

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
01

3. EFFECTIVE DATE
01-Oct-2017

4. REQUISITION/PURCHASE REQ. NO.
N6809318RC09520

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

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S5111A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392

DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

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

Choisys Technology Inc
20130 Lakeview Ctr Plz, Ste 400
Ashburn VA 20147-5905

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-16-D-8640-FK01

10B. DATED (SEE ITEM 13)

25-Aug-2016

CAGE CODE 75VJ0

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- [X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), FAR 3.909-3(b)(2), 52.217-9, and 52.232-18.
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

12-Sep-2017

BY (Signature of Contracting Officer)

12-Sep-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to:

- a) to exercise Lot II, Option I, for the period of 01 October 2017 through 30 September 2018 (FAR 52.217-9, Option to extend the Terms of the Contract).
- b) the total cost of the contract was increased by [REDACTED] from [REDACTED] to [REDACTED]. The option is being exercised unilaterally.
- c) to incorporate FAR Clause 52.203-19, Prohibiting of Requiring Certain Internal Confidential Agreements or Statements in accordance with FAR 3.909-3(b)(2).
- d) revised Department of Labor (DoL) Wage Determination No. 15-4389, Revision 5, Date 7/25/2017 is hereby incorporated.

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

The Navy's Automation procurement system does not allow the contractor's signature to appear on this modification; however, a bilaterally signed document is retained in the file. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

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

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001	[REDACTED]	[REDACTED]	[REDACTED]
9001	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 1 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	D322	Web Designer Support Services for Naval Hospital Camp Lejeune (NHCL) in accordance with the Performance Work Statement (PWS) for the Base Year, Lot I. (O&MN,N)	█	█	█	█
8001	D322	Web Designer Support Services for Naval Hospital Camp Lejeune (NHCL) in accordance with the Performance Work Statement (PWS) for the Option Year I, Lot II. (O&MN,N)	█	█	█	█
8002	D322	Web Designer Support Services for Naval Hospital Camp Lejeune (NHCL) in accordance with the Performance Work Statement (PWS) for the Option Year II, Lot III. (O&MN,N) Option	█	█	█	█
8003	D322	Web Designer Support Services for Naval Hospital Camp Lejeune (NHCL) in accordance with the Performance Work Statement (PWS) for the Option Year III, Lot IV. (O&MN,N) Option	█	█	█	█
8004	D322	Web Designer Support Services for Naval Hospital Camp Lejeune (NHCL) in accordance with the Performance Work Statement (PWS) for the Option Year IV, Lot V. (O&MN,N) Option	█	█	█	█

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	D322	Training and Travel in accordance with the Performance Work Statement (PWS). Base Year, Lot I. (O&MN,N)	█	█	█
9001	D322	Training and Travel in accordance with the Performance Work Statement (PWS). Option Year I, Lot II. (O&MN,N)	█	█	█
9002	D322	Training and Travel in accordance with the Performance Work Statement (PWS). Option Year II, Lot III. (O&MN,N) Option	█	█	█
9003	D322	Training and Travel in accordance with the Performance Work Statement (PWS). Option Year III, Lot IV. (O&MN,N) Option	█	█	█
9004	D322	Training and Travel in accordance with the Performance Work Statement (PWS). Option Year IV, Lot V. (O&MN,N) Option	█	█	█

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

WEB DESIGN

FOR NAVAL HOSPITAL CAMP LEJEUNE (NHCL)

This requirement will be processed under the procedures of FAR 16.505.

1. Background Information

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

2. Scope of Work to be Performed

2.1 Web, App, and SharePoint Support

Naval Hospital Camp Lejeune (NHCL) requires web designer services to support and maintain its public site design, internal SharePoint and various web sites. The web designer shall meet with health care staff and administrative personnel in order to gather the raw data needed to (1) create web pages, (2) create SharePoint work flow process, and (3) create data flow design. Also, the web designer shall provide support and access of other web-based systems. The web designer shall assist NHCL data personnel with the availability of data using web based technology, which includes ASP.net and other format to display data queries online. Additionally, the Web Designer shall support user requests for online transactional web, SharePoint or data systems that are in compliance with Navy Medicine policy for governance and standardization and follow the rules of a System of Record DOD Policy.

