

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-10-D-6199		2. DELIVERY ORDER NO. FK03		3. EFFECTIVE DATE 2016 Sep 29		4. PURCH REQUEST NO. N4027316RC038AD		5. PRIORITY Unrated	
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Martavia L Moody/N00189 757-443-1157			CODE N00189	7. ADMINISTERED BY DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375			CODE S2101A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Norbeck Technologies, Inc. 8808 Woodyard Road Clinton MD 20735			CODE IRJW3	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> 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	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
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.						
Norbeck Technologies, Inc.			Bobby Gallon President						
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA		25. TOTAL		\$67,600.04	
				BY: /s/Anthony Karanikas		09/29/2016		26. DIFFERENCES	
						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		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL				35. BILL OF LADING NO.	
				31. PAYMENT FULL					
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**

FOR INFORMATIONAL PURPOSES ONLY

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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	R699	Labor Support in accordance with the PWS. (O&MN,N)	12.0	MO	\$5,091.67	\$61,100.04
8001	R699	Labor Support in accordance with the PWS. (O&MN,N) Option	12.0	MO	\$5,206.67	\$62,480.04
8002	R699	Labor Support in accordance with the PWS. (O&MN,N) Option	12.0	MO	\$5,326.67	\$63,920.04
8003	R699	Labor Support in accordance with the PWS. (O&MN,N) Option	12.0	MO	\$5,443.33	\$65,319.96
8004	R699	Labor Support in accordance with the PWS. (O&MN,N) Option	12.0	MO	\$5,556.67	\$66,680.04

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R699	Travel in accordance with the PWS. (O&MN,N)	1.0	LO	\$6,500.00
9001	R699	Travel in accordance with the PWS. (O&MN,N) Option	1.0	LO	\$6,500.00
9002	R699	Travel in accordance with the PWS. (O&MN,N) Option	1.0	LO	\$6,500.00
9003	R699	Travel in accordance with the PWS. (O&MN,N) Option	1.0	LO	\$6,500.00
9004	R699	Travel in accordance with the PWS. (O&MN,N) Option	1.0	LO	\$6,500.00

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Performance Work Statement

#### EODGRU TWO Defense Travel System Support

1.0 SCOPE. This effort is designed to provide travel and Defense Travel System (DTS) analysis and training support to Explosive Ordnance Disposal Group TWO (EODGRU TWO) and its subordinate commands.

#### 1.1 BACKGROUND

Explosive Ordnance Group TWO provides forces in support of Fleet Commanders and Navy Component Commanders, Carrier Strike Groups (CSG), Expeditionary Strike Groups (ESG), Mine Countermeasures (MCM) Task Forces/Groups, Naval Special Warfare (NSW) Squadrons, Army Special Operations Forces (SOF), Military Sealift Command (MSC), Unified Theatre Commanders, Navy Regional Commanders, and contingency operations (i.e. aircraft recovery, range/waterway clearance, U.S. Secret Service support, CNO projects, etc.).

#### 2.0 ACRONYMS.

AO	Approving Official
CNA	Certificate of Non-Availability
COR	Contracting Officer's Representative
DTS	Defense Travel System
EEO	Equal Employment Opportunity
FFC	Fleet Forces Command
JFTR	Joint Federal Travel Regulation
JTR	Joint Travel Regulation
NAVSUP	Naval Supply Systems Command
ODC	Other Direct Costs
POSH	Prevention Of Sexual Harassment
TA	Technical Assistant

3.0 TECHNICAL REQUIREMENTS. The contractor shall perform the following day-to-day tasks. Detailed responsibilities under these general headings include:

Serving as the COMEODGRU TWO lead on all DTS, IBA, and CBA matters including program compliance.

Presenting EODGRU TWO travel program status to external commands and activities.

Standardizing business and critical DTS processes.

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Compliance monitoring with all travel regulations.

Oversight of Debt Management.

Managing the COMEODGRU TWO CBA requests.

3.1 The Contractor shall provide sound judgment and advice to customers in accurately completing DTS documents following internal and external policy.

3.2 The Contractor shall provide the customer with points of contact and URLs to customers in completing the requirements for Certificate of Non-availability (CNA) and travel processes for DTS.

3.3 The Contractor shall review travel authorizations and vouchers to ensure compliance with Joint Federal Travel Regulations (JFTR), Naval Supply Systems Command (NAVSUP), and Fleet Forces Command (FFC) guidance. Training shall focus on correcting all deficiencies identified during reviews and assessments.

3.4 The Contractor shall provide subject matter expertise to the Approving Official to identify and resolve travel issues.

