			1. CONTRACT ID CODE		PAGE	OF PAGES
AMENDMENT OF SOLICITATION/	MODIFICATION OF C	ONTRACT	U		1	2
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3985 Cummings Road		145	01 George Carter Way, 2nd F	loor		
San Diego CA 92136-4200		Cha	ntilly VA 20151			
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Chesapeake VA 23320-0400			9B. DATED (SEE ITEM 11)			
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		[/	N00178-14-D-7543-	NW01		
			10B. DATED (SEE ITEM 13)			
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CODE 11 -	THIS ITEM ONLY APPL	IES TO AMEN	I DMENTS OF SOLICITATIONS			
amendment you desire to change an offer already and this amendment, and is received prior to the 12. ACCOUNTING AND APPROPRIATION DAT/	opening hour and date specific (If required)		in or letter, provided each telegram or	еце паке	s reielelice to t	ie solicitation
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B. THE ABOVE NUMBERED CONTR date, etc)SET FORTH IN ITEM 14, PI			DMINISTRATIVE CHANGES (such as b).	changes in	paying office,	appropriation
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15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST	TATES OF AMERICA		16C. D	ATE SIGNED
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GENERAL INFORMATION

The Line of Accounting information is hereby changed as follows:

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
7000	R799	Military Tactics Training Support IAW the PWS as included under Section C, herein. (Fund Type - TBD)	12.0	MO					
7001	R799	OPTION YEAR ONE: Military Tactics Training Support IAW the PWS as included under Section C, herein. (Fund Type - TBD)	12.0	MO					
		Option							
7002	R799	OPTION YEAR TWO: Military Tactics Training Support IAW the PWS as included under Section C, herein. (Fund Type - TBD)	12.0	MO					
		Option							
7003	R799	OPTION YEAR THREE: Military Tactics Training Support IAW the PWS as included under Section C, herein. (Fund Type - TBD)	12.0	MO					
		Option							
7004	R799	OPTION YEAR FOUR: Military Tactics Training Support IAW the PWS as included herein. (Fund Type - TBD)	12.0	MO					
		Option							

For ODC Items:

9000 R799 TRAVEL IAW PWS DATES. (Fund Type - TBD) 90001 R799 (O&MN,N) 9001 R799 OPTION YEAR ONE: TRAVEL IAW PWS DATES. (Fund Type - TBD) Option 9002 R799 OPTION YEAR TWO: TRAVEL IAW PWS DATES. (Fund Type - TBD) Option 9003 R799 OPTION YEAR THREE: TRAVEL IAW PWS DATES. (Fund Type - TBD) Option 9004 R799 OPTION YEAR FOUR: TRAVEL IAW PWS DATES. (Fund Type - TBD) Option	tem	PSC S	Supplies/Services	Qty	Unit	Est.	Cost
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Military Tactics Instruction Support

Naval Construction Group ONE (NCG ONE),

Port Hueneme, CA

1.0 SCOPE: Contractor will provide instruction in basic military methods, tactics, and heavy weapons employment for Naval Construction Group ONE and its subordinate units. Training is provided for twenty one active and reserve Naval Mobile Construction Battalions (NMCB), seven Naval Construction Regiments (NCRs), two Construction Battalion Maintenance Units (CBMUs), two Underwater Construction Teams (UCTs), and two (2) Naval Construction Group. Students are enrolled in various military courses provided by the NCG ONE located on Naval Base Ventura County, Port Hueneme, California. Field Training and Field Exercises (FTXs) are primarily conducted at Fort Hunter Liggett, CA and Camp Roberts, CA and Point Mugu, CA for NCG ONE.

Military Tactics Courses include: Basic Combat Skills Level 1 & 2, Fire Team Leader Course, Squad Leaders Course, Convoy Security, Urban Skills, IED, Blue Force Tracker, Officer and Chief Course and various Weapons employment courses (Claymore Mine, M67 FRAG Grenade, Shotgun, M-16, M9, M-203, MK-19, M2, .50 Cal, M240B, and AT-4), Counter Improvised Explosive Device Courses, and Combat Operations Center Communications Courses to include: Combat Post of the Future (CPOF), and Command and Control Personal Computer (C2PC). Contractor personnel shall provide classroom and field training instruction lesson plans in accordance with training course control documents. Field training instruction consists of practical application in a field environment to cover course(s) learning objectives, evaluating students, and performing Range Coach functions during Live Fire training evolutions required for weapons employment Courses of Instruction (COI). Contractor shall administer and evaluate all subject tests and quizzes against Government provided standards, ensuring they meet program guidelines and effectively measure the student progress on all mandated objectives. Additionally the contractor shall provide extra instruction daily to any students who may need individualized assistance, maintain and submit accurate reports on attendance, behavior, and academic progress, and work harmoniously with peers and other groups both internal and external to the program, using military knowledge and skills to enhance and accomplish the goals of the program. During FTXs, the contractor shall provide support to units FTXs. Contactor's role will be to provide feedback to military personnel on training unit task accomplishment in a field environment as part of NCG ONE training cadre conducting the exercises. Training scenarios will be provided upon request and after award of contract.

2.0 ACRONYMS.

- AARAfter Action Report
- AOAdministrative Officer
- AQLAcceptable Quality Level
- ACORAlternate Contracting Officer Representative
- BEQBachelor Enlisted Quarters
- BFTBlue Force Tracker
- BLDGBuilding
- BOQBachelor Officer Quarters
- BUPERSBureau of Naval Personnel
- C2PCCommand and Control Personal Computer
- CBMUConstruction Battalion Maintenance Units
- CENSECFORCenter for Security Forces
- C-IEDCounter-Improvised Explosive Device
- CNOChief of Naval Operations
- CONUSContinental United States (excludes Alaska and Hawaii)
- CORContracting Officer Representative
- COTRContracting Officer Technical Representative
- CPOF Command Post of the Future
- CSWICrew Served Weapons Instructor
- DGRDesignated Government Representative

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- DODAACDepartment of Defense Activity Address Code
- DODDepartment of Defense
- DODIDepartment of Defense Instruction
- DD-214Certificate of Release or Discharge from Active Duty
- DD254Department of Defense Contract Security Requirement List
- DFWPDrug Free Work Place
- DONDepartment of the Navy
- DISCODefense Industrial Security Clearance Office
- DONCAFDepartment of Navy, Central Adjudication Facility
- EDAElectronic Document Access Program
- FARFederal Acquisition Regulation
- FD-258Finger Print Cards
- FSOFacility Security Officer
- FADFacility Access Determination
- FOIFiber Optics Installation
- FOIAFreedom Of Information Act
- FOTFiber Optics Technicians
- FRAGFragmentation Grenade
- FTXField Training and Field Exercises
- HFHigh Frequency
- HSPD-12Homeland Security Presidential Directive 12 Policy for a Common Identification

