

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-14-D-7679		2. DELIVERY ORDER NO. FK01		3. EFFECTIVE DATE 2015 Aug 24		4. PURCH REQUEST NO. N3761A15RCCM042		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Thomas S Armstrong/240.1 757-443-3115		CODE N00189		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151		CODE S2404A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)			
9. CONTRACTOR Cydecor, Inc. 2450 Crystal Drive, Suite 500 Arlington VA 22202-3892		CODE 3HBG4		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL X SMALL DISADVANTAGED WOMEN-OWNED			
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		CODE HQ0338		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. PURCHASE Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.		17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule		Sarah Strock Contracts Manager		25. TOTAL		26. DIFFERENCES			
NAME OF CONTRACTOR Cydecor, Inc.		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)		If this box is marked, supplier must sign Acceptance and return the following number of copies:			
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY ORDERED/ACCEPTED *		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		See Schedule									
24. UNITED STATES OF AMERICA		BY: /s/Carissa G Butler		08/13/2015		CONTRACTING/ORDERING OFFICER					
27a. QUANTITY IN COLUMN 20 HAS BEEN		INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.		29. D O. VOUCHER NO.		30. INITIALS					
f. TELEPHONE		g. E-MAIL ADDRESS		31. PAYMENT COMPLETE		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
				PARTIAL				34. CHECK NUMBER			
				FINAL				35. BILL OF LADING NO.			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	U014	Mobilization: Activities in support of preparing for full performance of the Commanding Officer's Antiterrorism (COAT) course instructor and program management support services in accordance with (IAW) the attached performance work statement (PWS) (O&MN,N)	1.0	MO	██████████	██████████
8001	U014	Base Period: COAT course instructor and program management support services IAW the attached PWS (O&MN,N)	11.0	MO	██████████	██████████
8100	U014	Option I: COAT course instructor and program management support services IAW the attached PWS (O&MN,N) Option	12.0	MO	██████████	██████████
8200	U014	Option II: COAT course instructor and program management support services IAW the attached PWS (O&MN,N) Option	12.0	MO	██████████	██████████
8300	U014	Option III: COAT course instructor and program management support services IAW the attached PWS (O&MN,N) Option	12.0	MO	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	U014	Base Period: Travel (includes mobilization period) (O&MN,N)	1.0	LO	██████████
9100	U014	Option I: Travel (O&MN,N) Option	1.0	LO	██████████
9200	U014	Option II: Travel (O&MN,N) Option	1.0	LO	██████████
9300	U014	Option III: Travel (O&MN,N) Option	1.0	LO	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attachment I - Performance Work Statement for Commanding Officer's Antiterrorism Training Instructional Support dated 05 August 2015.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Quality Assurance Surveillance Plan (QASP) for Instructional Support for Commanding Officer's Antiterrorism Training (COAT) Center for Security Forces

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 52.246-4, 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 their duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance 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 or Quality Assurance 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 RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

- **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.
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- **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 the COR is the Contracting Officer. COR

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limitations are contained in the written letter of appointment.

- **Technical Assistant (TA)** – If appointed, is an individual designated in writing by the COR to act as their authorized representative to assist in administering a contract. TA limitations are contained in the written letter of appointment. The TA provides detailed oversight of the Contractors’ performance and reports monthly his or her findings to the COR in a timely, complete and impartial fashion. While the TA may serve as a direct conduit between the Contractor and the COR, he or she is not empowered to provide technical direction or clarification to the Contractor.

