blackberry, if synchronized with Navy Medicine’s Enterprise server will become property of NMED and configured to DISA STIGs and requirements and managed by the government. Task may be [may be determined by COR as essential](#).

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Task 5 – Web and SharePoint Support

The contractor shall provide Web design support that will be responsible for the creation and maintenance of the NHCL Public site design and content and internal SharePoint or other web sites. This will involve meeting with health care staff and administrative personnel in order to gather the raw data needed to create web pages, SharePoint work flow process, and data flow design. This contractor is responsible for providing support and access of other web-based systems. The webmaster will also assist NHCL data personnel with the availability of data using web based technology to include ASP.net and other format to display data queries online. The contractor will only support user requests for online transactional web, SharePoint or data systems that are in compliance with Navy Medicine policy for governance and standardization and follow the rules of a System of Record DOD Policy. Contractor shall provide any and all written design documentation at the completion of development to the COR.

Contractor must be able to communicate effectively with clinical personnel to guide them in work flow construct and have knowledge of medical terminology and ability to provide guidance’s and recommendations. Contractor will maintain and manage existing developed systems and support users in functionality management and users controls. Task [may be determined by COR as essential](#). [Historically staffed with one full-time equivalent member](#).

Minimum Personnel Skills Requirement for Task 5:

- 2 years experience with WEB development in SharePoint environment.

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- 2 years experience with IIS 6/7.
- 2 years experience with Microsoft Server 2003/2008.
- 2 years experience with Microsoft XP/ WIN7
- 2 years experience with Microsoft Visual Studio 2008/2010.
- 2 years experience with SharePoint 2007/2010
- 2 years implementation and design of high quality, scalable and extendable SharePoint solutions, managing of user SharePoint and data access.
- 1 year experience with Microsoft Office InfoPath.
- 1 year experience with .NET 3.X
- Experience with VB, C#, Java Script, HTML, XML, TSQL
- Experience with design and implementation development of workflow.
- Good problem solving and analytical skills, using them to resolve technical problems; possesses an excellent understanding of business requirements and IT strategies.
- Good communication skills with ability to communicate (verbally and written) to all levels of the business.
- Knowledge of SQL Server 2005/2008
- Ability to implement required Security strategies (AV, HIPS).
- Security + Certification required.
- Microsoft Operating System certification required.
- Other DOD 8570.01 requirements as below.

Task 6 – Clinical File(s) Discrepancy Resolution

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Contractor will provide clinical patient discrepancy resolution in CHCS and AHLTA systems. Efforts will include ensuring and performing the integrity of data in CHCS and AHLTA for NHCL by resolving PIT discrepancies. Technical support required for analyzing and working data discrepancies. Areas of concentration include individually researching each of the current PIT discrepancies to determine the basis of error and to perform corrections for the error as applicable. To provide support by processing incomplete, duplicate, and patient data inconsistencies found in the core files for CHCS and AHLTA. Work tickets must be addressed at the time of phone contact, entered from on site helpdesk, or other means upon submission from alternate sources (i.e. web).

Resolution may require escalating the work ticket to Military Health System (MHS) agency, at that time further documentation of such and monitoring of progress till resolved will be required.

Contractor to run and provide weekly tracking reports of all unresolved PIT discrepancies.

Historically staffed with .5 full-time equivalent members blended within other staffing duties and off peak hours.

Minimum Personnel Skills Requirement for Task 6:

- Experience in Microsoft Operating Systems XP and Microsoft Office applications.
- Experience with remote support applications such as Dameware, SCCM, or SMS.
- Security + Certification required.
- Microsoft Operating System Windows 7 required.

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· Other DOD 8570.01 requirements as below.

Travel

Contractor is responsible for travel to outlying clinics and/or offices to provide assistance and tasks assigned. ODC will NOT be authorized or allowed for travel to outlying branch clinics. ODC for training (to include any travel expenses related to training) will remain a fixed, "not to exceed," expense in the contract. Any ODC expenses will be approved by the COR prior to being used and must be a direct benefit to the government.

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Physical Requirements

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Some tasks may require standing, stooping, use of step ladder, and lifting. Must be able to lift moderate weight (up to 50 pounds) from the floor and transport computer peripherals to various hospital or clinic locations.