3.5 The Contractor shall run periodic reports in DTS to ensure airfare is ticketed and documents are stamped "approved" prior to traveler departure.

3.6 The Contractor shall contact traveler by phone or email to request completed travel vouchers are submitted prior to 5 days of completion of travel.

3.7 Run periodic reports in DTS to ensure airfare is ticketed and documents are stamped "approved" by the Approving Official (AO) prior to traveler departure (for EODGRU TWO Staff personnel only).

3.8 Generate unsubmitted voucher, departure, airline cancellation, approved status, and unused ticket reports using DTS and provide analysis to identify trends in order to document possible cost saving measures and deliver to the EODGRU TWO AO and the Travel Desk.

3.9 Review Government Travel Charge Card (GTCC) transactions using the Citibank tool to verify that the correct payment is made when compared to DTS vouchers. The voucher shall be returned to the traveler to correct or forwarded to the AO with notes to correct.

3.10 Audit: The Contractor will support and assist EODGRU TWO and subordinate command Financial Analyst(s) in charge of travel to ensure EODGRU TWO and subordinate commands comply with existing laws, regulations and directives to include the JTR. Specifically, the contractor will:

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3.11 Generate and review monthly, the CP4 unsubmitted voucher report and provide assistance and follow up for EODGRU TWO and seven subordinate commands.

3.12 Generate and review monthly, the CP2 Approved Status Report, provide assistance with clearing the rejects and follow-up for each EODGRU TWO and seven subordinate commands.

3.13 Review quarterly, the CP3, SOD compliance and DD577 validation for EODGRU TWO and seven subordinate commands.

3.14 Review quarterly, 10% of each of EODGRU TWO and subordinate command's DTS user profiles to ensure proper SOD, organizational access, authorized permission levels and profile accuracy.

3.15 Review quarterly, 10% of DTS travel vouchers for compliance of financial management, JTR and compliance tools (CT).

3.16 The Contractor shall assist in answering traveler questions regarding JTR/JFTR travel concerns and entitlements.

3.17 The Contractor shall assess command travel programs in accordance with the EODGRU TWO Force Supply Manual and provide immediate, on-site necessary user and approving official training to headquarters and Echelon IV commands to ensure that all TDY travel follows both headquarters and DON travel policy. Training shall focus on correcting all deficiencies identified during the assessment.

3.18 The Contractor shall generate unsubmitted voucher, departure, airline cancellation, approved status, and unused ticket reports using DTS and provide analysis to identify trends in order to document possible cost saving measures.

3.19 The Contractor shall review Government Travel Charge Card transactions using the Citibank tool to verify that the correct payment is made when compared to DTS vouchers.

3.20 The Contractor shall provide subject matter expertise to the traveler with questions concerning the use of the Government Travel Charge Card and offer solutions when the need arises.

#### 4.0 MANAGEMENT REQUIREMENTS.

4.1 The contractor will provide overall management, supervision, and coordination of the work covered by this PWS.

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4.2 Progress Reports. The contractor shall provide Monthly Status reports (MSR) to the EODGRU TWO TA/FCMO. Report format and contents shall be determined by the Technical Representatives and shall include: (1) specific accomplishments, by EODGRU TWO component, during the reporting period; (2) travel funds expended for the reporting period and charges to date; (3) planned activities for the next reporting period; (4) changes in key personnel; (5) any performance issues or problems; and (6) copies of any trip reports. The contractor shall use E-mail for administrative coordination issues.

4.3 Status/Final Report: The Contractor will provide a final report to the COR within 30 days from the conclusion of this contract. The report will summarize the entire period of performance showing final contract financial status as well as any pending issues the contractor was working on at the end of the period of performance.

5.0 QUALIFICATIONS: Expectations are for an Intermediate to Senior DTS/Travel Analyst. Contractor should have at minimum of 5 years of experience working in government travel using DTS and running periodic reports from DTS to effectively manage program. Contractor shall have experience in assessing command travel programs in accordance with federal regulations and providing immediate training in all aspects of DTS/travel.

5.1 Requirements. DTS Travel Analyst must have knowledge in DoD JTR Travel Regulations policies and procedures; DTS order writing for CONUS, OCONUS, and No Cost orders; familiarization of DOD form DD 1351-2 voucher; DTS voucher processing; Understanding of DTS Group Authorizations; Knowledge of MS Office, working with spreadsheets and/or Goggle docs; Knowledge of AD HOC reports and Knowledge of Commercial Travel Office (CTO) Reservation, policies and procedures.

