

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-10-D-6237		2. DELIVERY ORDER NO. N4008517F3000		3. EFFECTIVE DATE 2017 Sep 21		4. PURCH REQUEST NO. N6146317RC0001		5. PRIORITY Unrated		
6. ISSUED BY NAVFAC Mid-Atlantic 9742 Maryland Avenue Norfolk VA 23511-8732 Andres Medina/ACQ3 757-341-1663			CODE N40085	7. ADMINISTERED BY NAVFAC Mid-Atlantic 9742 Maryland Avenue Norfolk VA 23511-8732			CODE N40085	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR Planate Management Group LLC 3631 Ransom Place Alexandria VA 22306			CODE 4XZF6	FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Cleveland Anthony J. Celebrezze Federal Building, 1240 East 9th Street Cleveland OH 44199-2055			CODE N68732	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.							
NAME OF CONTRACTOR Planate Management Group LLC			SIGNATURE Jonathan B. Larson		TYPED NAME AND TITLE Vice President of Business Operations		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  BY: /s/Andres Medina			25. TOTAL			
							26. DIFFERENCES			
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		
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE		g. E-MAIL ADDRESS		FINAL						
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		PARTIAL				35. BILL OF LADING NO.		
				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

Only 12 planners are funded at this time the remaining planner will be funded at later date via a task order Modification.

This amendment is to revise CLIN 8015 and the SOW attachment section C.1.

### A.1 TYPE OF CONTRACT

Award of this solicitation will result in a Firm Fixed Price (FFP) task order.

### A.2 SERVICE REQUIREMENTS

The outcome to be achieved is thirteen (13) each Community Planners at various locations in support of NAVFAC MIDLANT Area of Responsibility (AOR) primarily in the Hampton Roads VA (AOR). This requirement is for execution of the standard NAVFAC Planning Products & Services. The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

This is a follow on to N00178-10-D-6237 Task order WE01.

### A.3 LOCATION

As shown in Section C, the work to be performed under this solicitation and resulting task order is within the NAVFAC MIDLANT Area of Responsibility (AOR) primarily in the Hampton Roads VA (AOR).

### A.4 COMPETITION ENVIRONMENT

This contract is solicited as Service Disable Veteran Own Small Businesses.

Only those contractors containing a SeaPort-e IDIQ MAC in the Mid-Atlantic Region will be considered for this procurement.

### A.5 NAICS CODE

The NAICS code is 541330, Engineering Services.

### A.6 SECTION L&M, PROPOSAL

### A.6 SECTION L&M, PROPOSAL INSTRUCTIONS

See Section L for instructions regarding Pre-award Inquiries/Requests for Information (RFI) and how to package and submit proposals. Proposals are to be submitted via SeaPort-e only, as instructed in Section L.

See Section M for the evaluation factors.

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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	C211	Community Planners (13 ea) (O&MN,N)				
8003	C211	Overtime Rate for CLIN 8000 (O&MN,N)				
8004	C211	TRAVEL (O&MN,N)				
8005	C211	Community Planners (13 ea) (OPN) Option				
8007	C211	Overtime Rate (OPN) Option				
8008	C211	TRAVEL (OPN) Option				
8009	C211	Community Planners (13 ea) Option 2 (OPN) Option				
8011	C211	Overtime Rate Option 2 (OPN) Option				
8012	C211	Travel Option 2 (OPN) Option				
8013	C211	Community Planners (13 ea) Option 3 (OPN) Option				
8015	C211	Overtime Rate Option 3 (OPN) Option				
8016	C211	Travel Option 3 (OPN) Option				
8017	C211	Community Planners (13 ea) Option 4 (OPN) Option				
8019	C211	Overtime rate Option 4 (OPN) Option				
8020	C211	TRAVEL Option 4 (OPN) Option				

### B.1 FULLY LOADED PRICING

All pricing shall be fully loaded. no other allocations, fees, O/Hs, G&A, and profits will be applied when an option is exercised.

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS)

#### FOR

#### COMMUNITY PLANNERS

### C.1 GENERAL REQUIREMENTS

The contractor shall provide professional labor support services to the Government in support of the Naval Facilities Engineering Command Mid-Atlantic (NAVFAC MIDLANT). NAVFAC is the Systems Command that builds and maintains sustainable facilities, delivers utilities and services, and provides Navy expeditionary combat force capabilities.

The work is in support of the NAVFAC Mid-Atlantic, Asset Management (AM) Business Line. This requirement is for execution of the standard NAVFAC Planning Products & Services. The primary work sites will be in the Hampton Roads area of Virginia, but other locations within the Mid-Atlantic AOR are also possible, as shown in the table below.

The Contractor shall provide all labor, management, supervision, tools, travel, material, and equipment necessary to perform this contract task order, with the exception of government furnished material at the following possible locations (with the determination of the proposed mix of locations to be provided by the COR at NAVFAC Mid-Atlantic):

<b>Location</b>	<b>Period of Performance</b>	<b>Maximum Effort (NTE) (est.)</b>
Naval Station Norfolk, Norfolk, VA	One year (Dates to be determined at time of award)	6000 hours
Naval Station Oceana, Virginia Beach, VA	One year (Dates to be determined at time of award)	2000 hours
Joint Expeditionary Base Little Creek – Ft. Story, Virginia Beach, VA	One year (Dates to be determined at time of award)	2000 hours
Norfolk Naval Shipyard, Portsmouth, VA	One year (Dates to be determined at time of award)	2000 hours

