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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | Supplies/Services | Qty Unit | Unit Price | Total Price |
|------|--|----------|-------------|--------------|
| 5000 | Driver Courier for one (1) position for administrative support services IAW the Performance Work Statement(PWS) (O&MN,N) | 12.0 LM | \$4,230.40 | \$50,764.80 |
| 5001 | Personnel Assistant I for fourteen (14) positions IAW the Performance Work Statement (PWS) (O&MN,N) | 12.0 LM | \$53,334.40 | \$640,012.80 |
| 5002 | Personnel Assistant III for two (2) positions IAW the Performance Work Statement (PWS) (O&MN,N) | 12.0 LM | \$9,219.20 | \$110,630.40 |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

1.0 BACKGROUND

- 1.1 The purpose of this order is to acquire the necessary level of administrative support services required for the maintenance of approximately 37,000 Official Personnel Folders (OPFs) for Human Resources Service Center (HRSC) East serviced employees.
- 1.2. The Contractor shall adhere to Office of Personnel Management (OPM) Guide to Personnel Recordkeeping in the maintenance, control, protection and disposal of Official Personnel Folders (OPFs). The Contractor shall be required to use government owned systems in the accomplishment of this work, such as the automated record tracking system (ACCUTRAX), Defense Civilian Personnel Data System (DCPDS), automated Civilian Servicing Unit (CSU) and other introduced applications.

2.0 SCOPE/OBJECTIVE

2.1. The purpose of this order is to provide the necessary level of administrative, professional, and technical support required to facilitate the overall objectives of the Human Resources Service Center East and its members/detachments/units. The objective of this task is to provide the necessary level of professional support required, satisfying the overall operational objectives of the Human Resources Service Center East. The contractor shall provide those services, personnel, materials, and related equipment to perform the work delineated herein.

3.0 BASIC TASKS

3.1 The Contractor shall provide professional, administrative, or technical services in support of each member's initiatives and assigned missions. The work effort is to provide the support required to achieve the desired degree of responsiveness essential to accommodate workload demands. Specific work shall include, but not be limited to the following:

3.1.1 Driver Courier

To provide personnel for one (1) position to support workload demands in the Official Personnel Folder (OPF) File Room. Specific work shall include, but not be limited to the following:

- · Serves as Admin Clerk and Internal Mail Carrier for Human Resources Service Center East.
- · Physical Demands: Work requires long periods of standing, walking, bending, climbing stairs, etc.
- Must be able to lift up to 50 pounds on a daily basis. Occasionally, must lift over 50 pounds, however, there is a handcart available for use.
- · Picks up, sorts and delivers incoming and outgoing mail, guard mail, parcels, etc.
- Performs various clerical/administrative tasks, such as:

Researches supply requests.

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Makes supply deliveries.

Picks up and delivers print jobs.

Delivers travel orders.

Picks up and delivers settlement/liquidation claims.

Type various routine correspondence, badge letters, visit requests, etc.

Log action correspondence.

Makes file copies of correspondence and sends routine faxes.

File routine correspondence.

Ensures Government vehicles are kept cleaned and washed. Ensures vehicles are delivered for scheduled/non-scheduled maintenance and safety inspections. Ensures vehicles are filled with gas prior to travel.

Performs other related duties as assigned.

Must possess a valid driver's license and must be able to drive on a Government installation. The Driver Courier will drive in a Government furnished vehicle for and will be requied to travel around the local commuting area. The local commuting area is defined as a 20 mile radius of the following address: Human Resources Service Center East, Norfolk Naval Shipyard (NNSY) Building 491, Portsmouth, VA 23708-5000. A fuel card will be provided for gas fueling of vehicles, and the Driver Courier shall provide all daily receipts to the Government upon request.

The Driver Courier will pick up and drop off the Government vehicle as required at Building 491 in accordance with the scheduled business day.

3.1.2 Personnel Assistant I

To provide personnel for fourteen (14) positions to support workload demands in the Official Personnel Folder (OPF) File Room. Specific work shall include, but not be limited to the following:

- Keeping the filing up to date in the active OPF records.
- · Shipping out inactive records.
- Receiving active records.
- Controlling movement of OPFs.
- · Maintaining automated record of OPF movement.
- Establishing OPFs.
- Mailing of documents.
- · Answer telephone, FAX, and e-mail inquiries concerning OPFs.
- Providing HRSC EAST POC matrix on workload accomplished and backlog.
- Tracking OPFs.

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· Performs other duties as assigned.

SPECIFICS:

In accordance with the regulations as stated in the Guide to Personnel Recordkeeping, perform clerical and filing work requiring establishment, maintenance, control, protection, and disposition of OPFs. This work will be accomplished with the use of ACCUTRAX, Defense Civilian Personnel Data System (DCPDS), automated Civilian Servicing Unit (CSU) and other introduced applications. **On-the-job training concerning the aforementioned systems will be provided to the contractor personnel as needed.**

Establishment of OPFs

- Produce and adhere labels to OPFs
- Log OPF information into Accutrax

Maintenance of OPFs-Adhering to following prescribed regulations

- File documents into OPFs Chronologically (date order)
- Periodically review OPFs for proper content and filing
- Purge OPFs prior to shipment to National Personnel Record Center (NPRC)
- Prepare OPFs for shipment to new command or NPRC
- Alphabetize paperwork

Control and Protection of OPFs

- Receive request for OPFs from customers via email, FAX and hardcopy
- Check OPFs in and out to requestors (request must be done within same day as request)
- Perform limited typing for the purpose of looking up record locations and updating information in ACCUTRAX
- Obtain original OPFs from NPRC or other command
- Retrieve and re-file OPFs previously checked out
- Schedule and assist customers with OPF review, (investigators)
- Be prepared for situations that require large pulls, (retrieving OPF from rotomat, update filing in OPF, tagging out OPF, forwarding to specific POC, tagging in when completed, return OPF to rotomat)
- Track incoming OPF on employees with prior service with current temporary OPF, tag record out to team and forward to team lead.