Standard for Federal Employees and Contractors

- IAInformation Assurance
- IAWIn Accordance With
- IEDImprovised Explosive Devices
- IRInspection Report
- ISSOPInter-Service Supply Operations Program
- JTRJoint Travel Regulations
- JFTR-VOL 1Joint Federal Travel Regulations, Volume 1
- JFTR-VOL 2Joint Federal Travel Regulations, Volume 2
- JPASJoint Personnel Adjudication System
- KOContracting Officer
- MCOMarine Corps Order
- MOSMilitary Occupational Specialty
- MSMicrosoft Office Product
- NACINational Agency Check with Inquiries
- NACLCNational Agency Check with Local Agency and Credit Checks
- NAVEDTRANaval Education and Training Command
- NAVOSHNavy Occupational Safety and Health
- NAVSEA OPNaval Sea Systems Command Operational Procedures
- NCBCNaval Construction Battalion Center
- NCFNaval Construction Force
- NECNavy Enlisted Classification
- NMCBNaval Mobile Construction Battalion
- NISPNational Industrial Security Program
- OCONUSOutside Continental United States (includes Alaska and Hawaii)
- OPMOffice of Personnel Management
- ODCOther Direct Cost
- PGIPersonal Gear Issue
- POCPoint Of Contact
- POVPrivately Owned Vehicles
- PWSPerformance Work Statement
- QASPQuality Assurance Surveillance Program
- QCQuality Control
- QCPQuality Control Plan
- SAAR-NSystem Authorization Access Request Navy
- SBUSensitive, but Unclassified
- SCISensitive Compartmented Information
- SF85Questionnaire For Non-SensitivePositions
- SF85PQuestionnaire For Public Trust Positions
- SF86Questionnaire For National Security Positions

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- SIPRSecret Internet Protocol Router
- SOWStatement of Work
- NCG Naval Construction Group
- TATechnical Assistant
- TADTemporary Assigned Duty
- TOATable of Allowance
- TTPTehrik-e Taleban
- UCTUnderwater Construction Team
- USCISUnited States Citizenship and Immigration Services
- USMCUnited States Marine Corps
- VARVisitor Authorization Request
- WAWFWide Area Work Flow

2.0.1 APPLICABLE DIRECTIVES:

- Contractor employees shall abide by NCG ONE, NCBC Port Hueneme safety and health standards consistent with the requirements of OPNAVINST 5100 series, Navy Occupational Safety and Health (NAVOSH) Program.
- OPNAVINST 5100.23, Navy Occupational Safety and Health Program Manual
- SECNAVINST 5100.10J Department of the Navy Policy for Safety, Mishap Prevention, Occupational Health and Fire Protection Programs
- OPNAVINST 3120.32C Standard Operation and Regulations of U.S. Navy
- SECNAVINST M5210.1 Records Management Manual
- SECNAVINST M5210.2 Department of Navy, Navy Records
- OPNAVINST 4650.15 Issuance of the Navy Passenger Transportation Manual
- JFTR VOLUME 2 Joint Federal Travel Regulations, Volume 2
- NAVEDTRA 130A Task Based Curriculum Development Manual
- SECNAV M5510.30 Department of the Navy Personnel Security Program
- OPNAVINST 3591.1E Small Arms Training Qualifications
- OPNAVINST 8020.14 / MCO 8020.11 Department of Navy Explosive Safety Program
- DOD 6055.9 STD Department of Defense Ammunition and Explosives Safety Standards
- DOD 5100.76M Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives
- MCO P8020.10B Marine Corps Ammunition and Explosive Safety Program
- MCO 3570.1B Range Safety
- MCO 3500.27A Operational Risk Management
- DOD 4715.11 Environmental and Explosives Safety Management on Operational Ranges within the United States
- DOD 4160.21M Defense Material Disposition Manual
- DODI 4140.62 Management and Disposition of Material Presenting Explosive Hazards
- MCO 3550.2 Operational Range Clearance Program
- MCO P5090.2A Environmental Compliance and Protection Manual
- DOD 4715.26M Department of Defense Contractor Safety Manual for Ammunition and Explosives
- NAVSEA 5 OP Ammunition and Explosives Safety Ashore, Volume I

3.0 TASKS

3.1 Administrative Tasks:

3.1.1 Lessons Learned Data Base Creation/Maintenance and Related Reports

3.1.1.2 Contractor shall create a lessons learned data base within five (5) days of award. Lesson learned data base will comply with NCG One Training Evaluation Report and are maintained for the life of the contract. Contractor shall make daily entries into the data base based on after-action reports from field training exercises, student feedback from course evaluations, and from comments/questions/concerns forwarded during weekly operational meetings.

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3.1.1.3 Contractor shall provide monthly reports on trends, weaknesses, strengths, changing goals, objectives and recommend course and curriculum changes based on the lessons learned. Alternative solutions will be presented and supported by data collected as "lessons learned". The Lesson Learned report will comply with NCG One Training Evaluation Report.

3.1.2 Reporting Requirements

- **3.1.2.1** Contractor shall develop and administer non-subjective performance evaluation Job Sheet and Problem Sheet IAW the students' assigned tasks. Job Sheets are to be developed for each course and submitted to the COR after the course has been completed. The focus of the Job Sheet is to record that each required course subject matter has been supplied and to state whether or not the student attended. This record is provided to the COR and kept as reference to assist NCG-1 with certification eligibility.
- **3.1.2.2** Contractor shall develop and administer evaluation sheets as "End of Course Critique." From those reports, it will, within five days, develop a comprehensive report, fully tabbed (with enclosures training evaluation(s), original student critique sheets, rosters, comment/response forms). The report will outline strengths, weaknesses, and provide recommendations for course improvement.
- **3.1.2.3** Contractor will create a Course Throughput Data Report for every course of instruction within five days after course completion. This is a data-oriented course that records: Number of students, number of instructors, classroom and field instruction hours.

3.2 Course Development and Delivery:

- **3.2.1** Contractor shall update and modify course material implementing COR approved recommendations and operational-meeting feedback at least one week before class-room/field exercise(s).
- 3.2.1.1 Contractor will prepare lesson plans, update curricula, and shall utilize USMC/US Army doctrine publications in preparing final course(s) for delivery. As part of curriculum changes/modifications, Contractor shall develop practical student exercises that are designed to meet learning objectives.
- 3.2.1.2 For every course, the contractor shall develop standard operating procedures for on-site safety and weapons maintenance during Live Fire training evolutions required for Courses of Instruction (COI); and, contractor will provide one-on-one guidance for safety, handling, maintenance during field exercises. It will provide on-site safety support throughout all field exercises. The goals and objectives are to provide real-time safety for students and instructors during high-risk, live-fire field exercise training.