The web designer shall design, develop, test, and maintain cutting edge mobile applications to support a comprehensive healthcare facility. Publish mobile applications across various platforms such as iOS, Android, and Windows. Build both front and back-end functionality to support client-server interaction. Responsible for working with various groups such as Security,

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 3 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Architecture, IT Operations, and QA to ensure quality design, delivery, and adherence to Navy Medicine and DOD standards

Make recommendation and execute online social media marketing. This will include the use of various online websites such as Facebook, YouTube, Twitter, and Instagram. Design digital images to promote a broad range of command initiatives. The Web Designer shall provide any and all written design documentation at the completion of development to the COR.

The web designer shall be available to meet and communicate effectively with clinical personnel to guide them in work flow construct and have knowledge of medical terminology and ability to provide guidance's and recommendations.

The contractor shall ensure all routine and non-critical help desk tickets will be closed within 48 hours of receipt, any outliers will be determined by COR.

2.2 Current Applications

NHCL currently has three (3) separate SharePoint web applications one (1) public, 1 internal, and 1 test with CorasWorks widget in heavy use throughout six (6) different mobile applications (3 Apple and 3 Android), seven (7) vendor provided web sites and twelve (12) internally developed .NET web applications in development. NHCL also has 14 CorasWorks sites.

2.3 Historical Work Load Information

In a calendar year 2015, MID documented approximately 2,100 trouble tickets comprising of web and database development and maintenance.

3. Operational Schedule

Services to be performed Monday through Friday 0730-1630, unless directed as essential personnel and/or recalled in case of emergencies on which additional hours may be required.

New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 4 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Thanksgiving

Fourth Thursday in November

Christmas Day

25 December

The government will make available SOP manuals on the business processes, guidance's, and instructions. Any SOPs included as part of this PWS are subject to change. New SOPs may be added as necessary in accordance with legislative or regulatory changes and new initiatives. SOPs identify contractor responsibilities, business processes, and time frames for completing various benefit processes.

3.1 Personnel Requirements

All employees of the contractor employed in the performance of work under this contract shall be employees of the contractor at all times and not employees of the government. All employees shall be a U.S. citizen.

- Provide personal recall information to COR, as well as the governments recall systems, to include home phone, and/or cell phone contact information.
- Position will accept assignment as essential personnel to NHCL and be prepared to be recalled in case of emergencies. Pending the emergency various skill levels will be recalled during critical situations. Personnel completing tasks determined essential may be required to work at home or at an offsite location pending the emergency situation happening on base at the time. (i.e. significant weather event, epidemic outbreak, Mass Casualty).
- Position will enter clinic and patient areas and be required to receive any command required vaccinations, such as the annual flu shot, and will be provided by the command. This is to protect our patient's and health care staff from cross contamination as well as the contract employee. Only where it is medically contra-indicated for the employee will exemption be granted.
- Contract personnel must maintain a driver license.
- Individual experienced personnel are essential for successful contractor accomplishment of the work to be performed under this contract.

3.2 Minimum Personnel Skills Requirement for Web and SharePoint Support

- 2 years' experience with WEB development in SharePoint environment.
- 2 years' experience with IIS 6/7.
- 2 years' experience with Microsoft Server 2003/2008.
- 2 years' experience with Microsoft XP/ WIN7
- 2 years' experience with Microsoft Visual Studio 2008/2010.
- 2 years' experience with SharePoint 2007/2010
- 2 years' implementation and design of high quality, scalable and extendable SharePoint solutions, managing of user SharePoint and data access.
- 1 year experience with Microsoft Office InfoPath.
- 1 year experience with .NET 3.X
- 1 year experience with VB, C#, Java Script, HTML5, XML, TSQL, Objective-C, Swift,

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 5 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

JQuery, CSS3, and JSON

- 2 years' experience with design and implementation development of workflow.
- 2 years' experience working with SQL Server 2005/2008
- 2 years' with CorasWorks Software
- 2 years' experience with the implementation of required Security strategies (AV, HIPS).
- Security + Certification and maintaining required as in compliance with the DOD 8570.01-M.
- Microsoft Operating System Windows 7 required as in compliance with the DOD 8570.01-M.

3.3 Training Requirements

Information Assurance Contractor Training and Certification in accordance with DFARS clause 252.239-7001.

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

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

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

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

Task level IA training and certification requirement for this position is IAT Level 2. Web, App &SharePoint Support.