Security Clearance

As per DODI 8500.2 and SECNAV 5510.M all contract personnel are required Limited Privileged Access Level IT-II or higher and must possess Secret security clearance eligibility. Contractor is responsible for complete background check and proof of U.S. Citizenship as well as compliance of the attached DD254. The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of Sensitive-but-Unclassified information. The Contractor shall provide Sensitive-but-Unclassified information only to employees, contractors, and subcontractors on a need-to-know basis in the performance of their duties. Contract staff must have a completed background investigation before reporting and must obtain a Common Access Card (CAC) before begin allowed supporting this contract or services. Any access to NHCL systems will require a CAC.

Information Assurance Contractor Training and Certification

The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program.

The Contractor shall meet and maintain the applicable information assurance certification requirements, including;

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- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01–M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01–M.

The Contractor will provide documentation supporting the information assurance certification status of all personnel performing information assurance functions prior to employment with this contract.

Contract task level IA training and certification requirements are as follows:

TASK	IT LEVEL	IA LEVEL
1	1	1
2	1	1
3	1	1
4	2	2
5	2	2
6	1	1

Health Insurance Portability and Accountability Act (HIPAA).

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104-191) requirements, specifically the administrative simplification provisions of the law and the associated rules and regulations published by the Secretary, Health and Human Services (HHS) and the published TRICARE Management Activity (TMA) implementation directions. This includes the Standards for Electronic Transactions and the Standards for Privacy of Individually Identifiable Health Information. It is expected that the contractor shall comply with all HIPAA-related rules and regulations as they are published and as TMA requirements are defined (including security standards, identifiers for providers, employers, health plans, and individuals, and standards for claims attachment transactions).

Personnel Security

The Contractor shall comply with DoD Directive 8500.1, Information Assurance, DoD Instruction 8500.2, and Privacy Act Program Requirements (DoD 5400.11), DoD Health Information Privacy Regulation (DoD 6025.18-R). All staff under this contract must meet the certification requirement as stated in this DoD guidance and must be certified at the appropriate level.

Contractor responsibilities for ensuring personnel security include, but are not limited to, meeting the following requirements:

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Follow the TMA Privacy Office guidelines for submittal of Automated Data Processor/Information Technology (ADP/IT) positions. Non U.S. Citizens are not authorized.

- Initiate, maintain, and document minimum personnel security investigations appropriate to the individual's responsibilities and access to Military Health System (MHS) Sensitive Information (SI).
 - Immediately report to the appropriate government representative if any contractor employee filling a sensitive position receives an unfavorable National Agency Check (NAC) adjudication, or if information that would result in an unfavorable NAC becomes available. Notify the TMA Privacy Office within five working days if at any time a contractor employee has privileges revoked to a DoD data or system data because of security concerns.
 - Immediately deny access to any automated information system (AIS), network, or MHS SI-information to the contractor employee if, at any time, the individual receives an unfavorable NAC adjudication, or if directed to do so by the appropriate government representative for security reasons.
 - Ensure that all contractor personnel receive information assurance (IA) training before being granted access to DoD AISs/networks, and/or MHS SI information.
 - Ensure all contractor personnel undergo the appropriate level of investigation where their duties meet the criteria of the position sensitivity designations. The employee will be required to complete and submit the appropriate form, finger print forms and other such forms as may be required by the Office of Personnel Management (OPM) to open and complete the investigation.
- The contractor shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who (1) Require logical access to Department of Defense computer networks and systems in either: (i) the unclassified environment; or (ii) the classified environment where authorized by governing security directives; and (2) A criminal background investigation is required prior to obtaining a CAC card according to the IT-Level that the contractor personnel are requesting in accordance with DoD 5200.2-R DoD Personnel Security Program.
- Contract personnel may not use any Government issued equipment for personal use.
- Contract personnel will be required to receive any command required vaccinations, such as the annual flu shot, and will be provided by the command. This is to protect our patient's and health

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care staff from cross contamination as well as the contract employee. Only where it is medically contra-indicated for the employee will exemption be granted. To date the annual flu vaccine is the only required vaccine.

Personnel Requirements:

Contract personnel working for the contractor providing support to NHCL and on NHCL property or holding accounts, must:

- Provide personal recall information to their assigned supervisor, as well as the government recall systems, to include home phone, and/or cell phone contact information.
- Complete Defense Medical Human Resources System as required (DMRSi)
- Accept assignment as essential personnel to NHCL and be prepared to be recalled in case of emergencies. Pending the emergency various skill levels will be recalled during critical situations. Personnel completing tasks determined essential may be required to work at home or at an offsite location pending the emergency situation happening on base at the time. (i.e. hurricane, versus an epidemic outbreak).
- Contract personnel may not use any government issued equipment for personal use.
- Contract personnel who enter clinic and patient areas will be required to receive any command required vaccinations, such as the annual flu shot, and will be provided by the command. This is to protect our patient's and health care staff from cross contamination as well as the contract employee. Only where it is medically contra-indicated for the employee will exemption be granted.