3.2.3. Specific Course Requirements:

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- **3.2.3.1** Fire Team Leader Course (FTL): The Fire Team Leader Course is a field training evolution designed to train Fire Team Leaders on basic leadership skills, tactical fundamentals, and weapon system employment skills. Classroom and field training is scheduled in accordance with training plan requirements. Historical Class size is (45) personnel. During High Risk evolutions instructor to student ratio is 1:4. High Risk evolution include: employment and live fire of: Claymore mines, fragmentation grenades (practice and HE grenades), M203 (training and HEDP rounds), AT-4 (Tracer Trainers and Live Rockets) , and for advanced combat marksmanship with individual weapons. Contractor will:
- -Deliver field-based classroom instruction on land navigation, individual weapons system employment, and basic defensive and patrolling skills.
- -Provide on-site safety for live fire ranges for Claymore mines employment, fragmentation grenades, M203, AT-4 and individual weapons.
 - -Guide and mentor students during execution of land navigation training and defensive and patrolling training.
 - Historically class instruction historical instructor to student ratio is 1:12.
- -Contractor will attend once-weekly operation meeting with N75 Military Training Division to coordinate future training and course schedules.
- **3.2.3.2** Squad Leaders Course (SLC): The Squad Leaders Course is a classroom based course with an associated field training evolution designed to train Squad Leaders on the fundamentals of squad-sized leadership, patrolling, and defensive skills. Classroom and field training is scheduled in accordance with training plan requirements. Historical field class size is (90) personnel.
 - Required class instruction instructor to student ratio is 1:12.
 - -During High Risk evolutions instructor to student ratio is 1:4.
 - -Provide on-site training safety for all live fire and high risk evolution.
- -Guide and mentor students during patrolling and defensive operations in the context of a simulated company-level training scenario.
- -Contractor will attend once-weekly operation meeting with N75 Military Training Division to coordinate future training and course schedules.
- **3.2.3.3.** Crew Served Weapons Course (CSW): The Crew-Served Weapons Course is a two part classroom and practical application based course with an associated live fire field event designed to train and qualify individuals to operate crew served weapons. Part one is a classroom and practical application base. Classroom and field training is scheduled in accordance with training plan requirements. Contractor will deliver classroom and in the field instruction on associated weapons optics. Part two is a live fire event that takes at Camp Roberts Ca. Historical class size is (60) personnel.
 - -Required class instructor to student ratio is 1:20.
 - -Provide on-site training safety for all live fire and high risk evolution.
 - -Required class instructor to student ration during High Risk evolutions is 1:2.
 - -High Risk evolution: employment and live fire of M240, M2, and Mk 19 machine guns.
- -Contractor will attend once-weekly operation meeting with N75 Military Training Division to coordinate future training and course schedules.

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3.2.3.4. Convoy Security Element/Urban Skills Course (CSE/UST): The Convoy Security Element/Urban Skills Course is a four part training package designed to train Convoy Security Elements to operate as a cohesive unit that is able to conduct combat convoys. —Contractor will deliver classroom-based instruction on convoy fundamentals, communications, weapons employment, counter-IED operations, military operations in urban terrain, and mission planning. Part one consists a live fire range focused on individual weapons employment. Part two occurs in a convoy simulator environment in the Combat Convoy Simulator. Part three consists of urban range-based skills and movement course at the Home Station Training Lanes. The first three Parts take place at Naval Base Ventura County. Part four is a field based weapons and vehicle employment exercise at Fort Hunter Liggett Ca. Classroom and field training is scheduled in accordance with training plan requirements. Historical class size is (60) personnel.

- -Required training instructor to student ratio is 1:20.
- -Provide on-site training safety for all live fire and high risk evolution.
- -During High Risk evolutions instructor to student ratio is 1:2.
- -High Risk evolutions: vehicle mounted operation, convoys, and live fire simulations with small arms UTM air soft type weapons, employment and live fire of M240, M2, and Mk 19 machine guns from vehicles.
- -Contractor will attend once-weekly operation meeting with N75 Military Training Division to coordinate future training and course schedules.
- **3.2.3.5.** Tactical Unit Leadership Course (TULC): The Tactical Unit Leadership Course is a two part course. Part one takes place in a classroom. Part two takes place at Camp Pendleton conducting field training that focus on small unit planning. Field and simulator based training event designed to equip senior enlisted leaders and junior officers on the tactical fundamentals and planning skills necessary to lead Seabee units at the company level and below in a combat environment. Historical Class size is (45) personnel. During class and field training instructor to student ratio is 1:13.
- **3.2.3.6.** Field Training Exercise (FTX): The Field Training Exercise is a full mission profile, scenario-based, real-time field based training evolution designed to prepare NCF units for deployment in support of combat operations. During this evolution, Contractor will be available 24 hours schedule. Contractor will guide and mentor Seabees from the individual through company leadership level on effective defensive operations, patrolling, weapons employment, convoy operations, mission preparation, and combat leadership.

Contractors will assist in role playing enemy and non-combatants' on the battlefield and in non-combat operations. Contractors will employ small arms simulated weapons as well as IED and indirect fire simulated devices Contractors will provide onsite safety for live fire and high risk evolutions.

The following table provides training locations and historical numbers for estimated number of instructors per class/exercise, and total training days for the classroom and field training portion of each class:

	Classroom Training				Field Training	
					Historical	
Course	Location	Historical Instructor Numbers	Training Days	Location	Instructor Numbers	Training Days
Fire Team Leaders Course	N/A	N/A	N/A	Camp Roberts, CA	8	7
Squad Leaders Course	Port Hueneme, CA	8	5	Camp Roberts, CA	8	7
Crew Served Weapons Course	Port Hueneme, CA	6	10	Camp Roberts, CA	8	5
CSE/UST Course	Point Mugu, CA	8	15	Fort Hunter Liggett, CA	8	7
Tactical Unit Leaders Course	Port Hueneme, CA	2	5	Camp Pendleton, CA	2	5

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Field Training Exercise	N/A	N/A	l N	N/A	Fort Hunter Liggett, CA	10	1 21	П

The following courses are planned during the period of performance. The contractor shall support each of these exercises, along with up to three additional unplanned week-long field evolutions associated with the courses above during the period of performance. All dates are approximate.

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Remaining schedule will be provided to the contractor in writing as it becomes known.

Additionally, the contractor shall support emergent tactical training evolutions during normal working days, and at least one additional weekend training event per month aboard Naval Base Ventura County, covering topics similar to those required for formal courses.