3.3.4 The contractor shall complete and maintain ALL NHCL required training and attend Command Indoc at the start of employment. The required training is listed below:

Department: Management Information

Training Name	Online Training	Frequency
Training and Readiness - The Active Shooter	All Hands	October (Annual)

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 6 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Environment of Care: Employee Safety and Hazard Recognition	All Hands	October (Annual)
Environment of Care: Medical Equipment Management	All Hands	October (Annual)
Environment of Care: Fire and Life Safety Management	All Hands	October (Annual)
Environment of Care: Hazardous Material and Waste Management	All Hands	October (Annual)
Environment of Care: Emergency Management	All Hands	October (Annual)
NHCL-SWANK Certificate Upload instructions	All Hands	November (Annual)
Constitution and Citizenship Day	All Hands	November (Annual)
No Fear Act	All Hands	December (Annual)
Communicating across differences	All Hands	December (Annual)
MRI Safety	All Hands	December (Annual)
Radiation Safety: The Basics	All Hands	December (Annual)
Prevention of Unauthorized Commitments	All Hands	January (Annual)
HIPAA and Privacy Act Training	All Hands	February (Annual)
Privacy and Personally Identifiable Information (PII)	All Hands	February (Annual)
Back Injury Avoidance	All Hands	February (Annual)
Body Mechanics: Ergonomics	All Hands	February (Annual)
Customer Service Training	All Hands	February (Annual)
Combating Trafficking in Persons General Awareness	All Hands	March (Annual)
Antiterrorism Level 1 Awareness	All Hands	April (Annual)
Tobacco/Nicotine Cessation	All Hands	April (Annual)
Anti-Fraud Training-FY 2016	All Hands	May (Annual)
Individual - Managing Your Risk	All Hands	May (Annual)
Records Management In the DON: Everyone's Responsibility	All Hands	May (Annual)
DOD Cyber Awareness Challenge V3	All Hands	January (Annual)

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 7 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Training Name	Online Training	Frequency
Counter-Intelligence Awareness and Reporting	All Hands	June (Annual)
Run, Hide, Fight Surviving an Active Shooter	All Hands	June (Annual)
Insider Threat Awareness	All Hands	June (Annual)
Workplace Violence Prevention and Management	All Hands	June (Annual)
Latex Protein Allergy: Prevention and Exposure Control	All Hands	June (Annual)
Uncle Sam's OPSEC	All Hands	July (Annual)
HIV/AIDS General Information	All Hands	August (Annual)
HIV/AIDS Avoiding Infection	All Hands	August (Annual)
Staff Wellness	All Hands	April (Annual)
Lean Six Sigma White Belt	All Hands	One Time
Supervisor: Managing Your Team's Risks	Supervisor	Increased Responsibility (Annual)
Emergency Preparedness Response Course - Basic Awareness	All Administrative Staff	Every 3 years
FEMA-IS-100.HCB	All Hands	One Time
FEMA IS-200.B	All Hands	One Time
NCHL Command Indoctrination	All Hands	One Time
Navy Pride and Professionalism	All Hands	One Time
Electronic Training Record Upload: Position Description	All Hands	One Time
Electronic Training Record Upload: Privacy Act Statement	All Hands	One Time
Electronic Training Record Upload: Mission & Vision Statement	All Hands	One Time
Electronic Training Record Upload: Department Orientation	All Hands	One Time
Electronic Training Record Upload: Unit Safety Orientation	All Hands	One Time

3.4 Security Clearance

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 8 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

3.5 Equipment Requirements

3.5.1 Government Furnished Equipment (GFE) for use under this contract is provided in accordance with FAR clause 52.245-2 Government Property (Fixed Price Contracts) (DEC 1989). The government shall provide DON approved equipment and personnel must adhere to the current NHCL Instruction 5230.1B Acceptable Use Policy for Issued Computers.

3.5.2 The government will possess and maintain licenses for each of the Government Furnished Software Applications (GFSA).

3.5.3 Given the current industry environment with changing software technology and software development, the government will refresh its software applications and hardware periodically. The government will coordinate with the contractor as necessary to effect pertinent GFSA and hardware changes.