Documented experience in administering DTS at the level of an Echelon IV or higher Navy command. DTS experience should include DTS travel documents, Non-DTS Entry Agents (NDEAs) functions, cancellation procedures, constructed travel, FY crossover, Group Travel, Itinerary changes, City Pair program, Routing lists, Authorizations, Vouchers, CTO Partnership.

Documented experience in administering the Government Travel Charge Card program (IBA and CBA) at the level of an Echelon IV or higher Navy command. CitiBank experience should include CBA reconciliation, card maintenance and APC support.

Knowledge of current relevant guidance including the Joint Travel Regulation, the Department of Defense Financial Management Regulation (DoDFMR), Navy DTS Business Rules, and NAVSUPINST 4650.8.

Functional experience with Microsoft Outlook, Word and Excel applications

Current security clearance valid up to SECRET level.

Ability to work independently and proper professional interaction with senior Navy Officers and personnel.

Understanding of DON policies for protection of Personally Identifiable Information (PII).

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Understanding of business process maps (normally in flowchart format) and supporting documentation.

5.2 Tasks/ Responsibilities. Travel Analyst will assist Navy staff by performing the following tasks for the headquarters and for subordinate commands. Deliverables will consist of documentation submitted in response to audit requests, annotated copies of internal reports, and recommendations to correct deficiencies and improve compliance as described below. Electronic copies of all documentation and reports will be retained for audit purposes on Navy or USFF servers as directed.

Generate and review the DTS Un-submitted Voucher Report monthly and provide assistance and follow-up to resolve deficiencies. Annotate each report with actions taken to resolve deficiencies.

Generate and review the DTS Approved Status Report monthly and provide assistance with clearing the rejects. Annotate each report with actions taken to resolve deficiencies.

Generate and review all required and optional Government Travel Card Reports monthly and provide assistance in resolving deficiencies. Annotate each report with actions taken to resolve deficiencies.

Review all DTS routing lists and DD577 Records of Appointment quarterly to identify separation of duties violations and missing/defective DD577s. Annotate each report with actions taken to resolve deficiencies.

Prepare and deliver a monthly written progress report to identify the past month's accomplishments, and concerns, and to describe plans for the coming month. Progress report will be delivered to the Contracting Officer's Representative (COR) no later than the fifth of the month following the month being reported

## 6.0 OTHER PERFORMANCE REQUIREMENTS

6.1 SAFETY REQUIREMENTS: Safety shall be paramount. The Contractor will be working primarily in office space and shall comply with applicable OPNAV, NETC, OSHA and command safety instructions and standards governing these requirements. The Contractor shall maintain all employee qualification and certification records as required by these instructions.

6.1.1 Contractor Responsibility for Safety: Nothing in this PWS, nor any government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of the Contractor's personnel and property, the Government's personnel and property, and the general public. Furthermore, nothing in this PWS shall relieve the Contractor of its responsibility for complying with applicable federal, state, and local laws, ordinances, codes, and regulations (including those requiring applicable licenses and permits) in connection with the performance of this contract.

6.1.2 Emergency Action Plan: The Contractor shall comply with the U.S. Navy Emergency Action Plan.

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6.1.3 Mishap: If a mishap involving services under this contract results in an injury, the Contractor shall report the incident to the EODGRU COR/TA and procuring Contracting Officer (PCO) within 2 hours or as soon as possible once the proper emergency medical care has been initiated. If the U.S. Navy conducts an investigation of the accident, the Contractor (including all Sub-Contractors) shall cooperate with the government personnel until the investigation is completed. The Contractor shall allow authorized government representatives access to the Contractor's facilities, personnel, and safety program documentation.

6.1.4 Medical Care Requirement: Emergency medical care is available in government facilities to contractor employees who suffer on-the-job injury or illness. The Contractor shall make care reimbursement to the appropriate Navy collection agent upon receipt of statement(s).

## 6.2 SECURITY REQUIREMENTS:

6.2.1 Unless otherwise indicated, all personnel shall have a current Defense Security Service issued Secret clearance with a current single scope background investigation, which must be maintained during the performance of this contract.

6.2.2 Contractor shall conform to the provisions of OPNAVINST 5510.1 (series) and Department of the Navy Information and Personnel Security Program regulations. DD Form 254 will be provided at the time of award.