Privacy Act

Contractor may be in contact with data subject to the Privacy Act (Title 5 of the U. S. Code, Section 552.a). Reports and data will be identified and safeguarded accordingly. Agency procedures shall be followed. The contractor shall ensure that contractor employees assigned to this task are briefed annually on properly identifying and handling privacy act data/information.

All local military installation requirements/instructions must also be followed.

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Significant Milestones and Deliverables

In fulfillment of this PWS the contractor shall deliver to the client as identified by the tasks above and also in the QA section.

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The following schedule of significant milestones will be used by the contractor and the client to monitor timely progress for this contract.

PLANNED

MILESTONE/DELIVERABLE	RESPONSIBILITY	COMPLETION DATE
Project Start (PS)	Contractor/NHCL	Date of Award Plus 10 Days

Period of Performance

Fiscal Year 2014 and (4) Option Periods.

*Federal Holiday(s). The following days are legally recognized holidays and will be honored by the contractor: New Year's Day (first day in January), Martin Luther King's Birthday (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May, Independence Day (fourth day of July), Labor Day (first Monday in September), Columbus Day (second Monday in October), Veteran's Day (eleventh day in November), Thanksgiving Day (fourth Thursday in November), and Christmas Day (twenty-fifth day in December).

Contract Type

The contract type for this task order is a firm fixed price contract. If changes need to be made through out the period of performance a contract Modification can be submitted. Other direct cost include, training and development to support Information Technology maturity, which includes but not limited to training seminars or conferences determined by the Government to coincide with position tasking. Training (to include expenses related to the training) is not to exceed \$10,000.00.

Security Requirements

All contractor personnel shall undergo the appropriate level of investigation upon award of contract as directed by the Contracting Officer's Representative. The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of patient information. The Contractor shall provide patient information only to employees, contractors, and subcontractors on a need-to-know basis in the performance of their duties for this project.

Place of Performance

Naval Hospital Camp Lejeune, North Carolina and its surrounding clinics and offices defined in

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statement of work description section.

Quality Assurance

The Government will evaluate the contractor's performance of this contract. For those services listed in the Performance Requirements Summary, the Contracting Officer's Representative (COR), or evaluators will follow the method of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR, or evaluators will require the contractor personnel at the site to initial the observation. The initialing of the observation acknowledges that he or she has been made aware of the defective performance and does not necessarily constitute concurrence with the observation. Government surveillance of services not listed or by methods other than those listed in the Performance Requirements Summary (such as provided in the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the Contracting Officer as a result of surveillance will be according to the terms of this contract.

Enterprise-wide Contractor Reporting Manpower Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NHCL IT/IM Support via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.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, beginning with 2013. Contractors may direct questions to the help desk at help desk at: [http://www.ecmra.mil.](http://www.ecmra.mil/)

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

For all CLINs:

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and inspectwork under this task order.

Services will be inspected/accepted by the Government at Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000	10/1/2013 - 9/30/2014
6000	10/1/2013 - 9/30/2014
8000	10/1/2014 - 9/30/2015
8001	10/1/2015 - 3/31/2016
9000	10/1/2014 - 9/30/2015
9001	10/1/2015 - 3/31/2016

CLIN - DELIVERIES OR PERFORMANCE

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

5000	10/1/2013 - 9/30/2014
6000	10/1/2013 - 9/30/2014
8000	10/1/2014 - 9/30/2015
8001	10/1/2015 - 3/31/2016
9000	10/1/2014 - 9/30/2015
9001	10/1/2015 - 3/31/2016

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

8002	4/1/2016 - 9/30/2016
8003	10/1/2016 - 9/30/2017
9002	4/1/2016 - 9/30/2016
9003	10/1/2016 - 9/30/2017

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Carolyn S Amdahl, csamdahl
Brewster Blvd, NH100
Camp Lejeune, NC 28547
carolyn.amdahl@med.navy.mil
910-450-4682

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data;
 - b. Freedom of Information inquiries;
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
 - d. Arranging the post award conference (See FAR 42.503).