3.3. Management Support Services

- 3.3.1 Conduct IED research using tools such as SIPR, periodicals, journals, open source internet, etc., to identify and interpret evolving threats and innovations in techniques, tactics, and procedures within the C-IED and Counter Terrorism communities. Prepare quarterly reports well researched and supported by likely outcomes and effectiveness.
- **3.3.2** Provide recommendations and inputs for development and manufacturing of current theatre exercise props as required for specialized training exercises. Drafts word documents shall be prepared quarterly and reviewed by the Contacting Officer Representation once approved, contractor shall implement changes that may result be implemented in course material, as recommended. Maintain training records contemporaneously with each day of training. Results shall include trend analysis, likely success rates, and document strengths and weaknesses of students anonymously. Records will be submitted to NCG One N71 Admin Division via COR for storage.

3.4 STUDENT COUNSELING AND EXTRA INSTRUCTION: The contractor shall establish regular office hours (between 0800 and 1700) for students seeking academic assistance or counseling outside scheduled classroom hours. Provide personalized instruction, tailored to individuals or small groups, and give students the opportunity to have individual questions answered. Schedule additional conferences during working hours for students who are failing or not progressing, and effectively communicate deficiencies. Contractor shall schedule and provide extra instructions and conferences for counseling of student progress in the curriculum, for an average of not less than five hours per week. These hours are considered part of a regular working day and may not be considered overtime. Contractor shall ensure that all counseling and extra instruction are completed as scheduled.

Performance goals are:

1. Schedule extra instruction and conferences (counseling of student progress) for an average of not less than five hours per

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week.

2. All counseling and extra instruction shall be completed as scheduled.

Performance goals are:

- 1. All current grades of any student are made available on same day of request.
- 2. All student records are maintained accurately and in accordance with applicable standards.
- 3. Attend all staff meetings.

Put overtime somewhere else, not in PWS.

4.0 Quality Assurance Program

Task / Deliverable	Performance Standard / Indicator	Acceptable Quality Level(s)	Surveillance Method
Provide all material and or services outlined in the contract	Timeliness	98% of the time. Time lines specified by local COR.	Government Project Manager performs a review of all submittals
Develop lesson plans	Meet objectives in clarity, completeness, accuracy, and reflect current theories and practices, without error	98% of the time.	COR review of progress, products, and results in terms of Contract requirements
Complete all assignments	Timeliness	Within stated timeframes without exception, unless previously approved by higher authority	COR review of progress, products, and results in terms of Contract requirements
Develop curriculum research, development, and maintenance actions IAW Navy Education and Training Command and NCG ONE standards.	Meet objectives in clarity, completeness, accuracy, and reflect current theories and practices, without error	98% of the time.	COR review of progress, products, and results in terms of Contract requirements
Teach curriculum for each reporting/grading and field training periods	According to specifications outlined in course description	Cover all required course objectives	COR review of progress, products, and results in terms of Contract requirements
Ensure comprehension of skill level, academic, and applied practical success of all students in class	% of students passing each class	90% pass rate	100% inspection
Answer all student questions	Accuracy (Error Rate), completeness, and timeliness (Response Rate) of answers	Answered completely and with total accuracy 90% of the time	Student critiques; periodic inspection
Develop tests and practical assignments based on guidelines as provided in the course curriculum as provided by the Government.	Accuracy (Error Rate), completeness, and timeliness (Response Rate) of evaluation	Tests are based, without exception, upon subject matter which was dealt with by students through assignments done during the period leading up to the particular test	Student critiques; periodic inspection

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Conduct tests and field training practical assignments	Accuracy (Error Rate), completeness, and timeliness (Response Rate) of evaluation	Directly reflect the content and level of difficulty of the problems in the course syllabus without exception	Student critiques; periodic inspection
Submit lists of grades earned by students to	Timeliness	Not later than the end of the same day grades are	Random sampling
designated division personnel		provided to the students	
Scheduled extra instruction and conferences	Average hours per week	As scheduled	Submitted time log
Completion of counseling and extra instruction	Timeliness	As scheduled	Student critiques; periodic inspection
Availability of current grades of any student	Timeliness	Same day as request	Student critiques; periodic inspection
Maintenance of student records	Accuracy (Error Rate), completeness, and timeliness (Response Rate) of records	All student records were maintained without discrepancies	Student critiques; periodic inspection

5.0 SKILLS AND KNOWLEDGE REQUIRED FOR THE POSITION: Contractor must have prior documented Tactical Training experience/expertise with U. S. Armed Forces (Marines, Army, Navy, Air Force, or Coast Guard). Candidates must have all training certificates/certifications available for course(s) of instruction defined within Performance Work Statement. Must have a thorough familiarity of military weapons systems, and or communications systems, and or counter improvised explosive device training used in the Naval Construction Force (NCF) as well as a wide variety of military tactics topics associated with assigned courses in order to conduct training in the fundamentals and skills. Knowledge is also required to properly organize, illustrate, and interpret course material to give expressions to the abstract principle and concepts associated with the subject matter, and to make substantive recommendations for changes to the course.

For Training Instructors: Level of effort has historically been equivalent to a GS-10, STEP 1 pay scale on the Ventura County, California Area General Schedule locality table for FY2016 and subsequent years thereafter.

For Supervisory Training Instructor: Level of effort has historically been equivalent to a GS-11, STEP 1 pay scale on the Ventura County, California Area General Schedule locality table for FY2016 and subsequent years thereafter.

6.0 CONTRACTOR PERSONNEL SHALL MEET THE FOLLOWING REQUIREMENTS:

- (1) Must have High School Diploma
- (2) Must be a U.S. Citizen (proof of citizenship required).
- (3) Must maintain a neat, clean, and professional appearance.
- (4) Must be able to obtain/maintain a SECRET security clearance for the duration of the employees' service under this contract.
- (5) Must have instructor certifications or have the qualifications in either of the following: Navy NEC 9502 Instructor, Marine/Army/Air Force MOS Instructor certified, Coast Guard Instructor, DOD agencies or civilian equivalent.
- (6) Contractor personnel shall have a working knowledge of Windows XP, MS-Word, MS-Outlook, MS-PowerPoint, and MS-Excel.
- (7) Shall have valid Passport
- (8) Contractor personnel shall have basic math skills and be able to use a calculator.
- (9) Ability to manage multiple priorities, meet deadlines, exercise initiative in gathering, assembling, collating and analyzing

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information for completion of projects.

- (10) Contractor shall work independently or as part of a team with strong customer service, telephone skills and ability to communicate effectively both orally and in writing.
- (11) Must be CPR qualified.
- 6.1 ADDITIONAL REQUIREMENTS: Contractor shall have experience in the following:
- (1) Counter-Improvised Explosive Device (CIED) Awareness
- (2) Blue Force Tracker (BFT)
- (3) Combat Operations Center Software
- **7.0 GUIDELINES AND RESPONSIBILITY:** Contractor shall comply with all applicable DOD safety, security regulations, and procedures during the performance of this task order for First Naval Construction Division Pacific and Naval Construction Group ONE (NCG ONE), Naval Construction Regiment, Port Hueneme, California.