6.2.3 Base Access: The Contractor shall adhere to all access requirements as established by the government facility to obtain access. The Contractor shall provide all required information and ensure that employees are capable of accessing the appropriate base prior to start of the contract

6.2.4 Common Access Card (CAC): The Contractor shall ensure each of its employees obtain a Common Access Card (CAC). The government CAC serves as the primary method of identification for the Contractor employees, as well as providing the basis of public key infrastructure access to the U.S. Navy/Marine Corps Intranet, websites, and systems (on and off site), as well as the Secret Internet Protocol Router Network (on site only). The Contractor MUST IMMEDIATELY surrender/return any/all CACs to the Government for employees no longer working on this contract or contract completion.

6.2.5 The Contractor shall advise the COR of contractor personnel who become an employee or ex-employee. The Contractor shall contact the COR whenever a contracted employee resigns, is dismissed, laid-off, or if a change to his/her personnel security clearance status occurs. Additionally, the Contractor shall ensure all ex-employee security access badges and vehicle stickers are returned to the appropriate military authority.

## 6.3 Automated Data Processing ADP ENVIRONMENT.

6.3.1 All reports, technical documentation, etc. must be fully operable with standard Department of Navy (DON), NMCI desktop and portable MS Windows operating based systems unless otherwise specified.

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6.3.2 Content Integrity. The Contractor shall take necessary action, including use of commercially available virus software, to ensure all documentation is free of elements that might be detrimental to the secure operation of the resource operating system, including the following:

6.3.3 Malicious code

6.3.4 Trojans, worms, logic bombs, and other computer viruses

6.3.5 Backdoors

6.3.6 Ad-ware, Spy-ware, or web bugs that have the ability to track user behavior

6.3.7 Code that permits functions that are beyond the actual publicized intent of application capability

6.3.8 Software that will not function properly with the operating system configured secure

6.3.9 Code that permits functions that are beyond the actual publicized intent of application capability

6.3.10 The Contractor shall specifically identify in the proposal the type, amount, and time frames for any Government resources that are required and not listed below. The Government representative will provide the following resources:

6.4 GOVERNMENT FURNISHED INFORMATION (GFI): Initial delivery of required GFI to support this effort shall be provided within 72 hours, or as scheduling permits, from the date of contract award. Subsequent identification of required GFI may necessitate a GFI request by the contractor. Each request shall be either in writing or by electronic mail and directed to the COR. After validating the request for additional GFI, the COR will identify, locate, and deliver the information within ten (10) working days upon receiving the request and will notify the contractor in writing or by electronic mail should additional time be required. The contractor shall acknowledge receipt of all GFI (that is, materials other than those downloaded from websites) in writing or by electronic mail to the COR within five (5) working days after receipt. GFI will be returned to the forwarding Government agency when the effort is completed, or if directed by the COR, destroyed using applicable procedures. The Contractor will have access to the following:

6.5 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED FACILITIES (GFF): Contractor will be provided workspace as necessary when on site performing unit level analysis.

6.6 PRIVACY ACT COMPLIANCE: The Contractor may be in contact with data and information subject to the Privacy Act of 1974 (Title 5 of the U.S. Code Section 552a). The Contractor shall ensure that its employees

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assigned to this effort understand and adhere to the requirements of the Privacy Act and to DOD and DON regulations that implement the Privacy Act. DON policy and procedures implementing the Privacy Act are detailed in SECNAVINST 5211.5 (series), which is available on-line at <http://privacy.navy.mil>. The Contractor shall identify and safeguard data, information and reports accordingly. The Contractor shall ensure that Contractor employees assigned to the contract are trained on properly identifying and handling data and information subject to the Privacy Act prior to commencing work.

6.7 **DISCLOSURE OF INFORMATION:** Information made available to the contractor by the government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

6.7.1 The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

6.8 **LIMITED USE OF DATA:** Performance of this effort may require the Contractor to access and use data and information proprietary to a government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the government, except to authorized government personnel, or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the government between the contractor and the data owner which provides for greater rights to the contractor.

6.8.1 Any government information obtained, or managed, by the Contractor, during performance of this contract, shall be returned to the government when requested. This includes, but is not limited to: Quality Assurance records, Maintenance records, Equipment replacement records, etc.

6.9 **HOURS OF WORK:** The work day will be 8 hours long plus 30 minutes for lunch with the core working hours being from 9:00 AM to 3:00 PM, Monday through Friday, with the exception of Federal government holidays, or when the government facility is closed due to local or national emergencies, administrative closings, or similar government-directed facility closings. Normal working hours include an allowance for a 30 minute lunch period.

6.9.1 **Overtime:** Overtime may be required to perform tasks outlined within Paragraphs 3.0 of this PWS. This will be at the discretion of the Contractor in ensuring milestone are met.