3.5.4 Each contractor employee shall require a Government CAC to work under this contract. employee shall acquire a government CAC prior to the commencement of the contract. The contractor shall provide documentation to the government sponsor in regards to CACs and security clearances. Costs to acquire the CACs shall be the responsibility of the contractor. The contractor shall use the CAC card to access GFE/GFSA which requires DOD digital certificates. All CACs and all other provided access items shall be returned to the government upon the end of an employee's employment, or upon the end of the contract period of performance.

4. TTY/TDD Capabilities

In accordance with the American Disabilities Act requirements, the contractor shall provide TTY/TDD capability in order to service the deaf/hard of hearing customers. This service shall be toll free.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 9 of 49	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

5. Health Insurance Portability and Accountability Act (HIPAA).

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

6. Personnel Security Requirements

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

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

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

- Initiate, maintain, and document minimum personnel security investigations appropriate to the individual's responsibilities and access to Defense Health Agency (DHA) Sensitive Information (SI).
- Immediately report to the appropriate government representative if any Contractor employee filling a sensitive position receives an unfavorable National Agency Check (NAC) adjudication, or if information that would result in an unfavorable NAC becomes available. Notify the TMA Privacy Office within five working days if at any time a Contractor employee has privileges revoked to a DoD data or system data because of security concerns.
- Immediately deny access to any automated information system (AIS), network, or MHS SI-information to the Contractor employee if, at any time, the individual receives an unfavorable NAC adjudication, or if directed to do so by the appropriate government representative for security reasons.
- Ensure that all Contractor personnel receive information assurance (IA) training before being granted access to DoD AISs/networks.
- Ensure all Contractor personnel undergo the appropriate level of investigation where their duties meet the criteria of the position sensitivity designations. The employee will be required to complete and submit the appropriate form, finger print forms and other such

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 10 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

forms as may be required by the Office of Personnel Management (OPM) to open and complete the investigation.

- The Contractor shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who (1) Require logical access to Department of Defense computer networks and systems in either: (i) the unclassified environment; or (ii) the classified environment where authorized by governing security directives; and (2) A criminal background investigation is required prior to obtaining a CAC card according to the IT-Level that the Contractor personnel are requesting in accordance with DoD 5200.2-R DoD Personnel Security Program.

7. Privacy Act

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

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

8. Travel

Travel may be required to attend training courses at the Government's discretion. Local travel is not authorized for reimbursement.

9. Place of Performance

Naval Hospital Camp Lejeune, North Carolina and/or office at NH200 Camp Lejeune, North Carolina.

10. Quality Assurance

In the event a new contract is awarded to another vendor subsequent to this contract, the current contractor shall transition work-in-progress to the new vendor. The transition plan will be a coordinated effort between the government, the current contractor and the new contractor. A specific plan addressing transition of work must be provided to the COR no later than 90 days prior to contract expiration.

11. Enterprise Contractor Manpower Reporting Application (ECMRA)

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 11 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

“The contractor shall report contractor hours (including subcontractor labor hours) required for performance of services provided under this contract 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, Automation Data Processing and Telecommunications, IT, 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>.

12. Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network /system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 12 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N)

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 13 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR’S SECURITY REPRESENTATIVE

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

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 14 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 15 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded

to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. The contractor shall take JPAS "Owning" role over the contractor employee; the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 16 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

08-006 or its subsequent DoD instruction) and

- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

13. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

1. Introduction

In accordance with DoD 6025.18-R "Department of Defense Health Information Privacy Regulation," January 24, 2003, the Business Associate meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Business Associate agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 17 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

a. Definitions. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.

(1) *HITECH Act* shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009.

(2) *Individual* has the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

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

(4) Protected Health Information has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by the Business Associate from or on behalf of the Government pursuant to the Contract.

(5) Electronic Protected Health Information has the same meaning as the term “electronic protected health information” in 45 CFR 160.103.

(6) Required by Law has the same meaning as the term “required by law” in 45 CFR 164.103.