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NSA Hampton Roads, Norfolk, VA	One year (Dates to be determined at time of award)	2000 hours
Midlant IPT Hampton Roads, Norfolk, VA	One year (Dates to be determined at time of award)	2000 hours
Midlant North IPT, Norfolk, VA	One year (Dates to be determined at time of award)	2000 hours
Naval Weapons Station Yorktown, Yorktown, VA	One year (Dates to be determined at time of award)	2000 hours
Portsmouth Naval Shipyard, Kittery, ME	One year (Dates to be determined at time of award)	2000 hours
SUBASE New London, New London, CT	One year (Dates to be determined at time of award)	2000 hours
Naval Station Newport, Newport, RI	One year (Dates to be determined at time of award)	2000 hours
Naval Station Mechanicsburg, Mechanicsburg, PA	One year (Dates to be determined at time of award)	2000 hours
Weapons Station Earle, Earle, NJ	One year (Dates to be determined at time of award)	2000 hours
Naval Station Great Lakes, North Chicago, IL	One year (Dates to be determined at time of award)	2000 hours
Naval Weapons Station, Crane, IN	One year (Dates to be determined at time of award)	2000 hours
Marine Corps Air Station Camp Lejeune, Jacksonville, NC	One year (Dates to be determined at time of award)	2000 hours

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing technically qualified personnel to perform the work specified in this SOW.

The Contractor shall provide oversight and administration of all Contractor staff, including addressing all Community Management and Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals.

The work history of each Contract employee must contain experience directly related to the task and function he/she is intended to perform under this contract. The Government reserves the right, during the life of this contract, to request the work history of a Contract employee for the purpose of verifying compliance with the requirements of the task order.

## **C.2 SCOPE**

Planning Products & Services included in the scope include but are not limited to:

a. Regional Plans & Studies - Preparation of plans & studies that address the infrastructure investment requirements and strategies at the regional scale. These plans can be functional or platform-based, are broadly scoped, and guide more detailed installation planning efforts. Plans

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can involve more than one installation within the region including plans for fleet concentration areas. Examples are:Regional Integration Plans (RIPs) and Functional Regional Shore Infrastructure Plans (RSIP), Special planning studies, and Business Case Analyses.

b. Installation Plans & Studies - This includes plans that are at or within the installation level that address both the Land Use and Capital Investment requirements. Examples are:Installation Development Plans (IDPs), Capital Improvement Plans and Recapitalization Plans, Installation Appearance Plan (IAP), Antiterrorism/Force Protection (ATFP) Plans, Master Plans, Land Use Development Plans, Shore Capability Area (SCA) studies, and Special planning studies that cover this area are also included.

c. Encroachment Management Plans & Studies - This product includes Encroachment Action Plans and Encroachment Partnering projects.AICUZ & RAICUZ plans include AICUZ, Noise, and Naval Aviation Simulation Model (NASMOD) studies.

d. Basic Facility Requirements (BFR) and Facility Planning Document (FPD) Preparation -Preparation of Basic Facility Requirements (BFRs) and Facility Planning Documents (FPDs) for significant efforts (fence-to-fence, functional, etc.) or to meet 20% update requirement, as well as for Platform BFRs.This effort includes updating BFRs, and FPDs in iNFADS.

e. Asset Evaluation of Facilities - Performance of Asset Evaluations (AEs) needed to maintain data currency.The effort involves updating property records as well as the corresponding asset related fields on the FPDs in iNFADS.

f. Site Approval Documents - Preparation of documentation and requests, as well as conducting & tracking review/approval process to final approval (which also includes requests for technical review as required). Documentation includes graphics associated with each request and any associated PR/BFR/FPD updates required to support project.This includes all Safety and Non-Safety related site approvals, and WEBSAR inputs and tracking.

g. Planning Services - This service includes the following:AICUZ/RAICUZ program management and oversight; 20G/H technical consultation and ADA investigations, and general planning technical consultations.

h. MILCON Installation/PWD 1391 Project Development - Development of a MILCON Installation/PWD 1391 package.Products include, as required:DD 1391 (entered into EPG), project scope, ROM cost estimate, economic analysis, updated PRs/BFRs/FPDs, and location map/site plan. Also includes development of Project Data Sheets, Project Readiness Sheet, Business Case Analysis (for NF), Siting analysis, EV checklist, RONA and CATEX (if applicable); development of briefing slides for Region, ARE/ RMIG support; and update of various date related to ratings used in Project Data Sheets.

i. Sustainment, Restoration, and Modernization (SRM) Project Development - Development of an SRM Project package. Includes validation and clarification of project scope. The Project Package (as required) includes: DD 1391 (entered into EPG), detailed cost estimates by work classification, location map and site plans, site approval request, economic analysis, safety

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system review/documents, updated PRs/BFRs/FPDs, NEPA (Categorical Exclusion), ATFP questionnaire, FRES/iNFADS data, photographs, and SRM Project checklist. Site approval request and NEPA documentation are provided under separate P&S codes. Includes NWCF, MC, tenant projects, DASN packages, GWOT, IAP, ARRA and NAF Projects as well as "specifics". Includes Dredging projects and permit coordination.

j. Enhanced Use Lease (EUL) - Includes identification of site alternatives and Market Feasibility Studies (Phase 1).

h. Space Planning - Provide Draft Space requests in accordance with current Regional space management instructions. Manage space requests, letters and documentation. Analyze, propose and staff space request solutions; facilitate meetings. Work with Region (ARE) on requests spanning Installations. Accommodate churn - multiple requests, briefings and preparations - sometimes to RMIG level. Provide coordination on outfitting of space with tenants.