6.10 **GOVERNMENT HOLIDAYS:** The following government holidays are typically observed by government personnel: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential

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Proclamation.

#### 6.11 CONTRACTOR PERSONNEL

6.11.1 The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the Performance Work Statement, including appropriate policies and procedures. Contractor employees shall perform their duties independent of, and without the supervision of, any government official.

6.11.2 The tasks, duties, and responsibilities set forth in this PWS may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying federal policy, obligating the appropriated funds of the United States Government, overseeing the work of federal employees, providing direct personal services to any federal employee, or otherwise violating the prohibitions set forth in parts 7.5 and 37.1 of the Federal Acquisition Regulations (FAR). The Government shall control access to the facility and perform the inspection and acceptance of completed work.

#### 6.12 CONTRACTOR INTERFACES:

6.12.1 The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other contractors working for the government. Such other contractors shall not direct this contractor and/or their subcontractors in any manner. Also, this contractor and/or their subcontractors shall not direct the work of other contractors in any manner.

6.12.2 The Government Contracting Officer will establish an initial contact between the Contractor and other contractors and will participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings / contacts will be established. The COR will be informed and or included in these meetings or conventions.

#### 6.13 PLACE OF PERFORMANCE:

6.13.1 IW/EEO/DTS Support: The primary place of performance is EODGRU TWO 2520 Midway Rd, Virginia Beach, VA 23459-3024.

6.14 PERIOD OF PERFORMANCE: The period of performance will be a base year plus 4 option years.

#### 6.15 TRAVEL:

6.15.1 Travel IS AUTHORIZED to accomplish this task. Travel expenses include airfare, per diem,

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rental car, local travel and miscellaneous expenses as authorized by the JTR. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. No mileage costs will be incurred when travel is within a 50-mile radius of the primary work location. Travel locations include but not limited to:

Rota, Spain

Manama, Bahrain

Djibouti City, Djibouti

6.15.2 Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Travel Regulations (JTR), while not wholly applicable to contractors shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. All necessary travel meeting the above criteria shall be approved in advance by the COR. Exceptions to these guidelines shall be approved in advance by the Contracting Officer or his Designee.

6.16 DELIVERABLES/DELIVERABLE SCHEDULE: In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the COR/TA/FCMO, unless otherwise agreed upon, in an accurate and timely manner. Reports shall be provided in Excel Spreadsheet for maintenance history, Microsoft Power Point for Assessment out-briefs and Microsoft Word. The reports specified herein shall be forwarded by traceable means to locations specified by the COR and assigned TA. "Traceable" means shall be defined as a cover letter, identifying the task and deliverable being sent, along with a properly filled out Task Action Memorandum (TAM) for each product. The cover letter shall include a statement indicating to what other activities the product has been delivered. Reports shall be delivered to the COR, TA, Force Contract Management Office for review and acceptance. In addition to the reports identified in paragraphs 4.2 and 4.3 the deliverables are:

6.16.1 After Action Trip Report: The Contractor shall document the efforts performed while on travel, due within 5calendar days from trip completion. The report format may be at the Contractor's discretion, but the report may be modified at the COR's request. At a minimum, the After Action Trip Report shall include:

- Summary: The Contractor shall provide a summary of work, and activities, accomplished during the reporting period.
- Findings/Recommendations
- Problems Encountered: The Contractor shall provide a brief summary of any problems, issues or delays identified/encountered and recommendations as to their resolution, or any corrective action that was taken to correct identified problems.
- Personnel Briefed
- Breakdown of travel costs, indicating amount expended, and amount remaining.

6.17 INSPECTION AND ACCEPTANCE CRITERIA: Final inspection and acceptance of all work performed at the place of delivery, will be accepted by the TA. Results will be provided to the COR. Reports and other deliverables will be accepted by the COR, and in accordance with the Quality Assurance Surveillance Plan (QASP).

7.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

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

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### **EXPLOSIVE ORDNANCE GROUP TWO (EODGRU TWO)**

### **DEFENSE TRAVEL SYSTEM SUPPORT SERVICES**

#### **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 and in subsequent task orders issued thereunder. 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 the Federal Acquisition Regulation (FAR) 52.212-4 "CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), paragraph (a), which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative.

#### **3.0 SCOPE**

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 contractor's performance will be evaluated by the Government as described in this QASP. The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed at the end of each twelve-month period of performance thereafter until the contractor completes performance under all tasks. For each period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the period but will not include cumulative information from prior reports although performance trends may be determined.

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract.