5.0 METHODS OF QA SURVEILLANCE

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

- **Customer Feedback** – Customer feedback may be obtained from a variety of sources including, but not limited to, student course critiques, complaints lodged against contract instructors by students or staff, and the comments and opinions of Training Site representatives.
- **Instructor Audits** – The Government, through the COR and TA, will conduct periodic audits on an unscheduled and random basis to ensure that the contractor complies with the Training Course Control Documents (TCCDs) and demonstrates technical and instructional proficiency per the PWS. These audits may take place in the classroom or at any training facility where the contractor’s instruction is taking place.
- **Instructor Training Jackets (ITJ)** - The Government, through the COR and TA, shall conduct unscheduled, random audits of ITJs. These audits will focus on the proper documentation of instructor prerequisites and certifications, and ensure that all certifications are maintained in a current status.
- **Random Checks/Inspections on Completion of Workload Taskings** – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The COR and TA will conduct the random monitoring.
- **COR Assessment** – The Contracting Officer’s Representative will evaluate the timeliness, quality and accuracy of monthly reports and invoices. The COR will also assess success or failure related to the replacement of an instructor within the allotted timeframe.
- **Safety** – The Government, through the COR and TA, will track the number of safety mishaps utilizing the contractor monthly reports and official site Training Safety Officer documentation.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance Work Statement (PWS).

7.0 DOCUMENTATION

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The Government will utilize annual contractor performance review/assessment reports to document the Quality of Service, Schedule, Business Relations, Management of Personnel, and other important areas. As this information may affect future source selection decisions throughout DoD, the annual Government assessment will be used as a complementary performance oversight and communication tool with the QASP.

The COR will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other 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 this contract. At a minimum, the Quality Assurance Surveillance file shall contain:

- Copies of letters of appointment for the COR
- A copy of the contract and all modifications
- A copy of the QASP and all subsequent revisions
- The names and titles of individuals on the contract administration team
- A record of all accepted receiving reports, required documentation with the submission of each receiving report, and reviews and verifications of ITJs.
- Memoranda for the record or minutes of any pre-performance meetings or conferences.
- Memoranda for the record or minutes of any meetings or discussions with the contractor, or others, pertaining to the contract or contract performance or changes to the PWS.

If assigned, the TA will, in addition to providing documentation to the COR, maintain a complete Quality Assurance file.

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.

9.0 PERFORMANCE EVALUATION MEETINGS

Performance Evaluation Meetings will be held after the first two (2) months of the contract award and thereafter will be scheduled as often as necessary, at the discretion of the Contracting Officer. These meetings are to be used to resolve minor problems and areas of concern in an effort to avoid disputes and claims. The minutes of these meetings will be recorded by the COR and signed by both the Contractor and Government representatives. The COR will provide a copy of the minutes to the Contractor.

Deliverable or Service Requirement	Measurement/Metric	Method of Surveillance	Frequency	Acceptable Quality Level (AQL)	Procedures to be taken when performance standards are not met
Quality Instruction – effective delivery of course curriculum	Number of complaints by students or staff against contract instructors; submittal of positive or negative comments specific to contract instructors on student critiques; evaluation by Course Supervisor	Course Supervisor Evaluation, Complaints, Student Course Critiques, Assessment by the COR	Quarterly	< 1 Valid Complaints < 3 Negative comments from student critiques < 1 Negative evaluation from Course Supv.	COR will document contractor performance in annual review; COR will provide honest and accurate comments on requests for Past Performance information.
Instructor Replacement (within 72 hours)	Binary – either the requirements were met or not	COR Assessment	As needed	100% accomplishment	Contractor will conduct a “Lessons Learned” review and take actions to be successful in the future. COR will document contractor performance in annual review; COR will provide honest and accurate comments on requests for Past Performance information.
Monthly Reports	Monthly report submitted on time; information contained accurate; little or rework required	COR Assessment	Monthly	> 95% Accuracy < 2 Days Overdue	COR will document contractor performance in annual review; COR will provide honest and accurate

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					comments on requests for Past Performance information.
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review and acceptance of the invoice	Monthly	100% Accuracy	COR will document contractor performance in annual review; COR will provide honest and accurate comments on requests for Past Performance information

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INCENTIVES/DISINCENTIVES:

The COR makes an annual report on Contractor Performance. The contractor's failure to achieve satisfactory performance under the contract, reflected in the COR's annual report, may result in termination of the contract and may also result in the loss of future Government contracts as a result of adverse past performance information. Additionally, the contractor's failure to achieve satisfactory performance under the contract may also result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR) (Attachment IV). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	8/24/2015 - 9/23/2015
8001	9/24/2015 - 8/23/2016
9000	8/24/2015 - 8/23/2016