Disposition of OPFs to another command

- · Request performance files from HRO on separated employees
- · Request Medical files from local clinic on separated employees
- Forward OPFs to new command

Disposition of OPFs to NPRC

- · Weekly purge and mail records to NPRC
- Request performance files from HRO on separated employees
- · Request Medical files from local clinic on separated employees
- Forward OPFs to NPRC

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Other miscellaneous duties

- · In accordance with US Postal Service and Navy mailing procedures distribute documents to serviced command POCs, HROs, Medical and Payroll Offices points of contact.
- Perform clerical duties requiring basic computer skills, typing, filing, printing, copying, faxing and mailing personnel records and documents.

Important Note (Lead Personnel Assistant I): It may be necessary during the course of the period of performance for one Personnel Assistant I to serve and satisfy the requirements of a "Lead Personnel Assistant" in order to ensure the delivery of efficient and cost effective administrative support services by the contractor. Responsibilities would include:

- Serve as Lead Personnel Assistant to maintain the Official Personnel Folder (OPF) File Room at the Human Resource Service Center-EAST.
- · Perform all of the above duties as required to supplement the subordinate positions.
- · As the Lead Personnel Assistant, provide training and guidance to new and existing employees.

3.1.3 Personnel Assistant III

- · Perform recruitment and placement duties, including developing and publishing vacancy announcements and other materials using the latest technology.
- Prepare job analysis and develop criteria to identify, evaluate, analyze and assess the extent to which applicants possess job related knowledge, skills and abilities needed to perform a variety of work.
- · Rate and examine applications against minimum qualification standards, including selective placement factors and quality ranking factors.
- · Review selection results for compliance with regulatory selection rules, laws, and regulations.
- Provide leadership and special expertise to a variety of projects such as purging personnel type folders and files, scanning files in preparation for digitalization, ensuring records meet regulatory requirements.

4.0 DELIVERABLES AND SCHEDULE

- 4.1. Deliverables. Any deliverable defined in this PWS shall be submitted in Microsoft Excel spreadsheet or Microsoft Word format.
- 4.2. The Contractor employees turn in a weekly report of the number of inches of files worked that week.

The Government will coordinate further reporting procedures with the contractor following award.

5.0 PERIOD OF PERFORMANCE

5.1 The period of performance shall be from 30 September 2011 through 29 September 2012.

6.0 PLACE OF PERFORMANCE/LOCATION OF WORK

6.1 The place of performance is among different departments comprising Human Resources Service Center East, as listed below:

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Norfolk Naval Shipyard (NNSY) Building 17 23709-5000

(On the intersection of Effingham and Portsmouth Blvd) Effingham Street, Building 491 23709-5000

5301 Robin Hood Rd. Norfolk, VA Suite 130 23513-2429

7.0 CONFIDENTIALITY

7.1 This project and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion assigned duties) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's express consent.

8.0 SECURITY/SECURITY CLEARANCES

8.1 This position does not require a security clearance. However, to gain access to the computers, employees must be able to pass a background security investigation (NACI), at vendor expense.

9.0 SPECIAL REQUIREMENTS/INSTRUCTIONS/CONSIDERATIONS

- 9.1 No data provided to, or developed by, the contractor shall be used for any purpose other than this delivery order. All information (data files and hard copy) become the property of the government and the contractor shall return them to the Human Resources Service Center East at the completion of the task.
- 9.2. Equipment (i.e., computers, furniture, etc.) purchased as "other direct costs" under this contract are the property of the Government and shall be transferred to the Human Resources Service Center East at the completion of the task.
- 9.3. Personnel folders are maintained in a large filing cabinet with rotating shelves (ROTOMAT). Position requires lifting, pushing, stooping, bending and pulling in order to perform the essential function of filing. Must have ability to lift up to 50 pounds in excess of 100 times per day to access file bins and archive OPFs. Position requires prolonged sitting and standing during an 8-hour day.
- 9.4. Employees CANNOT eat or drink near the ROTOMATS or computers.
- 9.5. The contractor employees shall provide services between the hours of 0700-1700 Monday through Friday. Services will not be required during the evenings, weekends or holidays. Contractor shall provide the Government a work schedule for Contractor employees prior to period of performance start date. Any changes in the schedule shall be provided to the Government a minimum of one week in advance. The contractor shall generally perform 40 hours per week for each position. Contractor will provide coverage during duty hours and have replacement coverage available. Government will allow a 2-hour window for replacement coverage to be provided by contractor.
- 9.6 Expected workload requirements and past effort are listed below:

Peak Periods of filing:

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| | | | |
| January | General Schedule Pay | 25,000 | |
| | Benefits Changes | 8,000 | |
| March | North Carolina Wage Grade Pay Ad | j 3,500 | |
| July | Virginia Wage Grade Pay Adjustme | ent 5,000 | |
| August | Benefits Changes | 8,000 | |
| January | Benefits Changes | 8,000 | |

• In the past year the workload has been:

| OPFs outgoing | 55,383 |
|-------------------|--------|
| OPFs incoming | 43,706 |
| Labels Made | 4,439 |
| Mail Distribution | 10,661 |
| SF-1150s | 2,681 |
| PARS | 1,952 |

Note: PARS stands for Performance Assessment Reporting System

All contractor positions will request Common Access Cards (CAC) for use of Government systems upon award of the task order. CAC are obtainable at military security offices in the Tidewater area, to include Navy and Coast Guard security offices. A CAC card is required to perform day-to-day duties and responsibilities.

10.0 NON-PERSONAL SERVICE STATEMENT

10.1 Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

11.0 PERSONNEL QUALIFICATIONS

- 11.1 The contractor shall be responsible for employing technically qualified personnel to perform the work specified in this statement of work. The contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. The work history of each contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract. Personnel assigned to, or utilized by, the contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.
- 11.2. <u>Specific Personnel Qualifications Requirements</u> Personnel required to perform the services set forth within this Statement of Work shall meet the minimum qualifications for the respective labor categories identified

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herein. Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, be a United States Citizen, meet the experience, educational, or other background requirements set forth in the job description below and shall be fully capable of performing in an efficient, reliable, and professional manner.

Position Requirements:

• General Experience: Type, file, answer phone, Microsoft Office applications, simple math computations, operate standard office equipment.