#### **4.0 GOVERNMENT RESOURCES**

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The following definitions for Government resources are applicable to this plan:

**Contracting Officer** – A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

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

## 5.0 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.

**Contracting Officer's Representative (COR)** – The COR is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

## 6.0 METHODS OF QUALITY ASSURANCE SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

**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 COR. The COR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The COR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist.

**Routine Inspections** – Each phase of the services rendered under the contract will be subjected to Government inspection during the Contractor's operations and after completion of a task. Inspections may be routine functions

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performed by the COR, or performed by the designated technical representative of the installation. During the performance of the contract, the Contractor shall not be permitted to substitute Government inspections for effective quality control. Government inspections may be conducted in an unannounced manner by the COR or designated technical representatives. The COR will maintain Contract Discrepancy Reports (CDR) of which copies will be provided to the Contractor. Within three days, the Contractor shall reply in writing to the CDR by stating reason(s) for unsatisfactory performance (s) and shall identify the corrective action (s) that will be taken to prevent recurrence(s).

**Performance Evaluation Meetings** – During the first two months of the contract, the Contractor’s Project Manager will meet weekly with the COR. Such meetings will be conducted at least monthly thereafter. The purpose of these meetings will be to review the Contractor’s performance and will include the issuance of any CDR(s) issued during the period. A mutual effort will be made to resolve all problems identified.

**Random Checks/Inspections on Completion of Workload Tasking’s** – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The COR and/or training site representatives 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 training site representatives, will track the number of safety mishaps and near hit/miss incidences utilizing the contractor monthly reports.

## **7.0 IDENTIFIED QUALITY ASSURANCE SURVEILLANCE ITEMS**

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

## **8.0 DOCUMENTATION**

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

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- 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.

**Quality Assurance Surveillance Plan Matrix.** These are the standards against which the contractor's performance work on this contract will be measured.

## EODGRU TWO

### DEFENSE TRAVEL SYSTEM (DTS) SUPPORT SERVICES

#### QASP MATRIX

Deliverable or Service Requirement	Performance Standard	Measurement/Metric	Maximum Error Rate	Method of Surveillance	Procedures to be taken when performance standards are not met
Monthly Progress Reports	Contractor shall provide Monthly Status reports (MSR) to the NECC TA/FCMO. Report format and contents shall be determined by the Technical Representatives.	Accuracy	5%	Routine inspection	Request corrective action from contractor in accordance with Quality Assurance Plan and/or request notification of extenuating circumstances.
	Within 5 days (defined as working days) after end of reporting period	Timeliness	5%	Routine inspection	Documenting poor performance in Contract Deficiency Report (CDR) or requesting consideration from Contractor.
Status/ Final Report	Provide report reflecting entire contract period of performance showing financial status and pending issues before contract end	Accuracy	5%	Routine inspection/ Customer feedback	Request corrective action from contractor in accordance with Quality Assurance Plan and/or request notification of extenuating circumstances.
	Within 30 days (defined as working days)	Timeliness	5%		Documenting poor

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	after completion of contract				performance in Contract Deficiency Report (CDR) or requesting consideration from Contractor.
Support of safe training environment/adherence to applicable instructions, policies, and procedures	<p>Completed invoices will include the fixed price cost for the convenings taught, as well as any reimbursement for travel and per diem.</p> <p>Within five (5) working days after return from travel.</p>	<p>Number of safety mishaps or near hit/miss incidents involving contract instructors. Documented instances of contract instructor failure to follow/comply with applicable safety practices, policies and procedures. Number of mishaps avoided as a result of contract instructor action.</p>	<p>5%</p> <p>5%</p>	<p>Random Checks/ Inspections and Monthly Reports</p>	<p>Based on severity of event, could result in action ranging from supplemental training to disqualification of contract instructor</p> <p>COR may report Contractor Performance in Assessment Reporting System (CPARS).</p> <p>Mishaps prevented will reflect favorably in CPARS.</p>
ADP Environment	Frequency	Contractor shall not have more than a 20% turnover rate during the life of the contract	0%	COR Assessment/ Performance Evaluation	<p>Contractor will reevaluate Quality Assurance Plan, contractor conduct a "Lessons Learned" review and take actions to be successful in the future.</p> <p>If recommended corrections are not incorporated as prescribed by performance standard, the Government will increase oversight, and will increase the frequency of classroom monitoring at the contractor's expense.</p>