Federal, DOD, Navy, and local regulations, policies, standard, and precedents provide general guidance, but do not specify the approach to follow to accomplish the work. When guidelines are lacking, employee shall generate new or improved methods to be tested, which may provide a basis for future guidelines. Contractor personnel will require considerable judgment to evaluate information gathered from, or generated by, observation, experience, reasoning, or communications, and use this information to develop guidelines for solutions to the problems.

Guidelines include both written and oral military instructions, instructor procedures, and various safety and standard operating procedures to include but not limited to:

- a. OPNAVINST 5100.23 Navy Occupational Safety and Health Program Manual
- SECNAVINST 5100.10J Department of the Navy Policy for Safety, Mishap Prevention, Occupational Health and Fire Protection Programs
- c. OPNAVINST 8020.14/MCO 8020.11 Department of the Navy ExplosivesSafety Program
- d. DOD 6055.9 STD Department of Defense Ammunition and Explosives Safety Standards
- e. MCO P8020.10B Marine Corps Ammunition and Explosive Safety Program
- f. MCO 3500.27A Operational Risk Management
- g. DOD 4160.21M Defense Material Disposition Manual
- h. DODI 4140.62 Management and Disposition of Material Presenting Explosives Hazards
- i. MCO P5090.2A Environmental Compliance and Protection Manual
- j. DOD 4715.26M Department of Defense Contractor Safety Manual for Ammunition and Explosives
- k. NAVSEA OP 5 Ammunition and Explosives Safety, Ashore Volume I

Contractor shall also comply with city and state safety regulations, standards and operating practices safeguarding the usage of firearms with "live and blank" ammunition training to include but not limited to:

- a. OPNAVINST 3591.1E Small Arms Training Qualifications
- b. DOD 5100.76M Physical Security of Sensitive Conventional Arms, Ammunition and Explosives
- c. MCO 3570.1B Range Safety
- d. DOD 4715.11 Environmental and Explosives Safety Management on Operational Ranges within the United States
- e. MCO 3550.2 Operational Range Clearance Program
- f. MCO P5090.2A Environmental Compliance and Protection Manual
- g. DOD 4715.26M Department of Defense Contractor Safety Manual for Ammunition and Explosives

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Contractor shall also comply with Small Arms Training Qualification, OPNAVINST 3591.1E, dated 20 FEB 2007. Specifically:

- (1) Range Coach (Line Coaches). Range Coach ensures compliance to all safety procedures, and assists the individual shooters on the firing line. Range Coach are individuals chosen from the command who have demonstrated knowledge and proficiency, completed associated small arms PQS for Range Coach on weapons they instruct, and are currently qualified in the weapons and on the courses of fire they coach. Range Coach's are designated in writing by the Primary RSO of the command. The Contractors role is to train and qualify students to be eligible for the position of Range Coach.
- (2) Small arms instructors are those personnel who are military E-5 or above, federal government civilian employees GS-5/WG-7 or above, or Contract instructors who have completed any one of the courses listed in this paragraph. In addition to completing the courses listed in this paragraph, small arms instructors must have completed the associated small arms PQS for the weapons they instruct and be currently qualified in the weapons and on the courses of fire they instruct.
 - a. Small Arms Instructor Course (A-041-0148) awards NEC 0812. Completion of this course qualifies personnel to instruct pistols, rifles, shotguns, and M203 grenade launchers. This course does not qualify personnel to instruct Light, Medium, and Heavy Machine Guns unless they have completed the Crew Served Weapons Instructor Course (A-0830-2215) or equivalent.
 - b. The Air Force Combat Arms Training and Maintenance Course (3POXIB).
 - c. The Marine Corps Primary Marksmanship Instructor (MOS 8531), Small Arms Weapons Instructor (MOS 8532) Courses.
 - d. The Federal Law Enforcement Training Center Small Arms Instructor Course. e. Any firearms instructor course taught by or used by any other federal or state law enforcement agency.
 - e. National Rifle Association Five Day Law Enforcement Handgun and Shotgun Development School.
 - f. Any other small arms instructor course approved by CNO (N3AT) after CENSECFOR review of the course of instruction.
 - g. Crew Served Weapons Instructor (CSWI) (A-830-2215) course was established in February 2006. SAM1 personnel with CSW experience are authorized to conduct CSW training for up to 2 years from the date of this instruction, 20 FEB 2007. This provides commands a 2 year grace period to establish a CSW training program per this instruction. This course, the USMC CSWI course or other DOD equivalent crew served weapons instructor courses will be required for CSW training beyond the 2 year grace period. CSWI personnel cannot teach pistols, rifles, and shotguns, unless they are a graduate of the Small Arms Instructor Course or equivalent. Crew Served Weapons Instructors assigned to a formal Navy Schoolhouse (e.g., CENSECFOR) shall have attended and successfully completed both crew served weapons instructor and journeyman instructor training courses or equivalent before assuming any crew served weapons instructor duties.
- (3) Instructor Sustainment. Small arms instructors must qualify semi-annually on the courses of fire and with the type of weapons they instruct.

8.0 PERIOD OF PERFORMANCE:

Contract period of performance will be a base year of 8 February 2016 - 7 February 2017. Option Years will be considered and exercised each subsequent year.

9.0 WORK HOURS: The work place will normally be available to the contractor from 0630 to 1600 Monday through Friday (and occasionally on weekends). Contractor personnel's work day may conform to the government's work hours in order to complete the required services. Contractor personnel shall be required to provide up to 24 hours of services per day during field training portions of the curriculum.

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10.0 PLACE OF PERFORMANCE: Naval Construction Group ONE (NCG ONE), R75 Military Tactics Division, Bldg 1436, Port Hueneme, California, 93043-4301.

11.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS: Work is normally performed in a classroom environment or outdoors for field exercise training. While on field exercises, the contractor shall be required to work in inclement weather and must provide outerwear suitable to the work environment.

12.0 OVERTIME: Approximately 8% of the time, the contractor may be required to support an exercise or training event in excess of 8 hours per day or on weekends or holidays. No premium or overtime pay is authorized.

13.0 CONTRACT SECURITY REQUIREMENT

Work under this task order is **classified** and contractor shall have a **SECRET CLEARANCE**. **SF 86** is required.

Work under this task order requires access to personally identifiable information (PII) and information protected by the Privacy Act of 1974. In addition to the security requirements below, contractors performing work under this task order must meet the following criteria: Per SECNAV M-5510.30, all individuals with access to PII or Privacy Act information must be US Citizens; therefore US Citizenship is a requirement. In all cases contract employees must meet eligibility requirements for a position of trust at a minimum. The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, sensitive but unclassified (SBU) information, classified information, and all government personnel work products that are obtained or generated in the performance of this task order. Contractor employees are required to have National Agency Check, Local Agency Check and Local Credit Check (NACLC) investigation at a minimum in accordance with DoD Instruction 8500.2. Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work. A security clearance may also be required to perform work under this contract.