k. CNIC/Other Claimant/Data Calls / Support - Data calls, historical data, and reporting; Coordination with other BL and FEAD support; FP budget input, tracking and spend plans; ST budget input, tracking and spend plans; Congressional taskers and special interest items; RFI's; Tenant support, meetings, info, consult; work permits; Design reviews; and support of Fleet Civil Engineer and/or CNIC.

l. Real Estate Requirements Generation - Requirements generation of Real Estate Requests, all work in this item is PRIOR to RES Execution; Ingrants / Out grants (Development, Renewals, Request letters); Leases, licenses, and permits requirements development; EUL Phase I and II support, site identification; Encroachment partnering coordination, Acquisitions and Disposals document preparation and request letters; PPV coordination (land swap, siting, access, represent Installation interests); and modular / Trailer request packages, includes cost analysis, siting and requirements.

### **C.3 OTHER PERFORMANCE REQUIREMENTS**

**3.1 Training** - Professional certifications that have a requirement for "Continuous Learning" shall be met and maintained at the Contractor's expense. Government may provide other training as deemed appropriate.

**3.2 Security Requirements** - Unless otherwise determined by NAVFAC ML, work under this task order is unclassified. However, Trustworthiness Security, see paragraph 3.3, is required as determined by NAVFAC ML. The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this Contract. The Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and government personnel work products, which are obtained or generated in the performance of this task order. The Contractor must pass a background investigation if required.

### **3.3 Trustworthiness Security – Navy Contract**

Reference is hereby made to Navy awarded contracts requiring Contractor access to Navy

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information systems, sensitive unclassified information or areas critical to the operations of the command. Although this contract is not classified and therefore Contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DoN Computer systems must pass a National Agency Check to verify their trustworthiness and the Contractor shall provide acceptable substitute(s) for those personnel that are rejected. Also, Command will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required for the Contractor employees.

The following addresses those requirements for Trustworthiness Security. "Each Contractor employee will have a favorably completed National Agency Check (NAC). If Contractor personnel currently have a favorably adjudicated NAC the Contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27, Visit Request Form. The visit request will be renewed annually or for the duration of the contract if less than one year. If no previous investigation exists the Contractor personnel will complete the requirement for a Trustworthiness NAC."

If the Contractor employee is a Foreign National, prior approval of the Information Assurance Manager (IAM) is required. Access may be granted to Foreign Nationals who have a need to know, when at least one of the following applies:

- a. Foreign National is employed by DoD, or
- b. Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- c. Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the Command Security Manager. The Contractor shall provide the completed SF-85P and two applicant fingerprint cards (FD 258). The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (OPM) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the Contractor advising whether or not the Contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.



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Trustworthiness determinations are the sole prerogative of the Commanding Officer of the sponsor activity. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

**3.4 Contractor Interface** - The Contractor and/or his Sub-Contractors 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 or this Contractor's Sub-Contractors in any manner. Also, this Contractor and/or its Sub-Contractors shall not direct the work of such other Contractors in any manner.

**3.5 Non-Personal Services Statement** - Contractor employees performing services under this Contract will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

**3.6 Disclosure of Information** - Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government

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records and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is 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. The Contractor and all employees having access to information shall be required to execute a non-disclosure agreement and provide all original signatures to the orientation briefing.

**3.7 Access to Proprietary 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 except to authorize Government personnel or upon written approval of the Contracting Officer (KO). 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 greater rights to the Contractor.

**3.8 Organizational Conflicts of Interest** - The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize or mitigate such conflicts of interest in accordance with the principles set forth in the FAR. If performance of any SOW requires the Contractor (to include Sub-Contractors) to supply technical support related to systems or projects with which the Contractor is already directly concerned, either by prime or subcontract, the Contractor shall so immediately inform the Contracting Officer. The SOW may be withdrawn if a conflict is found. The Contractor shall not undertake performance of any SOW that requires it to supply technical support regarding such systems until the notice is given and written consent to proceed is issued by the Contracting Officer.

**3.9 Hours of Work** - Contract employees' work schedules will be compatible with the Government's operating hours. Typically, operating hours are 7:00 AM to 3:30 PM, Monday through Friday, with the exception of Federal Government holidays. Normally, a shift will consist of eight working hours and conform to customer's working hours. Shift work may be required in the performance of this contract. Work on both second and third shifts may be ordered. First shift is defined as work starting between the hours of 6:00 AM and 12:00 PM. Second shift is defined as work starting between the hours of 12:01 PM and 23:00 PM. Third shift is defined as work starting between the hours of 23:01 PM and 5:59 AM. Contractor requests for alternate working schedules shall require approval from the Designated Point of Contact.

**3.10 Overtime** - Overtime may be required and authorized by the Contracting Officer. Overtime is employee effort in excess of forty (40) hours in a standard work week, or if otherwise required by law is defined as employee effort in excess of eight (8) hours per day. In order for the

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Government to pay overtime labor rates, the task order must have previously authorized the overtime. The Government will not be liable for payment of overtime that was not authorized by the Contracting Officer in a task order.

**3.11 Productive Direct Labor Hours** - The Contractor shall charge the Government only for “Productive Direct Labor Hours”. “Productive Direct Labor Hours” are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures. It is anticipated that the majority of the contractor employees will be full-time. Full-time employee is defined as 80 hours/two weeks for exempt employees and 8 hours a day for non-exempt employees. Part time employees can be provided under this contract with the approval from the Designated Point of Contact and if the person(s) possess a special knowledge or skill required by the contract. Coordination is required for space and computer concerns. The part –time employees cannot exceed the full-time equivalent hours provided.