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

8000	8/24/2015 - 9/23/2015
8001	9/24/2015 - 8/23/2016
9000	8/24/2015 - 8/23/2016

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

8100	8/24/2016 - 8/23/2017
8200	8/24/2017 - 8/23/2018
8300	8/24/2018 - 8/23/2019
9100	8/24/2016 - 8/23/2017
9200	8/24/2017 - 8/23/2018
9300	8/24/2018 - 8/23/2019

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

Center for Security Forces (CENSECFOR)
1575 Gator Blvd, Suite 338
Joint Expeditionary Base Little Creek-Fort Story
Virginia Beach, VA 23459-2751

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

2-IN-1

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

Government/Government

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Service Acceptor (DoDAAC)	N3761A
LPO DoDAAC	N3761A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and sub-line item descriptions of the work performed or supplies delivered, unit

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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.

Jerome.bowen@navy.mil; Kristina.pasquarello@navy.mil; laurance.williams@navy.mil
(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

Jerome.bowen@navy.mil; Kristina.pasquarello@navy.mil
(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

CONTRACT ADMINISTRATION DUTIES AND RESPONSIBILITIES

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

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

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

Name: Carissa Butler
Address: NAVSUP Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: 757-443-1338

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

Name: Thomas Armstrong
Address: NAVSUP Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: 757-443-3115

3. DEFENSE CONTRACT MANAGEMENT AGENCY (DCAA) is responsible administrative functions delegated by the PCO.

Name: DCMA Manassas
Address: 1501 George Carter Way
Chantilly, VA

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20151
Phone: (703) 530-3100

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

Name: DFAS Columbus Center, South Entitlement Operations
Address: P.O. Box 182264
Columbus, OH
43218-2264
Phone: 800-756-4571

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/order; and/or
- i. Certification of invoice for payment.

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

COR Name: Laurance 'Willy' Williams
Address: CENSECFOR
1575 Gator Blvd, Ste 250
Virginia Beach, VA 23459-2751
Phone: (757) 462-5222
Email: laurance.williams@navy.mil

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:

ACOR Name: N/A
Address: _____

Phone: _____

6. TECHNICAL ASSISTANT (TA), if assigned by the requiring activity, is responsible for providing technical

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assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of 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.

TA Name: N/A

Address: _____

Phone: _____

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

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

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a. Technical Interface

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

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

b. Contract Surveillance

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

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

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

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

c. Invoice Review and Approval/Inspection and Acceptance

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

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

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

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

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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.