AN "UNFAVORABLE" OR "NO DETERMINATION" ADJUDICATION OF THE CONTRACTOR EMPLOYEES INVESTIGATION WILL RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE WORKSPACE AND RECORDS.

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, SBU information, areas critical to the operations of the command, and/or classified information. Although these contracts may not be classified, contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) determination at a minimum. The Department of the Navy (DoN) has determined that all DoN Information systems are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DoN Computer systems must undergo investigation for a position of trust to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when determinations for facility access only will be required on the contractor employees. The following addresses those requirements for Security.

NO FOREIGN NATIONAL WILL BE EMPLOYED ON THIS GOVERNMENT CONTRACT.

This clause does not apply to employees hired overseas In accordance with Status of Forces Agreements, Diplomatic (memorandums) of understanding or other Host Nation Agreements. Employees hired under these agreements are subject to local

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pre-employment checks.

"Each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54 Employment Eligibility Verification"

All contractors, working within DoN Spaces must be entered into the Joint Personnel Adjudication System (JPAS), and then owned by their contracting company facility security officer (FSO). The receiving command Security Manager will then service those individuals in JPAS for tracking and monitoring of their investigation status.

If no previous investigation exists the contractor personnel shall complete the requirement for a NACLC. NACLC's for positions of trust will be processed through the receiving command Security Manager.

Investigative requirements for DoN Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of contractor personnel for security clearance eligibility are processed by the Office of Personnel Management (OPM) and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the **Department of the Navy Central Adjudication Facility** (DoNCAF) is the adjudicative authority for all DoN Contractor personnel requiring SCI access eligibility.

The Contractor shall ensure that a complete security package, (SF-85, SF-85P, SF-86 and FD258 2 copies) are submitted to the Command Security Officer receiving the contracted services in order for the Security Officer to conduct a suitability review of the submitted investigative forms.

The Contractor FSO or security representative shall ensure that individuals assigned to the command are U.S. citizens and will ensure completion of the SF-85P or SF-86. The SF-85P or SF-86 along with the original signed release statements and two applicant fingerprint cards (FD 258) will be forwarded to the receiving command Security Manager at least one week prior to reporting for duty.

Personnel cannot be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior.

For contracts requiring a position of trust the Command Security Officer will submit the forms for a position of trust. For classified contracts the contractor FSO will submit the SF-86 to OPM for processing and eventual adjudication by DISCO.

The completed SF-85P or SF-86 will be reviewed by the receiving command Security Manager for completeness, accuracy and suitability prior to the submission. If the contractor appears suitable after the questionnaire has been reviewed, the request will be forwarded to OPM.

The completed SF-85P or SF-86 along with attachments will be forwarded to the Office of Personnel Management (OPM) who will conduct the NACI investigation or equivalent. All contract personnel will in-process with the receiving command Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure.

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Please note: When processing a Questionnaire for National Security Positions, the applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official. The e-QIP software can be accessed at the Office of Personnel Management (OPM) website http://www.dss.mil the contractor shall provide the completed Questionnaire for Public Trust Positions, or Questionnaire for National Security Positions with the original signed release statements and two applicant fingerprint cards (FD 258) to the receiving command Security Manager for suitability determination. The receiving command Security Manager will review the form for completeness, accuracy and suitability issues, and forward to OPM as detailed on the OPM website. Applicants can obtain an SF-86 or SF-85P by visiting the Office of Personnel Management (OPM) website located at: http://www.opm.gov/forms/html/sf.asp. The responsibility for providing the fingerprint cards rests with the contractor.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the receiving command Security Manager for the determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information. Determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure. Security clearance requirements are defined in the DD-254 of the basic contract for those contracts that will require employees to handle classified information.

The FSO will ensure that the SAAR-N is forwarded to the receiving command Security Manager for receipt at least one week prior to the start date for the individual.

ALL AUTHORIZED USERS OF Dod INFORMATION SYSTEMS SHALL RECEIVE INITIAL INFORMATION ASSURANCE IA ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT

Pre-employment Clearance Action: Employees requiring access to classified information, upon reporting to their position, will be read into access by the local command security representative. A local classified material handling indoctrination will take place at that time.

The I-9 form lists acceptable forms of identification that can be provided to prove U.S. citizenship. Dual citizens are required to renounce their secondary citizenship in order to work for the U.S. government. Citizenship can be renounced by turning in the foreign national passport to a government security officer for destruction or to the originating embassy of the passport. Individuals should request a signed affidavit from their embassy recognizing the renouncing of their citizenship.

Acceptable Proof of Citizenship

a. For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a state or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if

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it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.

- b. If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.
- c. A Passport, current or expired, is acceptable proof of citizenship.
- d. A Record of Military Processing-Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.
- e. If Citizenship is from the Island of Puerto Rico; see Puerto Rico Birth Certificates Law 191of 2009, at web site http://www.prfaa.com/birthcertificates/.
- f. If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence:
- (1) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.
- (2) A Report of Birth Abroad of a Citizen of the United States of America
- (3) A Certificate of Birth.

14.0 SECURITY CLEARANCE:

Work under this task order is **classified**. The contractor shall comply will all applicable DOD security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer system and data, privacy act data, and government personnel work products that are obtained or generated in the performance of this task order. Contractor will be required to provide clearances for personnel access to government computer and workstation.

15.0 SMOKING/DRUG/ALCOHOL POLICY

- **15.1** Smoking/Alcohol Policy: The contractor shall comply with local command smoking policies and workforce requirements. The contractor shall also comply with all Federal drug-free workplace and work force requirements and local command policies. Copies of both policies will be provided to the contractor by the local command Administrative Officer (AO) at performance start date.
- **15.2** Drug Policy: The contractor shall comply with all applicable Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP).
- **16.0 EMPLOYMENT OF FEDERAL EMPLOYEES**: The contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, Navy and DOD regulations.
- **17.0 LANGUAGE REQUIREMENTS**: All contractor personnel shall be sufficiently competent in reading, writing, speaking, and understanding English to perform the work.