**3.12 Government Holidays** - The following Government holidays are normally observed by Government personnel: New Year’s Day, Martin Luther King’s Birthday, 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 Proclamation. Government personnel also take other kinds of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures. Contract employees will not work on Government holidays or administrative leave days, and these hours should not be included in the productive direct labor hours.

**3.13 Payment for Unauthorized Work** - No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

**3.14 Contractor Personnel** - The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as Sub-Contractor 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 statement of work. Resumes submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

**3.14.1 - Maintaining Satisfactory Performance** - The Contractor's Program Manager

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shall meet with the KO/COR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government / Contractor procedures. At these meetings, a mutual effort will be made to resolve and problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

**3.14.2 - Program Manager** - The Contractor shall provide a Program Manager to facilitate Government-Contractor communications. The Program Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (KO) located at NAVFAC ML, Naval Station Norfolk, Bldg Z-140, Room 114. The name of this person, and an alternate or alternates, who shall act for the Contractor when the Program Manager is absent, shall be designated in writing to the KO. The Program Manager or alternate will have full authority to act for the Contractor on all contract matters relating to daily operations. The Program Manager shall be the Contractor's authorized point of contact with the Government KO and the designated point of contact. The Program Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

The Program Manager or alternate must be available during normal duty hours, as specified herein and to meet with Government personnel within 24 hours to discuss issues.

The Contractor's Program Manager shall meet with the Contracting Officer/Designated point of contact as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

The Program Manager's effort shall be incorporated into the hourly rate of the required positions and will not be funded separately.

**3.14.3 - Physical Security** - The Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the end of normal duty hours and/or after normal duty hours, all Government facilities, equipment and materials must be secured.

**3.14.4 - Key Controls** - The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not

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used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government. The Contractor shall immediately report (within one hour) to the CO any occurrences of lost or duplicated keys.

In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the KO, to re-key or replace the affected lock or locks at no cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. If a master key is lost or duplicated, the Government will replace all locks and keys for that system and deduct the total cost of that replacement from the monthly payment due the Contractor.

The Contractor must prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. Opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of work requirements in those areas is prohibited.

#### **C.4 PLACE OF PERFORMANCE**

Services may be provided off-site, on-site, or a combination thereof, within the NAVFAC ML Area of Responsibility depending on the position description requirements. The proposed work sites are identified in paragraph C.1 above with the proposed mix of personnel sites to be determined by the Government POC. Additional locations within the NAVFAC ML area of responsibility may also be considered. Per diem for Contractor employees that commute beyond a 50 mile radius to their work site location will not be reimbursed by the Government.

#### **C.5 PERIOD OF PERFORMANCE**

The full performance period will end one year from the date of the actual award with two one-year option periods.

**5.1 Certificate of Insurance** – The Contractor shall provide a Certificate of Insurance within fifteen (15) working days after contract award and at least thirty (30) calendar days written notice prior to cancellation or material change or policy coverage. See Section H, paragraph H.1 for more detailed information.

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**5.2 Personnel List, Organizational Chart, and Employee Listing** – The Contractor shall submit a Personnel list addressing the personnel qualifications in accordance with the scope of services and an Organization Chart within fifteen (15) days after award. The Contractor shall provide a listing of employees to the Government upon request. See Paragraph 17.3 for more detailed information.

**5.3 Department of Homeland Security (DHS) Form I-9, Employment Eligibility Verification** – The Contractor shall provide the DHS form I-9 prior to the start of work for any Contractor or subcontractor employee. See Section H, paragraph H.11 for more detailed information.

**5.4 Accident Prevention Plan** – The Contractor shall provide an Accident Prevention Plan (APP) within fifteen (15) days after award. The Contractor shall review, update, submit a revised APP annually and within fifteen (15) calendar days of a change in work conditions, hazards, or activities occur. See paragraph 17.22 for more detailed information.

**5.5 Accident and Damage Reporting/Notification** – The Contractor shall report an accident or property damage as soon as practicable, but not later than four (4) hours after occurrence. See paragraph 17.25 for more detailed information.

**5.6 Drug Abuse Prevention Plan** – The Contractor shall provide a Drug Abuse Prevention Plan within thirty (30) days for contract award. See paragraph 17.23 for more detailed information.

**5.7 Safety Certification** – The Contractor shall provide copies of all required Federal, state, county, city or industry related certifications for work performed under this Contract. Provide new versions of certifications as the old certifications expire.

**5.8 Review and Acceptance of Work** – Review and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery (work site) by the designated point of contact. Acceptance by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of the contract.

**5.9 General Performance Standards** – General quality measures, as set forth below, will be

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applied to each work product received from the Contractor under this statement of work.

- a. Accuracy – Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- b. Clarity – Work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- c. Consistency to requirements – All work products must satisfy the requirements of this statement of work.
- d. File editing – All text and diagrammatic files shall be editable by the Government.
- e. Format – Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or manuals.
- f. Timeliness – Work products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

**5.10 Monthly Report on Expenditures** – The Contractor is required to submit a monthly report on expenditures by task order and CLIN/SubCLIN/ELIN showing hours ordered, hours used to date, and remaining hours.

## **C.6 QUALITY ASSURANCE**

The Government designated point of contact will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the designated point of contact will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by written approval and acceptance by

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the designated point of contact. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

## **C.7 ADMINISTRATIVE CONSIDERATIONS**

**7.1 Correspondence** - To promote timely and effective administration, correspondence shall be subject to the following procedures:

- a. Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the designated point of contact with an information copy to the Contract Specialist (CS).
  