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SECTION D PACKAGING AND MARKING

NOT APPLICABLE

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 Administrative Support

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 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. 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.

Task Order Manager (TOM) – 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 TOM is the Contracting Officer. TOM 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.

Contractor Performance Assessment Reporting System (CPARS) – The Government, for this procurement, will utilize CPARS to address the Quality of Service, Schedule, Business Relations, Management of Personnel, and other important areas. As this information may affect future solicitations throughout DoD, the annual Government assessment will be used as a complementary performance oversight and communication tool with the OASP

Customer Feedback – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.

Random Checks/Inspections on Completion of Workload Taskings - Random checks will be conducted to ensure compliance with the requirements. These checks may consist of telephone calls to personnel working for the Contractor, Federal Sales Representative, Director for Administration, Human Resource Office, and Manpower Department. TOM will conduct the random monitoring.

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

The TOM 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 TOM 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 TOM
- 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.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). 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. The TOM shall maintain a complete Quality Assurance file as it applies to their learning site(s).

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 TOM and signed by both the Contractor and Government representatives. The TOM will provide a copy of the minutes to the Contractor.

| Deliverable or Service | | Performance | Acceptable Ouality Level | Method of | Procedures to be taken when |
|---------------------------|------------------------|-------------|-----------------------------|--------------|-----------------------------------|
| Requirement | Measurement/Me tric | Standard | (AQL) | Surveillance | performance standards are not met |

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| Performance Work Statement (PWS) | Services to be provided | Contractor must provide administrative support services in accordance with the contract. | 100% | Government representative to monitor | FAR Clause 52.212-4(a) – Inspection/Acceptance |
|---------------------------------------|----------------------------|--|------|--------------------------------------|---|
| | | Failure in more than three metrics below or continued failure in any or all of the below performance work metrics may cause the contractor to be penalized. | | | |
| PWS Paragraphs | Services to be provided | Basic Tasks: | 98% | Government representative to monitor | FAR Clause 52.212-4(a) Inspection/Acceptance |
| 3.0 through 3.1.3 | | The contractor shall perform and have the knowledge to handle all tasks and duties as identified in the PWS. | | | Positive Incentive: The Positive Incentive: The contractor shall receive a favorable |
| | Timeliness & Accuracy | | | | past performance review if the contractor meets or exceeds the performance standards. |
| | | | | | Decrements: The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards. |
| PWS Paragraphs | Timeliness & Accuracy | Confidentiality/Security/Special requirements: | 100% | Government representative to monitor | FAR Clause 52.212-4(a) Inspection/Acceptance |
| 7.0 through 9.4 | | | | | Positive Incentive: The Positive Incentive: |
| | | Contractor shall perform in accordance with confidentiality terms, security requirements, and special considerations of the Human Resources Service Center East. | | | The contractor shall receive a favorable past performance review if the contractor meets or exceeds the performance standards. |
| | | | | | Decrements: The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards. |
| PWS Paragraph | Services to be provided. | Duty Hours: | 98% | Government representative to monitor | FAR Clause 52.212-4(a) Inspection/Acceptance |
| 9.5 | provided. | The contractor shall provide coverage for all shifts required. Backfill personnel should be available. Contractor shall provide backfill personnel from their | | representative to monitor | Positive Incentive: The Positive Incentive: |
| | | float pool within two hours notice of an employee call-out. | | | The contractor shall receive a favorable past performance review if the contractor meets or exceeds the performance standards. |
| | Timeliness & Accuracy | | | | Decrements: The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards. |
| PBSOW Paragraphs 11.1 through 11.2 | Services to be provided. | | 100% | Government representative to monitor | FAR Clause 52.212-4(a) Inspection/Acceptance |
| 11.1 unougn 11.2 | Pro . radu. | Personnel Qualifications: | | - Spreading to monitor | |

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| | Timeliness & Accuracy | ctor must meet personnel ments required. | | Incentive: The contracto past performs meets or excestandards. | r shall receive a favo ince review if the coreds the performance | ntra |
| | | | | receive a negareview if the | The contractor shall ative past performance contractor doesn't m rformance standards. | ce ieet o |

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

| 5000 | 9/30/2011 - 9/29/2012 |
|------|-----------------------|
| 5001 | 9/30/2011 - 9/29/2012 |
| 5002 | 9/30/2011 - 9/29/2012 |

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

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

Barbara Townes Human Resources Service Center East Norfolk Naval Shipyard, BLDG 17 Portsmouth, VA 23709-5000 Phone: (757) 396-7049

FAX: (757) 396-7229

email: barbara.townes@navy.mil

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

- (a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):
- (1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site https://wawf.eb.mil. Vendor training is available on the Internet at https://wawf.eb.mil. Vendor training is available on the Internet at https://www.wawftraining.com. Additional support can be obtained by calling the Navy WAWF Assistance Line: 1-877-251-9293.
- (2) WAWF Vendor "Quick Reference" Guides are located at the following web site:

http://www.acquisition.navy.mil/navyaos/content/view/full/3521.

- (3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.
- (b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

*WAWF Table to Be Completed At Time of Award

| | Routing Table |
|---|------------------|
| WAWF Invoice Type | 2-in-1 |
| Contract Number | N00178-10-D-6199 |
| Delivery Order Number | FK01 |
| Issuing Office DODAAC | N00189 |
| Admin Office DODAAC | N00189 |
| Inspector DODAAC (usually only used when Inspector & Acceptor are different people) | |
| Ship To DoDAAC (for Combo), | N69199 |
| Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher) | |

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| Acceptance At Other | |
|-------------------------------------|-------------------------|
| Local Processing Office (Certifier) | N69199 |
| DCAA Office DODAAC | |
| (Used on Cost Voucher's only) | |
| Paying Office DODAAC | N68732 |
| Acceptor/COR Email Address | barbara.townes@navy.mil |

- (c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.
- (d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

| Name | Email | Phone | Role |
|----------------|-------------------------|----------------|--------------|
| Barbara Townes | barbara.townes@navy.mil | (757) 396-7049 | COR/Acceptor |
| | | | |
| | | | |
| | | | |
| | | | |

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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

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

Name: Carissa Holland

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: Matthew Aponte

Address: NAVSUP Fleet Logistics Center Norfolk

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1968 Gilbert Street, Suite 600 Norfolk, VA 23511

Phone: 757-443-1416

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

Not Applicable

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

Name: DFAS Cleveland

Address: P.O. Box 998022

Cleveland, OH 44199

Phone: 1-800-756-4571, option 2, option 4

- 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
- 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.