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- **18.0 PERSONNEL CONDUCT**: The selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel employed to perform tasks specified herein shall be the responsibility of the contractor. The contractor shall be responsible for the performance and conduct of contractor and subcontractor employees at all times. Personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.
- 19.0 PERSONNEL COMPLIANCE: The contractor shall ensure that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the contractor shall comply with the more stringent of the directives or instructions.
- 20.0 PERSONNEL REMOVAL: Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the contractor from the responsibility for the work defined in this contract.
- **20.1** Removal by Installation Commander: The Installation Commander may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to good order, discipline, or installation security and safety.
- **20.2** Removal Requested by Designated Government Representative (DGR): The DGR may require the contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the DGR that such action is necessary in the interest of the Government.
- **20.3** Removal by Military Police: Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to good order, discipline, or installation security and safety.
- **21.0 PERSONAL APPEARANCE**: Contractor personnel shall comply with local military commander's published dress codes.

22.0 MEETINGS AND BRIEFINGS

- **22.1** Requested Meetings: Contractors will attend weekly operations meeting to confirm future course support requirements. This meeting historically is on Tuesday, and last approximately 90 min and takes place in the NCG One N75 conference room; meetings may occur on or off-site if needed. Contractor will need to be able to discuss any updates, changes to course schedule.
- 22.2 Monthly Meetings: The contractor shall meet with the designated government representative (DGR), and the Government Quality Assurance Evaluator (QAE) on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the DGR and the contractor will discuss the contractor's performance as viewed by the Government and problems, if any, being experienced. The contractor shall take appropriate action to resolve outstanding issues. A mutual effort shall be made by the

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contractor and DGR/COR to resolve any and all problems identified.

The contractor is required to provide the Government with a corrective action plan no later than 3 business days after the performance discrepancy has been identified. This corrective action plan will describe what efforts will be made to adjust and alleviate the issues identified. The Government must sign off their acceptance of this corrective action prior to the plan being executed. It is expected the contractor maintains a copy of all correction plans for the duration of the contract.

- **22.3** Meeting Attendees: Meeting attendees shall include contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.
- **22.4** Management and Administration: The Contracting Officer (KO) has ultimate authority for administration of this contract. The KO may delegate authority through various appointed representatives, including, but not limited to, the COR, technical assistants, one or more technical monitors, and other Government representatives associated with specific functions. No changes may be made to the contract nor its' responsibilities without a formal modification issued by the KO.

23.0 INTERACTION WITH OTHER ACTIVITIES

- 23.1 Government Personnel: Government and contractor personnel will be working in common office and warehouse areas during working hours. Contractor performance shall not interfere with Government work in the area where any service or maintenance work is being performed. In the event the contractor believes that Government and other contractor personnel are interfering with the performance of the tasks described in this PWS, the contractor shall notify the DGR immediately. The contractor is obligated to continue performance of the effort described in this contract unless there is authorization from the KO or DGR/COR to stop work. Failure by the contractor to notify the DGR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.
- **23.2** Other Contractor Personnel: Other Government contractors may be performing required services in areas that interrelate with the requirements of this contract. The Government will facilitate initial contact between contractor's performing other contracts and this contract. The contractor shall provide all further required coordination between other contractor's for any task specified in this contract that relates to or impacts on any other contracted work.

24.0 VEHICLE AND EQUIPMENT OPERATION

- **24.1** Privately-Owned Vehicle (POV) Permits: Contractor personnel using POVs on DOD installations shall have proper permits for entry onto the installations. All vehicles, private or contractor-owned, shall comply with the vehicle operation regulations that govern installations. All vehicles are subject to search while on DOD installations. Only licensed contractor personnel shall operate vehicles on DOD installations. Vehicles shall be operated IAW local and state laws as well as installation specific traffic regulations.
- **24.2** Privately-Owned Vehicle (POV) Parking: The contractor shall utilize on-station POV parking in authorized areas. The Government reserves the right to change parking arrangements at any time.
- 24.3 Traffic Accident Report Requirements: The contractor shall report to Base Security, within one hour, any traffic accident involving contractor personnel that occurs on base, whether in the performance of this PWS or commuting in their POVs, IAW

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OPNAVINST 5102.1 series, OPNAVINST 5100.23 series, and other applicable local instructions. The contractor shall supply a copy of any on-base traffic accident report to the DGR within five workdays after each occurrence. The contractor shall also provide the DGR a copy of any report of an off-base traffic accident that involves contractor personnel in the performance of this PWS within five workdays after each occurrence.

- **24.4** Fines, Fees, Point Assessment and Other Costs: The contractor shall pay all fines, fees, point assessment, and other costs associated with traffic violations or accidents that occur in the performance of work under this contract.
- **25.0 SAFETY:** The contractor is solely responsible for compliance of all safety regulations of employees while working on government own facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant Contracting Officer Representative (COR) within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract.
- **26.0 CONTRACTOR IDENTIFICATION:** Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official government acts. The Contractor must ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the company's name in his or her email display.
- 27.0 DELIVERABLES: Management/Quality Control Plan (QCP): The contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. Offerors shall therefore prepare and submit a management/quality control plan. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the contractor may conduct internal QC inspections. Results of any contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this SOW. The Government may periodically require the contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

28.0 GOVERNMENT FURNISHED PROPERTY:

The Government will provide adequate working space, all equipment (e.g., desk, chair, computer, drafting equipment, printer, copier, telephone, etc.), utilities, janitorial services, and expendable operating supplies for the duration of this task order. The contractor shall maintain the assigned office space in a neat and orderly manner. Contractor shall only use government-furnished facilities, equipment and supplies to accomplish the tasks required under this order. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. The use of government vehicles incidental to the performance of this task is authorized. The contractor shall not remove any government-furnished equipment or supplies from the worksite without the express written permission of the Contracting Officer's Technical Representative or his/her designated representative. Government will provide range and live fire personnel protective gear from personnel gear issue facility. Members must be issued: helmet, flak jacket with SAPI Plates, hearing and eye protection.

29.0 CONTRACTOR FURNISHED MATERIAL: NONE

30.0 Reimbursable travel expenses: The government anticipates that contractor provided travel expenses will be incurred under this Task Order to travel from NCG ONE Port Hueneme, CA to Point Mugu, CA; Fort Hunter Liggett, CA; and Camp Roberts, CA and return to travel to the field and stay to conduct military tactics field training and exercises. All travel cost incurred for the life of this tasking shall be in accordance with the Joint Federal Travel Regulations (JTR).

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- (a) The estimated number of trips to Fort Hunter Liggett, California is twelve (12); while the duration of each trip is not expected to be more than twenty one (21) days.
- (b) The estimated number of trips to Camp Roberts, California is eleven (11); while the duration of the each trip is not expected to be more than seven (7) days.
- (c) The estimated number of trips to Point Mugu, California is eleven (11); while the duration of the each trip is not expected to be more than five (5) days.
- (d) Lodging will not be provided by the government. Commercial lodging must be within 25 miles of field training site.
- (e) Transportation will not be provided by the government. Rental vehicles will be used for group transportation to and from field location. Rental vehicles must be 4 wheel drive SUV or Truck due to terrain in training areas.