- b. All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the CS with an information copy to the designated point of contact.

## **7.2 Points of Contact -**

### **7.2.1 – Procuring Contracting Officer (PCO)**

Andres Medina

Contracting Officer

Phone: 757-341-1663

Email: [andres.medina@navy.mil](mailto:andres.medina@navy.mil)

### **7.2.2 – Administering Contracting Officer (ACO) -**



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Andres Medina

Contracting Officer

Phone: 757-341-1663

Email: [andres.medina@navy.mil](mailto:andres.medina@navy.mil)

### **7.2.3 – Contract Specialist -**

Andres Medina

Contracting Officer

Phone: 757-341-1663

Email: [andres.medina@navy.mil](mailto:andres.medina@navy.mil)

### **7.2.4 - Contracting Officer Representative (COR) –**

Sharon Hill

Technical Point of Contact

Phone: 757-341-0685

Email: [Sharon.w.hill@navy.mil](mailto:Sharon.w.hill@navy.mil)

## **C.8 INVOICING**

The Contractor shall bill no more than once monthly. Invoices must include, as a minimum, the following information for each individual:

1. Contract number
2. Contractor name and point of contact
3. Invoice number and date
4. Time Period Covered
5. Total value of contract through modification
6. Percentage of performance complete

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7. Value of completed performance
8. Total of prior payments
9. Amount of this invoice
10. Productive Direct Labor Hours for the current billing period and cumulative to date
11. Labor Category(s)
12. Hourly Rate
13. Any Travel or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date, if authorized.

A designated point of contact will be provided to the Contractor within 10 days after award. All payment requests must be submitted electronically through NAVFAC ML. Hardcopy invoices shall not be accepted, unless requested by NAVFAC ML. "Payment Request" means any request for contract financing payment or invoice payment by a Contractor. To constitute a proper invoice, the payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (Oct 2008)." To ensure the timely processing of invoices NAVFAC ML uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act."

Supporting documentation shall be attached to the invoice in the form of an Adobe PDF file. There is a 4MB limitation on file size for these attachments. "Reimbursement for gasoline will not be made for local travel. The Government however, will reimburse the contractor for gasoline costs outside of a 50-mile radius of its work location. The Contractor is expected to exercise good judgment when incurring travel costs. The Contractor will only be reimbursed for reasonable and necessary travel expenses actually incurred in the performance of official duties in accordance with the provisions of the contract. Receipts must be submitted and support any claim for reimbursement of gasoline."

Refer to DFAR Clause 252.232-7006, Wide Area Workflow Payment Instructions for more invoicing instructions.

### **C.9 REIMBURSABLE OTHER DIRECT COSTS (ODC)**

Training, Travel, Vehicles, Fuel, and other pre-approved miscellaneous costs are considered Other Direct Costs (ODC). The Contractor will be reimbursed for reasonable and necessary costs actually incurred in the performance of the contract. Travel over 50 miles may be required. The Contractor shall obtain Government approval prior to expending any ODCs.

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**9.1 - Training** - Government specific training may be required. Reimbursable training must be only that training that is required to perform the specific duties that are particular to NAVFAC ML operations and procedures. All government specific training shall be approved by the designated point of contact prior to commencement of any training. Training vouchers and supporting documentation must be presented for payment with its invoice. Contractor's office training or employee training required to qualify for minimum scope requirements will not be reimbursable and must be borne by the contractor.

**9.2 - Travel** - Local travel (less than 50 miles) may be required as a condition of Contractor performance and is not reimbursable. All other travel shall be approved, by the designated point of contact, prior to commencement of travel. Approved travel will be reimbursed in accordance with the Federal Travel Regulations. Travel vouchers and supporting documentation must be presented for payment with its invoice. The number of trips is undetermined.

It is expected that Contractor personnel shall be located at or near the Government facilities at duty sites identified and no per diem or relocation costs will be reimbursed under this contract. Travel shall not exceed \$10,000 in each period of performance.

## **C.10 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

Interim and final evaluations of Contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the designated point of contact, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the designated point of contact, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted response time to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the KO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

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## **C.11 SECTION 508 COMPLIANCE REQUIREMENTS**

Not applicable.

## **C.12 GOVERNMENT FURNISHED PROPERTY INFORMATION**

**12.1 - Government Furnished Information** - The Government shall provide introductions to all key Government representatives along with a briefing on their roles and functions in the organization, initial familiarization/orientation of task requirements, and any required hardware and software manuals or other documentation. Published guidance will be provided by the Government as needed, including but not limited to a variety of Federal, Department of Defense, Department of Navy, Naval Facilities Engineering Command, publications, manuals, directives, standards, policies, and procedures.

**12.2 - Government Furnished Facilities, Equipment, Materials, and Services** - The Government shall furnish major tools, equipment, work space, furnishings, office supplies, document duplication facilities, telephone service, and computer resources including access to processors, terminals, printers, software, and data.

## **C.13 CONTRACTOR FURNISHED PROPERTY/INFORMATION**

N/A.

## **C.14 PERSONNEL REQUIREMENTS**

**14.1 - Personnel Definition/Designation** - No substitutions shall be made of accepted personnel except for sudden illness or death, or termination of employment. For the purpose of the overall performance of this effort, the Contractor's Program Manager shall also be considered under Contractor's "personnel". Substitutions shall only be accepted if in compliance with "Substitution of Personnel" provision identified below.