					COR may report to Contractor Performance Assessment Reporting System (CPARS)
Government Furnished Information (GFI)	Timeliness	<p>Initial delivery of required GFI to support this effort shall be provided within 72 hours, or as scheduling permits, from the date of contract award.</p> <p>The contractor shall acknowledge receipt of all GFI (that is, materials other than those downloaded from websites) in writing or by electronic mail to the COR within five (5) working days after receipt.</p>	5%	COR Assessment/ Performance Evaluation	<p>Request corrective action from contractor in accordance with Quality Assurance Plan and/or request notification of extenuating circumstances</p> <p>Documenting poor performance in Contract Deficiency Report (CDR) or requesting consideration from Contractor.</p>
Travel – After Action Trip Report	Quality	<p>Travel expenses include airfare, per diem, rental car, local travel and miscellaneous expenses as authorized by the JTR</p> <p>Contractor shall document the efforts performed while on travel, due within 5 calendar days from trip completion.</p>	1%	COR Assessment/ Performance Evaluation	<p>Request corrective action from contractor in accordance with Quality Assurance Plan and/or request notification of extenuating circumstances</p> <p>Documenting poor performance in Contract Deficiency Report (CDR) or requesting consideration from Contractor.</p>

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/30/2016 - 9/29/2017
9000	10/1/2016 - 9/30/2017

### CLIN - DELIVERIES OR PERFORMANCE

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

8000	09/30/2016 - 09/29/2017
9000	09/30/2016 - 09/29/2017

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

8001	09/30/2017 - 09/29/2018
9001	09/30/2017 - 09/29/2018
8002	09/30/2018 - 09/29/2019
9002	09/30/2018 - 09/29/2019
8003	09/30/2019 - 09/29/2020
9003	09/30/2019 - 09/29/2020
8004	09/30/2020 - 09/29/2021
9004	09/30/2020 - 09/29/2021

Services to be performed hereunder will be provided at Commander, Expeditionary Combat Command, JEB LC, Building 3504, 1575 Gator Blvd, Virginia Beach, VA 23459-3024.

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## SECTION G CONTRACT ADMINISTRATION DATA

### 252.204-7006 Billing Instructions

As prescribed in 204.7109, use the following clause:

#### BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

### PGI 204.7108 Payment instructions

(a) Scope. This section applies to contracts and any separately priced orders that--

(1) Include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items);

(2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart, the contracting officer shall insert numbered instructions in Section G (Contract Administration Data), to permit the paying office to charge the accounting classification citations assigned to that contract line item (see DFARS 204.7104-1(a)) in a manner that reflects the performance of work on the contract. When incorporating clauses by reference in Section G, cite the clause number, title, and date. If additional accounting classification citations are subsequently added, the payment instructions must be modified to include the additional accounting classification citations. Also, contracting officers shall not issue modifications that would create retroactive changes to payment instructions. All payment instruction changes shall be effective as of the date of the modification. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(c) Payment instructions—

(1) Shall provide a methodology for the payment office to assign payments to the appropriate accounting classification citation(s), based on anticipated contract work performance;

(2) Shall be consistent with the reasons for the establishment of separate contract line items;

(3) Shall be selected from those provided in paragraph (d) of this section;

(4) Shall be revised to address the impact of changes to contract funding or significant disparities between existing instructions and actual contract performance;

(5) Shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied;

(6) Shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item;

(7) For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-

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materials/labor-hour line items, shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items;

(8) For contracts or orders that contain foreign military sales requirements, shall include instructions for distribution of the contract financing payments to each country's account; and

(9) Shall use one of the standard payment instructions in paragraphs (d)(7) through (11) of this section unless the contracting officer documents in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request.

(d) The numbered payment instructions ((d)(1) through (12)) below correspond to the automated payment instructions in the supporting systems; therefore, care should be exercised when identifying the numbered instructions below in Section G of the contract. Include either one contract-wide instruction or one or more line item specific instructions. The contracting officer shall not use a combination of contract-wide and line item specific instructions.

(4) Line item specific: by fiscal year. If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first, insert the following:

**252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous SCRN before paying from the next ACRN using the following sequential order: Alpha/Alpha;

Alpha/numeric; numeric/alpha; and numeric/numeric.

**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/>.

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(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).

COMBO

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

Not Applicable

(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	060951
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	V55322
Service Acceptor (DoDAAC)	V55322
Accept at Other DoDAAC	

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LPO DoDAAC	V55322
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

**MULTIPLE INVOICES AND PAYMENTS ARE PERMITTED**

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

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

LS2 Rebeca Ollesh 757-462-1719 ext. 3005 Email: [rebeca.ollesh@navy.mil](mailto:rebeca.ollesh@navy.mil)

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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.