Name: Barbara Townes

Address: Human Resources Service Center East

Norfolk Naval Shipyard, BLDG 17 Portsmouth, VA 23709-5000 Phone: (757) 396-7049

FAX: (757) 396-7229

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:

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| Not Applicable 6. TECHNICAL ASSISTANT, i assistance and support to the CC | | | ing technical |
| a. Identifying contractor deficier | ncies to the COR; | | |
| b. Reviewing contract/delivery/t | ask order deliverables and reco | mmending acceptance/reject | ion of deliverables; |
| c. Identifying contractor noncon | npliance of reporting requireme | ents; | |
| d. Evaluating contractor proposa | als for specific contracts/orders | and identifying areas of cor | ncern affecting |
| negotiations; | | | |
| e. Reviewing contractor reports | providing recommendations fo | r acceptance/rejection; | |
| f. Reviewing invoices for approp | oriateness of costs and providin | g recommendations to facilit | tate certification of the |
| invoice; | | | |
| g. Providing COR with timely in | put regarding the SOW, technic | cal direction to the contractor | and recommending |
| corrective actions; and | | | |
| h. Providing written reports to the contractor. | ne COR as required concerning | trips, meetings or conversat | ions with the |
| Not Applicable | | | |
| 7. ORDERING OFFICER is response | onsible for: | | |
| a. Requesting, obtaining, and ev | raluating proposals for orders t | o be issued; | |
| b. Determining the estimated co | st of the order is fair and reason | nable for the effort proposed; | |
| c. Obligating the funds by issuar | nce of the delivery/task order; | | |
| d. Authorization for use of overt | ime; | | |
| e. Authorization to begin perform | mance; and/or | | |
| f. Monitoring of total cost of del | ivery/task orders issued. | | |
| The following limitations/restric | tions are placed on the Ordering | g Officer: | |
| a. Type of order issued is limited | d by this contract to | pricing arrangements; | |
| b. No order shall be placed in ex | cess of \$ without | the prior approval of the PCC | O; and/or |

c. No order shall be placed with delivery requirements in excess of -----

Not Applicable

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(End of text)

CONTRACT ADMINISTRATION PLAN (CAP)

FOR FIXED PRICE CONTRACTS

Replace any reference of Contracting Officer's Representative (COR) with Task Order Manager (TOM)

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

- 1. The Procuring Contract Office (PCO) is responsible for:
- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.
- 2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
- 3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
- 4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:
- a. Technical Interface
- (1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.
- (2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.
- b. Contract Surveillance
- (1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract

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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 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.

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- (3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.
- f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

- g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.
- h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.
- i. Written Report/Contract Completion Statement.
- (1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.
- (2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.
- (3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.
- 5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:
- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

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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

5000 N6919911RC00003 50764.80

LLA :

AA 1711804 12TU 250 69199 068892 2D C00003 691991S1521Q

Standard Number: N6919911RC00003

5001 N6919911RC00003 640012.80

LLA :

AA 1711804 12TU 250 69199 068892 2D C00003 691991S1521Q

Standard Number: N6919911RC00003

5002 N6919911RC00003 110630.40

LLA :

AA 1711804 12TU 250 69199 068892 2D C00003 691991S1521Q

Standard Number: N6919911RC00003

BASE Funding 801408.00 Cumulative Funding 801408.00

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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.

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

MINIMUM INSURANCE REQUIREMENTS

IAW with 52.228-5, Insurance-Work on a Government Installation, the following are minimum insurance requirements as defined in FAR 28.307-2, Liability:

- (a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)
- (b) General liability.
- (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

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- (2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- (c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (e) Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

Wage Rates

The labor categories provided in the PWS are provided for reference purposes only. As this solicitation and resultant task order will be performance based, it is the responsibility of the contractor to determine the appropriate labor mix and categories.

The Contracting Officer has provided both the Collective Bargaining Agreement and applicable Wage Determination as attachments. It is the responsibility of the contractor to compensate employees based on which rate is higher.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

- 52.204-2- SECURITY REQUIREMENTS (AUG 1996)
- **52.219-4- LIMITATION ON SUBCONTRACTING (DEC 1996)**
- **52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**
- **52.222-42 STATEMENT OF EQUIVALENT RATES**
- 52,222-43 FAIR LABOR STANDARDS ACT-PRICE ADJUSTMENT
- 52.223-6- DRUG FREE WORKPLACE (MAY 2001)
- 52.223-18- CONTRACTOR POLICY BAN TEXT MESSAGING WHILE DRIVING
- 52.237-2- PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- **252.204-7000- DISCLOSURE OF INFORMATION (DEC 1991)**
- 252.204-7003- CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 -ALT A CCR ALTERNATIVE A
- 252.204-7005- ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.209-7004- SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
- 252.222-7006- RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS(ES):

FAR CLAUSES HTTP://ACQUISITION.GOV/COMP/FAR/INDEX.HTML
DFAR CLAUSES HTTP://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARS/INDEX.HTM

(END OF CLAUSE)

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252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