Name: Cariss Butler

Address: NAVSUP Fleet Logistics Center Norfolk - Contracting Department
1968 Gilber Street
Suite 600
Norfolk, VA 23511

Phone: 757-443-1338

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Anthony Karanikas

Address: NAVSUP Fleet Logistics Center Norfolk - Contracting Department
1968 Gilber Street
Suite 600
Norfolk, VA 23511

Phone: 757-443-1965

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Not Applicable

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

See Section G -- WAWF Routing Table

5. Task Order Manager (TOM) is responsible for:

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

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

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

COR Name: Carolyn S Amdahl

Address: Naval Hospital Camp Lejeune
Brewster Blvd, NH100
Camp Lejeune, NC 28547

Phone: 910-450-4682

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

Not Applicable

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:
- a. Identifying contractor deficiencies to the COR;
 - b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
 - c. Identifying contractor noncompliance of reporting requirements;
 - d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
 - e. Reviewing contractor reports providing recommendations for acceptance/rejection;
 - f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
 - g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
 - h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

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Not Applicable

7. ORDERING OFFICER is responsible for:

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

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

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

Not Applicable

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP)

FOR FIXED PRICE CONTRACTS

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

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

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

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

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contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical

Interface

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

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

b. Contract Surveillance

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

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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.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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.

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GOVERNMENT

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0248
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N68093
Accept at Other DoDAAC	N/A
LPO DoDAAC	N68093
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

Carolyn Amdahl, carolyn.amdahl@med.navy.mil, 910-450-4749 COR/Acceptor

(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.

Carolyn Amdahl, carolyn.amdahl@med.navy.mil, 910-450-4749 COR/Acceptor

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

(End of clause)

Accounting Data

SLINID	PR Number	Amount
5000	N6809314RC09500	
LLA :		
AA 9740130 1882 000 68908 0 068688 2D C09500 6809341H6A3Q		
Standard Number: N6809314RC09500		
6000	N6809314RC03500	10000.00
LLA :		
AB 9740130 1882 000 68908 0 068688 2D C09500 6809341H6A3Q		
Standard Number: N6809314RC03500		

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BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

8000 N6809315RC09500 [REDACTED]
LLA :
AC 9750130 1882 000 68908 0 068688 2D C09500 6809351H6A3Q
Standard Number: N6809315RC09500

9000 N6809315RC09500 10000.00
LLA :
AC 9750130 1882 000 68908 0 068688 2D C09500 6809351H6A3Q
Standard Number: N6809315RC09500

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

8001 N6809316RC09508 [REDACTED]
LLA :
AD 9760130 1882 256 68908 0 068688 2D C09508 6809361H6A3Q
Standard Number: N6809316RC09508

9001 N6809316RC09508 5000.00
LLA :
AD 9760130 1882 256 68908 0 068688 2D C09508 6809361H6A3Q
Standard Number: N6809316RC09508

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative, Ordering Officer or Contracting Officer.

HIPPA - PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

(a) Definitions. As used in this clause:

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501 and 164.103.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501 and 164.304.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(e) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

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(f) The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.

(g) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(h) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(i) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(j) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(k) The Contractor agrees to make any amendment(s) to Protected Health Information in a designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(l) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Governments compliance with the Privacy Rule.

(m) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule, the Security Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [List Purposes].

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

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Obligations of the Government

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions.

- (a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.
- (c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination

- 2) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.
- 3) Effect of Termination.
 - (1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below
 - (2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.
 - 3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

Miscellaneous

- (a) Regulatory References. A reference in this Clause to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.
- (c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule or Security Rule.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.232-18 Availability of Funds APR 1984

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 7 days of contract expiration.

(End of clause)

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 7 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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.

(End of clause)

52.222-17 – Nondisplacement of Qualified Workers (Jan 2013)

(a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

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(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)

(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

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(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov .

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible

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violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

(End of clause)

52.232-18 Availability of Funds

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

(End of Clause)

Pursuant to FAR 52.232-18, funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP FLC Norfolk web page at http://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/con_navsupflcn

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5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)

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. 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 DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. 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 Navy Command’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.

Non-Sensitive Positions

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 US (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 Federal Bureau of Investigation (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
- * Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor’s Security Representative shall be responsible for initiating reinvestigations as required. 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.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check

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with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- * SF-85P Questionnaire for Public Trust Positions
- * Two FD-258 Applicant Fingerprint Cards
- * 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. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

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 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.

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.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. 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 Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). 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.

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 position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor

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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 for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

DD0254

CDR Form

DOL WAGE RATES

Quality Assurance Surveillance Plan (QASP)

QASP Matrix