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**14.2 - Substitution of Personnel** - All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the designated point of contact and the Contracting Officer at least two weeks (14 calendar days) in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The designated point of contact and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. The Government reserves the right to request the replacement of Contractor personnel if said personnel does not meet the position experience requirements; is not providing quality deliverables; or is not performing in a professional manner.

**14.3 - Additional Contractor Employee Requirements** - Additional Contractor employee requirements include:

- a. Valid driver's license.
- b. Strong communication skills in the English language, both written and oral.
- c. U.S. citizenship or resident alien. Proof of US Citizenship or resident alien card will be required.
- d. Ability to acquire a Common Access Card (CAC).

## **C.15 ANTICIPATED PERSONNEL NEEDS**

The Contractor Planners are expected to have a 4 year college degree in either Community Planning, Architecture or Engineering. At least 4 years of experience is required in a discipline above, can be private or public sector.

## **C.16 ADDITIONAL PERSONNEL REQUIREMENTS**

**16.1 Management** - The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

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**16.2 Organization Chart** – Not applicable.

**16.3 Employee Listing** - The Contractor shall maintain and provide upon request a current Employee List. The list shall include employee's name, social security number, and level of security clearance.

**16.4 Employee Requirements** - The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.

**16.5 Key Personnel** - The Contractor shall not replace key personnel without approval from the Contracting Officer. See NFAS Clause 5252.237-9301, Substitution of Key Personnel (Jun 1994) for further direction. Within 15 calendar days after award of the contract, for other than qualification requirements required to be submitted with the offer, the Contractor shall submit to the KO a List of Key Personnel and their Qualifications and any additional information requested by the KO to certify their qualifications.

**16.6 Employee Appearance** - The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

**16.7 Employee Conduct** - Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

**16.8 Removal of Employees** - The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.

**16.9 Proof of Legal Residency** - No employee or representative of the Contractor will be

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admitted to the site of work unless satisfactory Proof of Legal Residency is furnished.

**16.10 Common Access Card (CAC)** - The Government will furnish common access cards to eligible Contractor "key" and "additional" personnel. The CAC is the property of the U.S. Government. The Contractor shall ensure all employee CAC cards are returned to the Contractor Verification System (CVS) Trusted Agent upon end of contract or termination of an employee. Each employee who received a CAC card, is required to take the required government furnished mandatory training.

**16.11 Passes and Badges** - All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue badges without charge. The Contractor employees must be able to obtain CAC in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 1 calendar day.

**16.12 Access to Buildings** - The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.

**16.13 Access Arrangements** - The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.

**16.14 Vehicles (if applicable)** - The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other

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requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable

**16.15 Identification Badges and Installation Access** - Application for and use of badges or one day passes will be as specified herein and as otherwise directed by the Contracting Officer or his/her authorized representative. Obtain access to the installation by participating in the Navy NCACS or the Defense Biometric Identification Systems (DBIDS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS or DBIDS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed Employment Eligibility Verification (DHS Form I-9) form for all personnel requesting access. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

**16.16 One-Day Passes** - Participation in the NCACS or DBIDS Programs are not mandatory. In lieu of participating in the program, the Contractor may elect to have its personnel obtain daily passes from the installation's pass and decal office in accordance with applicable installation security regulations/procedures. Note that Contractor personnel obtaining installation access via daily passes will be subject to, among other things, daily mandatory vehicle inspection and will have limited access to the installation. The Government will not be responsible for any cost/price or schedule impacts that may result from the Contractor electing to have its personnel obtain one-day passes instead of choosing to participate in the NCACS or DBIDS Program.

**16.17 Security Requirements** - The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.

**16.18 NCACS or DBIDS Program** – NCACS or DBIDS are voluntary programs in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS or DBIDS participation and



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installation access privileges. Under the NCACS or DBIDS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FP CON). The transition from NCACS to DBIDS is scheduled for 14 August 2017, with further details on the new system requirements located at <https://www.cnic.navy.mil/om/dbids.html>.

**16.19 Security Clearances** - The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.

**16.20 Trustworthiness Security – Navy Contract/Projects** - Reference is hereby made to Navy awarded contracts requiring Contractor access to sensitive unclassified information. Although these contracts are not classified and Contractor employees are not required to have a security clearance, the Department of the Navy (DoN) has determined that all DoN information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel must undergo a National Agency Check to verify their trustworthiness. Also, the Government will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the Contractor employees.

The following addresses those requirements for Trustworthiness Security:

- a. Each Contractor employee must have a favorably completed National Agency Check (NAC).
- b. If Contractor personnel currently have a favorably adjudicated NAC the Contractor shall notify the Security Manager of the Government command they will visit who will validate this in the Joint Personnel Adjudication System (JPAS).The request shall be renewed annually or for the duration of the contract if less than one year.
- c. If no previous investigation exists the Contractor personnel shall complete the requirement for a Trustworthiness NAC.

Investigations for public trust positions, to include IT-II (Limited Privileged) and IT-III (Non-Privileged) positions that access unclassified sensitive information when clearance eligibility is not required, will be submitted to the Office of Personnel Management (OPM) utilizing the SF-85P (code 08B for IT-II and code 02B for IT-III ) and will include the SF-87

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Fingerprint Card or electronic fingerprint transmission. The Government Security Manager will process the Trustworthiness NAC.

The contract employee shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements and applicant fingerprint card (FD87). The responsibility for providing the fingerprint card rests with the Contractor. The Security Manager will review the form for completeness, accuracy and suitability issues and will forward the completed SF85P along with attachments to OPM. The Department of Navy Central Adjudication Facility (DoN CAF) will perform adjudicating contractor investigations for public trust positions.