- (A) 26 U.S.C. 6331(H) AUTHORIZES THE INTERNAL REVENUE SERVICE (IRS) TO CONTINUOUSLY LEVY UP TO 100 PERCENT OF CONTRACT PAYMENTS, UP TO THE AMOUNT OF TAX DEBT.
- (B) WHEN A LEVY IS IMPOSED ON A PAYMENT UNDER THIS CONTRACT AND THE CONTRACTOR BELIEVES THAT THE LEVY MAY RESULT IN AN INABILITY TO PERFORM THE CONTRACT, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE PROCURING CONTRACTING OFFICER IN WRITING, WITH A COPY TO THE ADMINISTRATIVE CONTRACTING OFFICER, AND SHALL PROVIDE--
- (1) THE TOTAL DOLLAR AMOUNT OF THE LEVY;
- (2) A STATEMENT THAT THE CONTRACTOR BELIEVES THAT THE LEVY MAY RESULT IN AN INABILITY TO PERFORM THE CONTRACT, INCLUDING RATIONALE AND ADEQUATE SUPPORTING DOCUMENTATION; AND
- (3) ADVICE AS TO WHETHER THE INABILITY TO PERFORM MAY ADVERSELY AFFECT NATIONAL SECURITY, INCLUDING RATIONALE AND ADEQUATE SUPPORTING DOCUMENTATION.
- (C) DOD SHALL PROMPTLY REVIEW THE CONTRACTOR'S ASSESSMENT, AND THE PROCURING CONTRACTING OFFICER SHALL PROVIDE A WRITTEN NOTIFICATION TO THE CONTRACTOR INCLUDING--
- (1) A STATEMENT AS TO WHETHER DOD AGREES THAT THE LEVY MAY RESULT IN AN INABILITY TO PERFORM THE CONTRACT; AND
- (2)(I) IF THE LEVY MAY RESULT IN AN INABILITY TO PERFORM THE CONTRACT AND THE LACK OF PERFORMANCE WILL ADVERSELY AFFECT NATIONAL SECURITY, THE TOTAL AMOUNT OF THE MONIES COLLECTED THAT SHOULD BE RETURNED TO THE CONTRACTOR; OR
- (II) IF THE LEVY MAY RESULT IN AN INABILITY TO PERFORM THE CONTRACT BUT WILL NOT IMPACT NATIONAL SECURITY, A RECOMMENDATION THAT THE CONTRACTOR PROMPTLY NOTIFY THE IRS TO ATTEMPT TO RESOLVE THE TAX SITUATION.
- (D) ANY DOD DETERMINATION UNDER THIS CLAUSE IS NOT SUBJECT TO APPEAL UNDER THE CONTRACT DISPUTES ACT.

(END OF CLAUSE)

- 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2011)
- (A) THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) CLAUSE WHICH, IF CHECKED, IS INCLUDED IN THIS CONTRACT BY REFERENCE TO IMPLEMENT A PROVISION OF LAW APPLICABLE TO ACQUISITIONS OF COMMERCIAL ITEMS OR COMPONENTS.

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| B) THE CONTRACTOR A COLLOWING LIST OF DI CHIS CONTRACT BY RE | TIES (APR 1984) (10 U.S.C. 2207). AGREES TO COMPLY WITH ANY EFENSE FAR SUPPLEMENT CLAU FERENCE TO IMPLEMENT PROV | CLAUSE THAT IS CHECK USES WHICH, IF CHECKED VISIONS OF LAW OR EXEC | , IS INCLUDED IN |
| APPLICABLE TO ACQUI | SITIONS OF COMMERCIAL ITE | MS OR COMPONENTS. | |
| (1) _X252.203-7000, R (JAN 2009) (SECTION 84 | EQUIREMENTS RELATING TO C 7 OF PUB. L. 110-181). | COMPENSATION OF FORM | ER DOD OFFICIAL |
| (2) 252.203-7003, AG PUB. L. 110-252, 41 U.S.C | ENCY OFFICE OF THE INSPECT 2. 3509 NOTE). | OR GENERAL (SEP 2010) (| SECTION 6101 OF |
| (3) _X_ 252.205-7000, PR 1991) (10 U.S.C. 2416). | ROVISION OF INFORMATION TO | COOPERATIVE AGREEM | ENT HOLDERS (DE |
| (4) 252.219-7003, SM (15 U.S.C. 637). | IALL BUSINESS SUBCONTRACT | TING PLAN (DOD CONTR. | ACTS) (OCT 2010) |
| (5) 252.219-7004, SM U.S.C. 637 NOTE). | IALL BUSINESS SUBCONTRACT | TING PLAN (TEST PROGR | AAM) (JAN 2011) (15 |
| (6)(I) _X 252.225-7001 41 U.S.C. 10A-10D, E.O. | , BUY AMERICAN ACT AND BAI 10582). | ANCE OF PAYMENTS PR | OGRAM (JAN 2009) |
| II) ALTERNATE I (| DEC 2010) OF 252,225-7001. | | |
| (7) 252.225-7008, F 2533B). | RESTRICTION ON ACQUISITION | OF SPECIALTY METALS | (JUL 2009) (10 U.S.C |
| | RESTRICTION ON ACQUISITION AN 2011) (10 U.S.C. 2533B). | OF CERTAIN ARTICLES C | CONTAINING |
| (9) _X_ 252.225-7012, 2533A). | PREFERENCE FOR CERTAIN DO | OMESTIC COMMODITIES | (JUN 2010) (10 U.S.C |
| (10) 252.225-7015, 2005) (10 U.S.C. 2533A). | RESTRICTION ON ACQUISITION | N OF HAND OR MEASURIN | NG TOOLS (JUN |
| | RESTRICTION ON ACQUISITION PUBLIC LAW 107-117 AND THE S). | | |
| (12))(I) 252.225-702 NOTE). | 1, TRADE AGREEMENTS (NOV | 2009) (19 U.S.C. 2501-2518 A | AND 19 U.S.C. 3301 |

NOTE).