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

(8) Security Incident will have the same meaning as the term “security incident” in 45 CFR 164.304, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 18 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(10) Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

b. The Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

c. The Business Associate shall use appropriate safeguards to maintain the privacy of the Protected Health Information and to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

d. The HIPAA Security administrative, physical, and technical safeguards in 45 CFR 164.308, 164.310, and 164.312, and the requirements for policies and procedures and documentation in 45 CFR 164.316 shall apply to Business Associate. The additional requirements of Title XIII of the HITECH Act that relate to the security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

e. The Business Associate shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: <http://www.tricare.mil/tmaprivacy/breach.cfm>

f. The Business Associate shall report to the Government any security incident involving protected health information of which it becomes aware.

g. The Business Associate shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Business Associate becomes aware.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 19 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

i. The Business Associate shall ensure that any agent, including a subBusiness Associate, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

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

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

l. The Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate, on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

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

n. The Business Associate shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 20 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2. General Use and Disclosure Provisions

Except as otherwise limited in this Clause, the Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government. The additional requirements of Title XIII of the HITECH Act that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate.

3. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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

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

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

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 21 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

4. Obligations of the Government

Provisions for the Government to Inform the Business Associate of Privacy Practices and Restrictions

a. The Government shall provide the Business Associate with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520.

b. The Government shall provide the Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health

Information, if such changes affect the Business Associate's permitted or required uses and disclosures.

c. The Government shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

5. Permissible Requests by the Government

The Government shall not request the Business Associate to use or disclose

Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Business Associate as otherwise permitted by this clause.

6. Termination

a. Termination. A breach by the Business Associate of this clause, may subject the Business Associate to termination under any applicable default or termination provision of this Contract.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 22 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

b. Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Government, or created or received by the Business Associate on behalf of the Government. This provision shall apply to Protected Health Information that agents of the Business Associate may come in contact. The Business Associate shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Business Associate that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

7. Miscellaneous

a. Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.

b. Survival. The respective rights and obligations of Business Associate under the “Effect of Termination” provision of this Clause shall survive the termination of this Contract.

c. Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 23 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 24 of 49	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

NAVAL HOSPITAL CAMP LEJEUNE WEB DESIGNER

1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52.212-4(a), Inspection/Acceptance; which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or his duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The Quality Assurance Surveillance Plan (QASP) is put in place to provide Government oversight of the Contractor's quality control efforts to *assure* that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4.0 GOVERNMENT RESOURCES

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Representative (COR) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer. COR limitations are contained in the written letter of appointment.

5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

Random/Schedule Checks – Random and Schedule checks will be conducted if and when deemed necessary to ensure compliance with terms of the contract. The COR will conduct random/schedule checks.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 25 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Inspections – Inspection checks will be conducted to ensure compliance with the QASP Matrix. The COR will conduct the random monitoring.

Audit – Audit will be conducted to ensure compliance with the QASP Matrix. The COR will conduct the auditing.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the QASP Matrix.

7.0 DOCUMENTATION

The COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor. Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 26 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

QASP MATRIX

Deliverable of Service Requirement	Performance Requirement	Surveillance Method	Acceptable Quality Level	Procedures to be taken when performance standards are not met
PWS Paragraph 2.1	The contractor shall ensure all routine and non-critical help desk tickets are closed within 48 hours of receipt. In accordance with PWS.	Random/ Scheduled Checks and/or Inspection/Audit	98%	<p>Positive Incentive:</p> <p>The contractor shall receive a favorable past performance review if the contractor meets or exceeds the performance standards.</p> <p>Decrements:</p> <p>The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards.</p> <p>The option may not be exercised if the contractor doesn't meet or exceed the performance standards.</p>
PWS Paragraph 3.4.2	The contractor shall meet and maintain Information Assurance Certification requirements. In accordance with the PWS,	Random/ Scheduled Checks	100%	<p>Positive Incentive:</p> <p>The contractor shall receive a favorable past performance review if the contractor meets or exceeds the performance standards.</p> <p>Decrements:</p> <p>The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards.</p> <p>The option may not be exercised if the contractor doesn't meet or exceed the performance standards.</p>

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 27 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

8000	10/1/2016 - 9/30/2017
8001	10/1/2017 - 9/30/2018
9000	10/1/2016 - 9/30/2017
9001	10/1/2017 - 9/30/2018

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the base year items are as follows:

8000	10/1/2016 - 9/30/17
9000	10/1/2016 - 9/30/17

The periods of performance for the following option items are as follow:

8001	10/1/2017 - 9/30/2018
9001	10/1/2017 - 9/30/2018
8002	10/1/2018 - 9/30/2019
9002	10/1/2018 - 9/30/2019
8003	10/1/2019 - 9/30/2020
9003	10/1/2019 - 9/30/2020
8004	10/1/2020 - 9/30/2021
9004	10/1/2020 - 9/30/2021