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

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

i. **Written Report/Contract Completion Statement.**

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

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

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

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

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

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

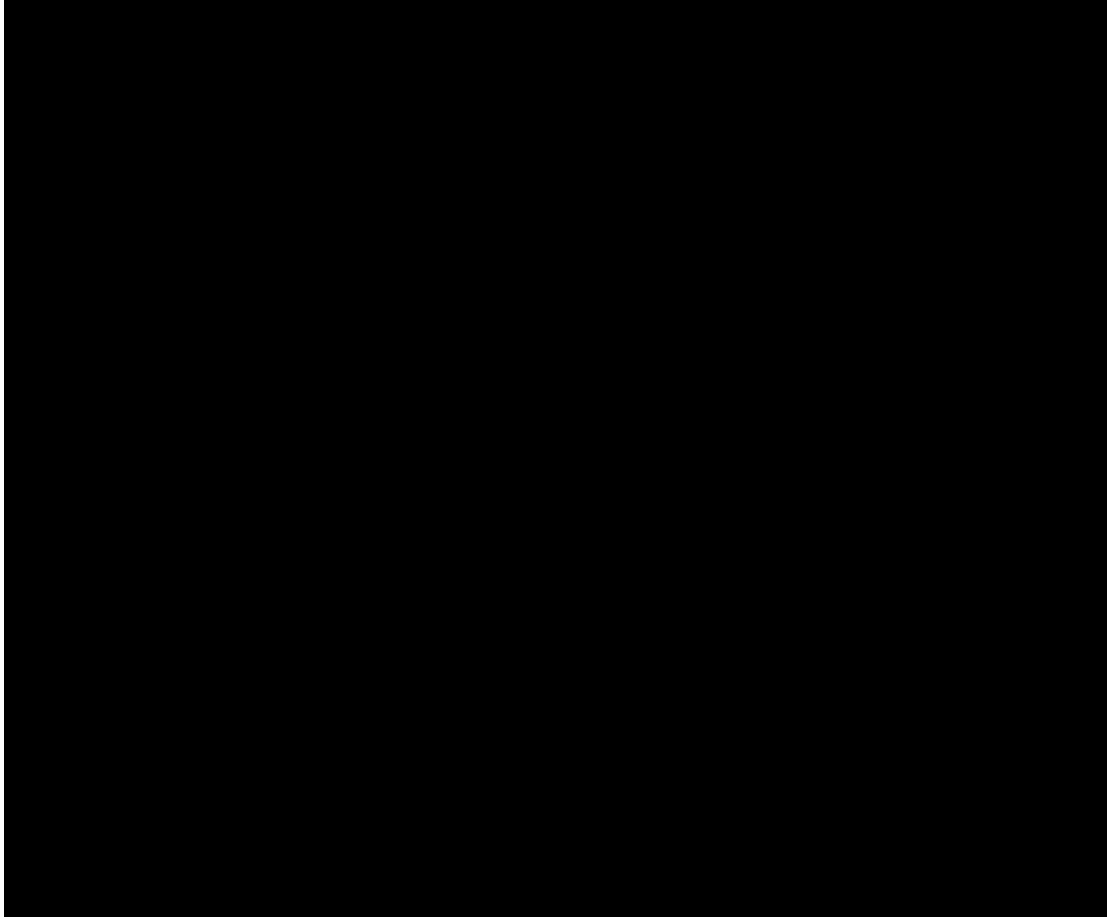
e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

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- 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.

(End of text)

Accounting Data



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SECTION H SPECIAL CONTRACT REQUIREMENTS

PERSONNEL QUALIFICATIONS

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the areas of expertise, education, experience and security clearance requirements set forth in Sections 2-2 through 2-4 and 7-5 of the Performance Work Statement (PWS) and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- (b) The Government will review the resume of Contractor personnel proposed to be assigned as the Instructor/Manager. If personnel are not currently in the employ of Contractor, a written agreement or affirmation of a written agreement from the potential employee to work will be part of the Factor I, Personnel Resources submittal.
- (c) If the Contracting Officer questions the qualifications or competence of any person performing under the contract the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.
- (d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the PWS. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

(end text)

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SECTION I CONTRACT CLAUSES

- 52.222-17 Nondisplacement of Qualified Workers
- 52.222-41 Service Contract Act of 1965
- 52.222-43 Fair Labor Standards Act-Price Adjustment
- 52.222-55 Minimum Wages Under Executive Order 13658
- 52.222-99 Establishing a Minimum Wage for Contractors (Dev.)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information
- 252.204-7015 Disclosure of Information to Litigation Support Contractors

FULL TEXT

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 7 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

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.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Instructor/Manager	GS 13/14

(End of Clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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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)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

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:

NAME: CARISSA BUTLER

ADDRESS: NAVSUP FLEET LOGISTICS CENTER NORFOLK

1968 GILBERT ST, STE 600

NORFOLK, VA 23511-3392

TELEPHONE: (757) 443-1338

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

ATTACHMENT I - COAT PERFORMANCE WORK STATEMENT DATED 05 AUGUST 2015

ATTACHMENT II - DD 254

ATTACHMENT III - DOL WAGE DETERMINATION

ATTACHMENT IV - CONTRACTOR DISCREPANCY REPORT