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| (III) ALTERNATE I | I (DEC 2010) OF 252.225-70 |)21. | | | |
| (13) 252.225-7027, 2003) (22 U.S.C. 2779). | RESTRICTION ON CONTI | INGENT FEES | S FOR FOREIGN MILI | TARY SAL | ES (APR |
| (14) 252.225-7028, (APR 2003) (22 U.S.C. 27 | EXCLUSIONARY POLICII 55). | ES AND PRAC | CTICES OF FOREIGN | GOVERNM | IENTS |
| | 86, BUY AMERICAN ACT (DEC 2010) (41 U.S.C. 10A- | | | ANCE OF | |
| (II) ALTERNATE I | (JUL 2009) OF 252.225-7030 | 6. | | | |
| (III) ALTERNATE I | I (DEC 2010) OF 252.225-70 |)36. | | | |
| (IV) ALTERNATE I | II (DEC 2010) OF 252,225-7 | 7036. | | | |
| (16) 252.225-7038, U.S.C. 2534(A)(3)). | RESTRICTION ON ACQU | TISITION OF A | AIR CIRCUIT BREAK | ERS (JUN 2 | 2005) (10 |
| ENTERPRISES, AND NA | UTILIZATION OF INDIAN TIVE HAWAIIAN SMALL ND SIMILAR SECTIONS I | BUSINESS C | ONCERNS (SEP 2004) | (SECTION | 8021 OF |
| (18) 252.227-7015, | TECHNICAL DATACOM | MERCIAL I | ΓEMS (MAR 2011) (10 | U.S.C. 2320 |)). |
| (19) 252.227-7037, (10 U.S.C. 2321). | VALIDATION OF RESTRI | ICTIVE MAR | KINGS ON TECHNICA | AL DATA (S | SEP 1999) |
| (20) 252.232-7003, REPORTS (MAR 2008) (| ELECTRONIC SUBMISSIO 10 U.S.C. 2227). | ON OF PAYMI | ENT REQUESTS AND | RECEIVIN | G |
| | PROHIBITION ON INTER 0) (SECTION 1038 OF PUB | | OF DETAINEES BY CO | ONTRACTO | OR |
| | TRAINING FOR CONTRAC 192 OF PUBLIC LAW 108-3 | | NNEL INTERACTING | WITH DE | FAINEES |
| (23)X_ 252.243-7002 | 2, REQUESTS FOR EQUIT | ABLE ADJUS | TMENT (MAR 1998) (| 10 U.S.C. 24 | 410). |

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| OPERATIONS (OCT 2010) (25) 252.247-7003, PA | FETY OF FACILITIES, INFRAS (SECTION 807 OF PUBLIC LA ASS-THROUGH OF MOTOR CA 2010) (SECTION 884 OF PUBLI | AW 111-84). ARRIER FUEL SURCHARO | |
| (26)(I)X 252.247-7023 | , TRANSPORTATION OF SUI | PPLIES BY SEA (MAY 200 | 02) (10 U.S.C. 2631). |
| (II)ALTERNATE I (M | IAR 2000) OF 252.247-7023. | | |
| (III) ALTERNATE II (| (MAR 2000) OF 252.247-7023. | | |
| (IV) ALTERNATE III | (MAY 2002) OF 252.247-7023. | | |
| (27) 252.247-7024, NO U.S.C. 2631). | OTIFICATION OF TRANSPOR | TATION OF SUPPLIES B | SY SEA (MAR 2000) (10 |
| CONDITIONS REQUIRED T CLAUSE OF THIS CONTRA THE FOLLOWING CLAUSE | CLAUSES LISTED IN PARAGR O IMPLEMENT STATUTES OF ACT (FAR 52.212-5), THE CONT ES, IF APPLICABLE, IN SUBCO NTS, AWARDED AT ANY TIEF | R EXECUTIVE ORDERS(FRACTOR SHALL INCLU ONTRACTS FOR COMME | COMMERCIAL ITEMS DE THE TERMS OF RCIAL ITEMS OR |
| (1) 252.237-7010, PROHIBIT (NOV 2010) (SECTION 1038 | TION ON INTERROGATION O 3 OF PUB. L. 111-84). | F DETAINEES BY CONTI | RACTOR PERSONNEL |
| (2) 252.237-7019, TRAINING 2006) (SECTION 1092 OF P | G FOR CONTRACTOR PERSON UBLIC LAW 108-375). | NNEL INTERACTING WI | ΓΗ DETAINEES (SEP |
| | ROUGH OF MOTOR CARRIER (SECTION 884 OF PUBLIC LA | | USTMENT TO THE |
| (4) 252.247-7023, TRANSPO | ORTATION OF SUPPLIES BY | SEA (MAY 2002) (10 U.S.C | C. 2631). |
| (5) 252.247-7024, NOTIFICA 2631). | ATION OF TRANSPORTATIO | N OF SUPPLIES BY SEA (| (MAR 2000) (10 U.S.C. |
| (END OF CLAUSE) | | | |

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

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HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12, REQUIRES GOVERNMENT AGENCIES TO DEVELOP AND IMPLEMENT FEDERAL SECURITY STANDARDS FOR FEDERAL EMPLOYEES AND CONTRACTORS. THE DEPUTY SECRETARY OF DEFENSE DIRECTIVE-TYPE MEMORANDUM (DTM) 08-006 – "DOD IMPLEMENTATION OF HOMELAND SECURITY PRESIDENTIAL DIRECTIVE – 12 (HSPD-12)" DATED NOVEMBER 26, 2008 (OR ITS SUBSEQUENT DOD INSTRUCTION) DIRECTS IMPLEMENTATION OF HSPD-12. THIS CLAUSE IS IN ACCORDANCE WITH HSPD-12 AND ITS IMPLEMENTING DIRECTIVES. THIS CLAUSE APPLIES TO CONTRACTOR EMPLOYEES REQUIRING PHYSICAL ACCESS TO ANY AREA OF A FEDERALLY CONTROLLED BASE, FACILITY OR ACTIVITY AND/OR REQUIRING ACCESS TO A DOD COMPUTER/NETWORK, TO PERFORM CERTAIN UNCLASSIFIED BOTH NON-SENSITIVE AND SENSITIVE DUTIES. IT IS THE RESPONSIBILITY OF THE COMMAND/FACILITY WHERE THE WORK IS PERFORMED TO ENSURE COMPLIANCE.