No travel shall be conducted without prior approval/authorization from NCG-1 COR. If travel is conducted without NCG-1 COR Approval on file, Instructor's Travel Claim will be rejected and not paid.

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

- 31.0 NON-PERSONAL SERVICE statement: Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.
- **32.0 GOVERNMENT MANAGEMENT OVERSITE:** Government management will provide general instructions on limitations, deadlines, how the work is to be completed. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy, and completeness.
- **33.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE:** The Contracting Officer's Technical Assistants under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination) are the:

Technical Assistant: N/A

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4.0 APPOINTMENT (OF CONTRACTING OFFICE	R'S REPRESENTATIVE:		
\				
		ies and functions assigned to the COR s ing Officer hereby appoints the followin		
OR:	denan of the COK. The Contract	ing Officer hereby appoints the following	g marviduar	as the alterna
Jame: N/A				
c) The COR will act as the	Contracting Officer's representati	ive for technical matters, providing techn	ical direction	n and
		erformance based statement of work, and		
		Iministrative Contracting Officer and do	es not have a	uthority to
irect the accomplishment of	of effort outside the existing scope	of the contract (or delivery order).		
		effort outside the existing scope of the c ordering officer) in writing. No action sha		
		a modification to the delivery order; or u		•
therwise resolved.	Č	•		
e) In the event that the CO	R named above is absent due to le	eave, illness or official business, all resp	onsibilities a	and functions
ssigned to the COR will be	e the responsibility of the alternat	te COR.		
5.0 ORDERING OFF	ICE POINT OF CONTACT			

FREEDOM OF INFORMATION ACT (FOIA)

UNIT PRICES

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Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as public record under the Freedom of Information Act.

Enterprise-wide Contractor Manpower Reporting Application:

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NCG-1 via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

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

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

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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

Inspection and Acceptance shall be in accordance with Section E of the Seaport-e Multiple Award IDIQ Contract.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	2/8/2016 - 2/7/2017
9000	2/8/2016 - 2/7/2017

CLIN - DELIVERIES OR PERFORMANCE

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

7000	2/8/2016 - 2/7/2017
9000	2/8/2016 - 2/7/2017

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

7001	2/8/2017 - 2/7/2018
7002	2/8/2018 - 2/7/2019
7003	2/8/2019 - 2/7/2020
7004	2/8/2020 - 2/7/2021
9001	2/8/2017 - 2/7/2018
9002	2/8/2018 - 2/7/2019
9003	2/8/2019 - 2/7/2020
9004	2/8/2020 - 2/7/2021

Services to be performed hereunder will be provided in accordance with the PWS included under section C.

52.242-15 - STOP WORK ORDER (AUG 1989) - ALT 1 52.247-34 - F.O.B. DESTINATION

SECTION G CONTRACT ADMINISTRATION DATA							
252.204-0001 Line Item Specthe ACRN funding of the line		2009) - The payment office shall n	nake payme	nt using			

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 SETATED RECEIVED TO TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETATED TO TOTAL SERVICE-DISABLED SERVICE-DISABLE

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.

PASS AND BADGES

All contractor employees shall obtain the required employee passes. The Government will issue badges without charge. When an employee leaves the contractor's service, the employee's Government pass and badge shall be returned within 10 days. The contractor personnel shall carry company employment identification with them at all times. Subcontractor employees must register with Security. They will be issued a temporary Government badge and must be escorted by a contactor employee with a permanent badge at all times.

SUBCONTRACT WORK:

The contractor is authorized to subcontract as required to accomplish the requirements specified in this Performance Work Statement. The use of subcontractor services shall be limited to support requirements beyond the capability of both government and contractor resources. Use of subcontract resources is subject to government approval prior to implementation.

TRAVEL COSTS AND RESPONSIBILITIES (MAY 2006)

- (a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding. The number of contractor personnel required will be determined at the discretion of the TOM or designee. All trips will require approval by TOM or designee in writing via either memorandum or e-mail prior to the commencement of the travel.
- (b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

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SECTION I CONTRACT CLAUSES

52.204-7	System for Award Management	JUL 2013
52.222-27	Affirmative Action Compliance Requirements for	APR 2015
	Construction	
52.222-54	Employment Eligibility Verification	OCT 2015
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008 DEV	Compliance With Safeguarding Covered Defense Information	OCT 2015
	Controls (Deviation 2016-O0001)	
252.204-7009	Limitations on the Use or Disclosure of Third-Party	AUG 2015
	Contractor Reported Cyber Incident Information	
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	
		MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	AUG 2015
252.209-7999 Repre	esentation by Corporations Regarding an Unpaid Delinqu	ent Tax Liability or a Felony
O 1 /1 T	T 1 1	

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Revised May 2014)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEC 2015) 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports June 2012

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/far/

DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(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 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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- (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)

52.232-19 -- Availability of Funds for the Next Fiscal Year.

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 30 September 2016. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond 30 September 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.232-22 -- Limitation of Funds.

Limitation of Funds (Apr 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than
- (1) the estimated cost specified in the Schedule or,
- (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of
- (1) the total amount so far allotted to the contract by the Government or,
- (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that

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date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --
- (i) The amount then allotted to the contract by the Government or;
- (ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (g) The estimated cost shall be increased to the extent that
- (1) the amount allotted by the Government or,
- (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --
- (1) The amount previously allotted by the Government or;
- (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract

(End of Clause)

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Inspection of Services -- Cost-Reimbursement (Apr 1984)

- (a) *Definition*. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --
- (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
- (2) Terminate the contract for default.

252.203-7000 Requirements Relating to Compensation of Former DoD Officials.

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

- (a) Definition. "Covered DoD official," as used in this clause, means an individual that—
- (1) Leaves or left DoD service on or after January 28, 2008; and
- (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—
- (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
- (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
- (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
- (ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.
- (b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.
- (c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of

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this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (DEVIATION 2016-00003) (OCT 2015)

- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-00003) (OCT 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause. (End of clause)

252.232-7006 Wide Area WorkFlow Payment Instructions.

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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"Document type" means the WorkFlow (WAWF).	type of payment request or r	eceiving report available f	or creation in Wide Area
, ,	, <u> </u>	for payment certification w	hen payment certification is don
(b) <i>Electronic invoicing</i> . The receiving reports, as authoriz	•	• •	ss vendor payment requests and

- Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

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.

N/A

(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	
Issue By DoDAAC	
Admin DoDAAC	

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Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	

(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.

ACCEPTOR:

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.

N/A

- (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.

N/A

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

(End of clause)

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252.232-7007 Limitation of Government's Obligation.

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line item(s) 7000 and 9000 are incrementally funded. For this/these item(s), the sum of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise

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prohibited under 31 U.S.C. 1342.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

QASP

CDRL 001

CDRL 002

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