Contractor fitness determinations made by the DoN CAF will be maintained in the Joint Personnel Adjudication System (JPAS). Favorable fitness determinations will support public trust positions only and not national security eligibility. If no issues are discovered, according to respective guidelines a "Favorable Determination" will be populated in JPAS and will be reciprocal within DoN. If issues are discovered, the DoN CAF will place a "No Determination Made" in the JPAS and forward the investigation to the submitting office for Government command's final determination.

**16.21 Contractor Safety Program** - The Contractor shall develop and implement a Safety Program for the contract, detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 and Public Law 91-596, Occupational Safety and Health Act.

**16.22 Drug Abuse Prevention Plan** - The Contractor shall develop a plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004, Drug Free Workforce (Sep 1988). The Drug Abuse Prevention Plan is for the basic contract. The Plan is due within 30 days of contract award.

**16.23 Fall Protection and Prevention Plan** - When directed by the Contracting Officer, the Contractor shall develop a plan to explain how fall hazards will be eliminated or prevented at the site. The plan will explain how the Contractor will protect and prevent its service workers from falling from heights of 4 feet or more. A competent person and/or Qualified Person for fall protection shall prepare and sign the plan. See EM 385-1-1, ANSI A10.32, ANSI Z359 Fall Protection Code and ANSI/ASSE A10.34.

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**16.24 Accident and Damage Reporting** - The Contractor shall notify the KO and COR of all damages, accidents, mishaps, and near misses that occur on or related to Government property as soon as practical, but not later than four hours. For recordable injuries and illnesses, property damage accidents resulting in at least \$2,000 in damages, and Weight Handling Equipment (WHE) accidents, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident. For recordable injuries and illnesses and property damage accidents resulting in at least \$2,000 in damages complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the KO and COR within 1 calendar day of the accident. Comply with current 29CFR1904 for OSHA/HIOSH record keeping and reporting requirements.

**16.25 Accident Reporting Notification** - The Contractor shall report all accidents, mishaps, and near misses to the KO and COR in a timely manner as described below: An Initial Accident Reporting Notification Report shall be developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report. However, it is the Government's desire to receive notification of all mishap situations as early as possible. The Contractor shall develop a Follow-on Accident Reporting Notification Report and shall provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the Contractor can send a final, conclusive report of the nature, cause, and outcome of the accident. The Contractor shall provide a Final Accident Reporting Notification Report of the accident to the KO within 24 hours after completing the investigation of the accident.

**16.26 OSHA Citations and Violations** - If the Contractor causes any violations that result in an OSHA citation, the Contractor shall promptly resolve the issue and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the KO within 48 hours after receiving a citation.

**16.27 Safety Inspections and Monitoring** - The Contractor shall be responsible for regularly inspecting its work areas, job sites, and work crews to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:

1. The site is safe and free of job-site hazards
2. Proper PPE is being utilized and worn.
3. Safe work practices and processes are being followed.
4. Workers are familiar with the hazards covered in the respective AHA for that work

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activity.

5. All equipment and tools are in good condition and being used safely.

The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity that it deems to be unsafe. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.

Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.

**16.28 Safety Certification** - The Contractor shall submit copies of all required Federal, state, county, and city or industry safety related Safety Certifications for work performed under this contract. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications to the KO as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.

**16.29 Safety Apparel on Jobsites** - The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2004 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2004 Class I compliant apparel.

**16.30 Environmental Protection** - The Contractor shall comply with all applicable

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Federal, state, and local laws, and with the regulations and standards. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine, costs of defending against administrative or other legal action, remedial action, and other costs. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and is kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.

**16.31 Government-Furnished Property, Materials and Services** - In accordance with FAR 52.245-1, Government Property (Apr 2012), and NFAS Clause 5252.245-9300, Government Furnished Property, Materials and Services (Dec 1994), Services and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.

**16.32 Protection of Government Property** - During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.

**16.33 Restriction to Contractor Working Hours** - If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours to the KO and COR for approval at least seven calendar days prior to requested day.

**16.34 Inherently Governmental Functions** - The contractor and their employees are not allowed to perform any inherently governmental functions. The term "inherently governmental function" is defined by OFPP Policy Letter 11-01 (<http://www.gpo.gov/fdsys/pkg/FR-2011-09-12/html/2011-23165.htm>), and is used when referring to a particular task or function that must be performed by a Government official. An inherently governmental function is one that is so closely related to the public interest as to mandate performance by Federal Government

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employees.

Government policy limits contractors to the performance of services related to gathering information on its behalf for the purpose of advising, offering opinions, providing recommendations and/or presenting ideas. These types of services are not inherently governmental because they do not require contractors to establish Government policies, render actionable mission/organizational decisions, or expend taxpayer dollars.

To illustrate- A contracting officer's authority to obligate Government funds on a contract represents discretionary decision-making and an outlay of taxpayer dollars. This responsibility and authority belongs to individuals who are employed by the U.S. Government and who execute their duties in accordance with the code of ethics for government service. Conversely, a contractor is primarily motivated to serve the interests of his or her private sector employer, and is presumed to have a lesser obligation or motivation to guard the public trust.