THE REQUIREMENT TO CONTROL ACCESS TO SENSITIVE INFORMATION APPLIES TO ALL US GOVERNMENT IT SYSTEMS AND/OR AREAS WHERE UNCLASSIFIED BUT SENSITIVE INFORMATION MAY BE DISCUSSED, DISPLAYED OR MAINTAINED. DON POLICY PRESCRIBES THAT ALL UNCLASSIFIED DATA THAT HAS NOT BEEN APPROVED FOR PUBLIC RELEASE AND IS STORED ON MOBILE COMPUTING DEVISES MUST BE TREATED AS SENSITIVE DATA AND ENCRYPTED USING COMMERCIALLY AVAILABLE ENCRYPTION TECHNOLOGY. WHENEVER GRANTED ACCESS TO SENSITIVE INFORMATION, CONTRACTOR EMPLOYEES SHALL FOLLOW APPLICABLE DOD/DON INSTRUCTIONS, REGULATIONS, POLICIES AND PROCEDURES WHEN REVIEWING, PROCESSING, PRODUCING, PROTECTING, DESTROYING AND/OR STORING THAT INFORMATION. OPERATIONAL SECURITY (OPSEC) PROCEDURES AND PRACTICES MUST BE IMPLEMENTED BY BOTH THE CONTRACTOR AND CONTRACT EMPLOYEE TO PROTECT THE PRODUCT, INFORMATION, SERVICES, OPERATIONS AND MISSIONS RELATED TO THE CONTRACT. THE CONTRACTOR SHALL DESIGNATE AN EMPLOYEE TO SERVE AS THE CONTRACTOR'S SECURITY REPRESENTATIVE. WITHIN THREE WORK DAYS AFTER CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE TO THE NAVY COMMAND'S SECURITY MANAGER AND THE CONTRACTING OFFICER, IN WRITING, THE NAME, TITLE, ADDRESS AND PHONE NUMBER FOR THE CONTRACTOR'S SECURITY REPRESENTATIVE. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE THE PRIMARY POINT OF CONTACT ON ANY SECURITY MATTER. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL NOT BE REPLACED OR REMOVED WITHOUT PRIOR NOTICE TO THE CONTRACTING OFFICER.

NON-SENSITIVE POSITIONS

CONTRACTOR EMPLOYEE WHOSE WORK IS UNCLASSIFIED AND NON-SENSITIVE (E.G., PERFORMING CERTAIN DUTIES SUCH AS LAWN MAINTENANCE, VENDOR SERVICES, ETC ...) AND WHO REQUIRE PHYSICAL ACCESS TO PUBLICLY ACCESSIBLE AREAS TO PERFORM THOSE DUTIES SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS:

MUST BE EITHER A US CITIZEN OR A US PERMANENT RESIDENT WITH A MINIMUM OF 3 YEARS LEGAL RESIDENCY IN THE US (AS REQUIRED BY THE DEPUTY SECRETARY OF DEFENSE DTM 08-006 OR ITS SUBSEQUENT DOD INSTRUCTION) AND

MUST HAVE A FAVORABLY COMPLETED NATIONAL AGENCY CHECK WITH WRITTEN INQUIRIES (NACI) INCLUDING A FEDERAL BUREAU OF INVESTIGATION (FBI) FINGERPRINT CHECK PRIOR TO INSTALLATION ACCESS.

TO BE CONSIDERED FOR A FAVORABLE TRUSTWORTHINESS DETERMINATION, THE CONTRACTOR'S SECURITY REPRESENTATIVE MUST SUBMIT FOR ALL EMPLOYEES EACH OF THE FOLLOWING:

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SF-85 QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

TWO FD-258 APPLICANT FINGERPRINT CARDS

ORIGINAL SIGNED RELEASE STATEMENTS

THE CONTRACTOR SHALL ENSURE EACH INDIVIDUAL EMPLOYEE HAS A CURRENT FAVORABLY COMPLETED NACI.

THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE RESPONSIBLE FOR INITIATING REINVESTIGATIONS AS REQUIRED. FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE.

SENSITIVE POSITIONS

CONTRACTOR EMPLOYEE WHOSE DUTIES REQUIRE ACCESSING A DOD UNCLASSIFIED COMPUTER/NETWORK, WORKING WITH SENSITIVE UNCLASSIFIED INFORMATION (EITHER AT A GOVERNMENT OR CONTRACTOR FACILITY), OR PHYSICAL ACCESS TO A DOD FACILITY MUST BE A US CITIZEN AND POSSESS A FAVORABLE TRUSTWORTHINESS DETERMINATION PRIOR TO INSTALLATION ACCESS. TO OBTAIN A FAVORABLE TRUSTWORTHINESS DETERMINATION, EACH CONTRACTOR EMPLOYEE MUST HAVE A FAVORABLY COMPLETED NATIONAL AGENCY CHECK WITH LOCAL CREDIT CHECKS (NACLC) WHICH CONSISTS OF A NACI INCLUDING A FBI FINGERPRINT CHECK PLUS CREDIT AND LAW ENFORCEMENT CHECKS. EACH CONTRACTOR EMPLOYEE APPLYING FOR A TRUSTWORTHINESS DETERMINATION IS REQUIRED TO COMPLETE:

SF-85P QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS

TWO FD-258 APPLICANT FINGERPRINT CARDS

ORIGINAL SIGNED RELEASE STATEMENTS

FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE. TO MAINTAIN CONTINUING AUTHORIZATION FOR AN EMPLOYEE TO ACCESS A DOD UNCLASSIFIED COMPUTER/NETWORK, AND/OR HAVE ACCESS TO SENSITIVE UNCLASSIFIED INFORMATION, THE CONTRACTOR SHALL ENSURE THAT THE INDIVIDUAL EMPLOYEE HAS A CURRENT REQUISITE BACKGROUND INVESTIGATION. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE RESPONSIBLE FOR INITIATING REINVESTIGATIONS AS REQUIRED AND ENSURING THAT BACKGROUND INVESTIGATIONS REMAIN CURRENT (NOT OLDER THAN 10 YEARS) THROUGHOUT THE CONTRACT PERFORMANCE PERIOD.

IT SYSTEMS ACCESS

WHEN ACCESS TO IT SYSTEMS IS REQUIRED FOR PERFORMANCE OF THE CONTRACTOR EMPLOYEE'S DUTIES, SUCH EMPLOYEES SHALL IN-PROCESS WITH THE NAVY COMMAND'S SECURITY MANAGER AND INFORMATION ASSURANCE MANAGER UPON ARRIVAL TO THE NAVY COMMAND AND SHALL OUT-PROCESS PRIOR TO THEIR DEPARTURE AT THE COMPLETION OF THE INDIVIDUAL'S PERFORMANCE UNDER THE CONTRACT. COMPLETION AND APPROVAL OF A

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SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) FORM IS REQUIRED FOR ALL INDIVIDUALS ACCESSING NAVY INFORMATION TECHNOLOGY RESOURCES. THE SAAR-N SHALL BE FORWARDED TO THE NAVY COMMAND'S SECURITY MANAGER AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE. FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE.