Not Applicable

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

(End of clause)

**5252.243-9400 Authorized Changes Only By the Contracting Officer**

(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

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made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting Officer is:

NAME: CONTRACTING OFFICER  
FLEET LOGISITICS CENTER (FLC) NORFOLK  
ADDRESS: 1968 GILBERT STREET, SUITE 600  
NORFOLK, VA 23511

(End of Clause)

### **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: Jill H. Joscelyn-Smith  
Address: NAVSUP Fleet Logistics Center (FLC) Norfolk,

Contracting Department

1968 Gilbert Street, Suite 600

Norfolk, VA 23511

Phone: 757-443-1219

Email: [jill.joscelyn@navy.mil](mailto:jill.joscelyn@navy.mil)

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: Shawnta R. Wells  
Address: NAVSUP Fleet Logistics Center (FLC) Norfolk,

Contracting Department

1968 Gilbert Street, Suite 600

Norfolk, VA 23511

Phone: 757-443-1419

Email: [shawnta.wells@navy.mil](mailto:shawnta.wells@navy.mil)

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.

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Not Applicable

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

5. CONTRACTING OFFICER 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: LTJG Gregory T. Cummins

Address: 1575 Gator Blvd, Bldg 3504

Virginia Beach, VA 23459-3024

Phone: (757) 462-1719 x3037

Email: [gregory.cummins@navy.mil](mailto:gregory.cummins@navy.mil)

(End of text)

### **CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS**

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

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

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

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS

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42.302 except those areas otherwise designated as the responsibility of the Contracting Officer Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The 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 or CAO.

(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 or CAO 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 or CAO 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 or CAO, 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 or CAO 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 or CAO) 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

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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.

(3) The COR must take prompt action to provide the PCO or CAO 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 or CAO, of a written, annual evaluation of the contractor's 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.

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- 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.
- 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
8000	N4027316RC038AD	61100.04
LLA :		
AA 17618004 60CC 252 4582A D 060951 2D C038AD 40273637MGAQ		
9000	N4027316RC038AD	6500.00
LLA :		
AA 17618004 60CC 252 4582A D 060951 2D C038AD 40273637MGAQ		

BASE Funding 67600.04  
Cumulative Funding 67600.04

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

**This Task Order is being set aside for Service-Disabled Veteran Owned Small Business (SDVOSB).**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a Service Disabled 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.

(End of text)

### **5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information**

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

#### **APPLICABILITY**

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

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

#### **ACCESS TO FEDERAL FACILITIES**

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

#### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions

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which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLCL) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain. Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### **INTERIM ACCESS**

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

#### **DENIAL OR TERMINATION OF ACCESS**

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

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

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

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

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

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled

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base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required. Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination. If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

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

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

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

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

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

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SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

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

(End of text)

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## **SECTION I CONTRACT CLAUSES**

In addition to the clauses included in the base Seaport-e contract, the following clauses are included:

52.217-5 Evaluation Of Options

52.219-6 Notice of Total Small Business Set-Aside

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside

52.222-41 Service Contract Labor Standards (Mary 2014)

52.222-55 Minimum Wages Under Executive Order 13658

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

52.222-54 Employment Eligibility Verification

52.225-13 Restrictions on Certain Foreign Purchases

52.228-5 Insurance – Work on a Government Installation

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

52.233-1 Alt I Disputes

52.236-13 Alt I Accident Prevention

52.237-2 Protection Of Government Buildings, Equipment, And Vegetation

52.245-1 Government Property

52.245-9 Use and Charges

52.247-34 F.O.B. Destination

252.204-7012 Safeguarding of Unclassified Controlled Technical Information

252.204-7015 Disclosure of Information to Litigation Support Contractors

252.211-7007 Reporting of Government-Furnished Property

252.223-7006 Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials

252.232-7007 Limitation of Funds-FFP

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property

252.245-7002 Reporting Loss of Government Property

252.245-7003 Contractor Property Management System Administration

252.245-7004 Reporting, Reutilization, and Disposal

### **CLAUSES INCORPORATED BY FULL TEXT**

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **7 days** of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within **7 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **14 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months**.

(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*

Labor Category	Occupational Code/ Grade	Monetary Wage – Hourly Rate
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Program Analyst	GS-0343-09	\$23.46
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Program Analyst	GS-0343-11	\$28.39
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Program Analyst	GS-0343-12	\$34.03
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(End of Clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APRIL 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

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(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

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(End of clause)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or 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) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment I - DOL Wage Determination

Attachment II - Contract Discrepancy Report (CDR)