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 28 of 49	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

[REDACTED]

Building NH200

Camp Lejeune, NC 28547

[REDACTED]

[REDACTED]

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

(a) Definitions. As used in this clause—

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

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS

[252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the System for Award Management at

<https://www.acquisition.gov>; and

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 29 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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-N-1

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

N68093

(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.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 30 of 49	FINAL
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Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S5111A
Inspect By DoDAAC	
Ship To Code	N68093
Ship From Code	75VJ0
Mark For Code	
Service Approver (DoDAAC)	N68093
Service Acceptor (DoDAAC)	N68093
Accept at Other DoDAAC	

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 31 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

LPO DoDAAC	N68093
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

████████████████████

██

(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

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 32 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

[REDACTED]

ADDRESS: NAVSUP Fleet Logistic Center Norfolk

[REDACTED]

1968 Gilbert Street, Suite 600

Norfolk, VA 23522-3392

[REDACTED]

(End of Clause)

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 33 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

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

[REDACTED]

Address:

NAVSUP Fleet Logistics Center Norfolk, Code 240.2

1968 Gilbert Street

Norfolk, VA 23511

[REDACTED]

[REDACTED]

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

[REDACTED]

Address:

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 34 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

NAVSUP Fleet Logistics Center Norfolk, Code 240.2

1968 Gilbert Street

Norfolk, VA 23511



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

N/A

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

HQ0338

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

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

b. Technical advice/recommendations/clarification on the statement of work;

c. The statement of work for delivery/task orders placed under this contract.

d. An independent government estimate of the effort described in the definitized statement of work;

e. Quality assurance of services performed and acceptance of the services or deliverables;

f. Government furnished property;

g. Security requirements on Government installation;

h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 35 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

i. Certification of invoice for payment.

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

[REDACTED]

Address: Naval Hospital Camp Lejeune (NHCL)

100 Brewster Blvd.

Camp Lejeune, NC 28547

[REDACTED]

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

N/A

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 36 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

N/A

7. ORDERING OFFICER is responsible for:

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

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

- a. Type of order issued is limited by this contract to FIRM FIXED pricing arrangements;
- b. No order shall be placed in excess of \$5,000.00 without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

N/A

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP)
FOR FIXED PRICE CONTRACTS

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 37 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 38 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical

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

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

b. Contract Surveillance

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

(2) The COR shall monitor contractor performance to see that inefficient or

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 39 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 40 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

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

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 41 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 42 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
██████████	████████████████████	██████████
LLA :		
AA 9770130 1882 257 68908 0 068688 2D C09515 6809371H303P		
Standard Number: N6809317RC09515		
██████████	████████████████████	██████████
LLA :		
AA 9770130 1882 257 68908 0 068688 2D C09515 6809371H303P		
Standard Number: N6809317RC09515		
████████████████████		
████████████████████		
MOD 01		
██████████	████████████████████	██████████
LLA :		
AB 9780130 1882 257 68908 0 068688 2D C09520 6809381H303P		
Standard Number: N6809318RC09520		
██████████	████████████████████	██████████
LLA :		
AB 9780130 1882 257 68908 0 068688 2D C09520 6809381H303P		
Standard Number: N6809318RC09520		

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 44 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 45 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.217-5	Evaluation Of Options	JUL 1990
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.239-7010	Cloud Computing Services	AUG 2015
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	OCT 2015
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order contract resulting from this solicitation.

(End of provision)

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 46 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 10 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 47 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

[REDACTED]

[REDACTED]

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

252.239-7009 Representation of Use of Cloud Computing (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or

service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 48 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

___ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

508 RULE

Section 508

This procurement is for Electronic and Information Technology (EIT). Therefore, to the extent supplies and services are available in the commercial marketplace, the contractor is required to meet the relevant accessibility standards contained in 36 C.F.R. Part 1194 (Subpart B). For further information see <http://www.section508.gov>.”

CONTRACT NO. N00178-16-D-8640	DELIVERY ORDER NO. N00178-16-D-8640-FK01	AMENDMENT/MODIFICATION NO. 01	PAGE 49 of 49	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Wage Determination (No. 15-4389, Revision 5, Date 7/25/2015) Option I, 01 October 2017 through 30 September 2018.

Government Furnished Property Listing

DD Form 254