WHEN REQUIRED TO MAINTAIN ACCESS TO REQUIRED IT SYSTEMS OR NETWORKS, THE CONTRACTOR SHALL ENSURE THAT ALL EMPLOYEES REQUIRING ACCESS COMPLETE ANNUAL INFORMATION ASSURANCE (IA) TRAINING, AND MAINTAIN A CURRENT REQUISITE BACKGROUND INVESTIGATION. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL CONTACT THE COMMAND SECURITY MANAGER FOR GUIDANCE WHEN REINVESTIGATIONS ARE REQUIRED.

SECURITY APPROVAL PROCESS

THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL ENSURE THAT EACH INDIVIDUAL EMPLOYEE PENDING ASSIGNMENT SHALL ACCURATELY COMPLETE THE REQUIRED FORMS FOR SUBMISSION TO THE NAVY COMMAND'S SECURITY MANAGER. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL SCREEN THE INVESTIGATIVE QUESTIONNAIRES FOR COMPLETENESS AND ACCURACY AND FOR POTENTIAL SUITABILITY/SECURITY ISSUES PRIOR TO SUBMITTING THE REQUEST TO THE NAVY COMMAND'S SECURITY MANAGER. FORMS AND FINGERPRINT CARDS MAY BE OBTAINED FROM THE NAVY COMMAND'S SECURITY MANAGER. THESE REQUIRED ITEMS, SHALL BE FORWARDED TO THE NAVY COMMAND'S SECURITY MANAGER FOR PROCESSING AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL EMPLOYEE'S ANTICIPATED DATE FOR REPORTING FOR DUTY. THE NAVY COMMAND'S SECURITY MANAGER WILL REVIEW THE SUBMITTED DOCUMENTATION FOR COMPLETENESS PRIOR TO SUBMITTING IT TO THE OFFICE OF PERSONNEL MANAGEMENT (OPM). SUITABILITY/SECURITY ISSUES IDENTIFIED BY THE NAVY COMMAND'S SECURITY MANAGER MAY RENDER THE CONTRACT EMPLOYEE INELIGIBLE FOR THE ASSIGNMENT. A FAVORABLE REVIEW OF THE OUESTIONNAIRE AND ADVANCE FINGERPRINT RESULTS ARE REOUIRED AS AN INTERIM MEASURE PRIOR TO THE CONTRACT EMPLOYEE START DATE. AN UNFAVORABLE DETERMINATION MADE BY THE NAVY COMMAND'S SECURITY MANAGER IS FINAL AND SUCH A DETERMINATION DOES NOT RELIEVE THE CONTRACTOR FROM MEETING ANY CONTRACTUAL OBLIGATION UNDER THE CONTRACT.

IF CONTRACTOR EMPLOYEES ALREADY POSSESS A CURRENT FAVORABLY ADJUDICATED INVESTIGATION, THE NAVY COMMAND'S SECURITY MANAGER WILL USE THE VISIT AUTHORIZATION REQUEST (VAR) VIA THE JOINT PERSONNEL ADJUDICATION SYSTEM (JPAS). THE CONTRACTOR SHALL INCLUDE THE IT POSITION CATEGORY PER SECNAV M-5510.30 FOR EACH EMPLOYEE DESIGNATED ON A VAR. THE VAR REQUIRES ANNUAL RENEWAL FOR THE DURATION OF THE EMPLOYEE'S PERFORMANCE UNDER THE CONTRACT.

THE NAVY COMMAND'S SECURITY MANAGER WILL FORWARD THE REQUIRED FORMS TO OPM FOR PROCESSING. ONCE THE INVESTIGATION IS COMPLETE, THE RESULTS WILL BE FORWARDED BY OPM TO THE DON CENTRAL ADJUDICATION FACILITY (CAF) FOR A POSITION OF TRUST DETERMINATION. WHEN A FAVORABLE DETERMINATION IS NOT MADE, CONTRACTOR EMPLOYEES SHALL NOT BE PERMITTED TO WORK ON THIS CONTRACT EFFORT AND IF ALREADY WORKING ON THE CONTRACT SHALL BE REMOVED IMMEDIATELY.

THE POTENTIAL CONSEQUENCES OF ANY REQUIREMENTS UNDER THIS CLAUSE INCLUDING DENIAL OF ACCESS FOR A PROPOSED CONTRACTOR EMPLOYEE WHO FAILS TO OBTAIN A FAVORABLE TRUSTWORTHINESS DETERMINATION IN NO WAY RELIEVES THE CONTRACTOR FROM THE REQUIREMENT TO EXECUTE PERFORMANCE UNDER THE CONTRACT WITHIN THE TIMEFRAMES SPECIFIED IN THE CONTRACT. CONTRACTORS SHALL PLAN AHEAD IN PROCESSING THEIR

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EMPLOYEES AND SUBCONTRACTOR EMPLOYEES FOR WORKING IN NON-SENSITIVE POSITIONS, WITH SENSITIVE INFORMATION, AND/OR ON GOVERNMENT IT SYSTEMS. THE CONTRACTOR SHALL INSERT THIS CLAUSE IN ALL SUBCONTRACTS WHEN THE SUBCONTRACTOR IS PERMITTED TO HAVE PHYSICAL ACCESS TO A FEDERALLY CONTROLLED FACILITY AND/OR ACCESS TO A FEDERALLY-CONTROLLED INFORMATION SYSTEM/NETWORK AND/OR ACCESS TO GOVERNMENT INFORMATION.

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SECTION J LIST OF ATTACHMENTS

COLLECTIVE BARGAINING AGREEMENT

COLLECTIVE BARGAINING AGREEMENT WAGE DETERMINATION

COLLECTIVE BARGAINING AGREEMENT BENEFITS INFORMATION

SERVICE CONTRACT ACT WAGE DETERMINATION

CONTRACTOR DISCREPANCY REPORT