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**SECTION D PACKAGING AND MARKING**

NOT APPLICABLE

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**SECTION E INSPECTION AND ACCEPTANCE**

NOT APPLICABLE



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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/30/2017 - 9/29/2018
8003	9/30/2017 - 9/29/2018
8004	9/30/2017 - 9/29/2018

### CLIN - DELIVERIES OR PERFORMANCE

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

8000	9/30/2017 - 9/29/2018
8003	9/30/2017 - 9/29/2018
8004	9/30/2017 - 9/29/2018

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

8005	9/30/2018 - 9/29/2019
8007	9/30/2018 - 9/29/2019
8008	9/30/2018 - 9/29/2019
8009	9/30/2019 - 9/29/2020
8011	9/30/2019 - 9/29/2020
8012	9/30/2019 - 9/29/2020
8013	9/30/2020 - 9/29/2021
8015	9/30/2020 - 9/29/2021
8016	9/30/2020 - 9/29/2021
8017	9/30/2021 - 9/29/2022
8019	9/30/2021 - 9/29/2022
8020	9/30/2021 - 9/29/2022

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

Form Attachment Number	Deliverable Title	Date (s) of submission	Original and one copy	Frequency
N/A	Resumes	10 Days	KO & COR	Before work commences

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N/A	Work Schedule	As Specified	KO & COR	Before work commences
N/A	Work Schedule	As Specified	KO & COR	Monthly (Due by the 5 <sup>th</sup> working day of the month)

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## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 POINTS OF CONTACT

Contracting Officer / Contract Specialist

Andres Medina

9324 Virginia Ave

Norfolk, VA 23511

[andres.medina@navy.mil](mailto:andres.medina@navy.mil)

757-341-1663

### G.2 SUBMISSION OF INVOICES

#### **5252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(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 Central Contractor Registration 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

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accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

"Navy Construction / Facilities Management Invoice"

(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	N68732
Issue By DoDAAC	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N40085 ACQCOR
Ship To Code	N40085
Ship From Code	"LEAVE BLANK"
Mark For Code	"Not Applicable"
Service Approver (DoDAAC)	N40085
Service Acceptor (DoDAAC)	N40085 ACQCOR
Accept at Other DoDAAC	"Not Applicable"

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LPO DoDAAC N40085 ACQCOR

DCAA Auditor DoDAAC "Not Applicable"

Other DoDAAC(s) "Not Applicable"

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(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

"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.

**Ms. Latricia Carter 757-341-0077, [latricia.carter@navy.mil](mailto:latricia.carter@navy.mil)**

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

(End of clause)

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

### **QUALITY ASSURANCE SURVEILLANCE PLAN**

Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion. The Contracting Officer's Representative will use the surveillance methods outlined below to administer the quality assurance plan.

**1. Critical performance processes and requirements.** Critical to the performance of Program Management Technician is the timely, accurate and thorough completion of all contract/task order requirements.

**2. Performance Standards**

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a. Personnel – The personnel performing services under this task order will meet all requirements throughout the performance period, to include but not limited to; training, license, certification, security, etc. as stated in the task PWS and/or task order.

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the schedule of deliverables detailed in the contract/task order(s), if required by the contract, for the required content, quality, timeliness, and accuracy.

c. Cost - The Contracting Officer Representative (COR) will review and recommend payment of monthly invoices, throughout the contract and/or task order performance period(s).

d. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship. The contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable, cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.

**3. Surveillance methods:** The primary methods of surveillance used to monitor performance of this contract will include, but not limited to; random or planned sampling, periodic inspection, and validated customer complaints.

4. Performance Measurement: Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality level
Personnel	Qualified staff provided within the performance	Validation by the COR 1005 review	Prior to award and thereafter where staff are replaced or are added to the task order	Meet 100% of the personnel qualifications stated in the work statement during task order performance to include certification and licenses as required
Task order deliverables	Task order deliverables furnished as prescribed in the PWS	Periodic inspection by the COR	As required by the PWS task order	>95% of deliverables must be submitted timely and without required rework
Training	Contractor personnel may be required to perform training to other personnel (govt or non-govt) during task order period	Periodic inspection by the COR	As required by the PWS task order	Meet 100% of the training objectives as required by the PWS and or task order
Security Requirements		Background checks and security	As required by the PWS task order	100% compliance of all

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		assessments conducted by base security prior to start of performance		required security clearances, background checks, regulations and procedures of DoD
Invoicing	Monthly invoices per task order procedures are timely and accurate	100% review by the COR and or the Contracting Officer	Submitted monthly	100% accuracy

### Performance Element Performance Requirement Surveillance Method Frequency Acceptable Quality Level

Personnel Qualified Staff provided within the performance work statement. Validation by the COR, 100% review. Prior to award and anytime thereafter where staff are replaced or are added to the task order. Meet 100% of the Personnel qualifications stated in the Performance Work Statement (PWS) during contract performance to include certification and licenses, as required. Contract Deliverables Contract Deliverables furnished as prescribed in the PWS and task order. Validation by the COR, 100% review. As required in the PWS and/or task order. >95% of deliverables must be submitted timely and without required rework. Training Contractor personnel may be required to perform training to other personnel (Government and/or Non-government) during task order performance. Periodic inspection by the COR. As required by the PWS and/or task order. Meet 100% of the training objectives as required by the PWS and/or task order. Security Requirements Employees must be able to meet security requirements to obtain and maintain base security access during performance of the contract. Higher level Security clearances may be required and will be specified in the task order. Background checks and security assessments conducted by base security prior to start of contract performance. As required by the contract. 100% compliance of all required security clearances, background checks, regulations and procedures of the DOD. Invoicing Monthly invoices per contract procedures are timely and accurate. 100 % Review by the COR and/or the Contracting Officer. Submitted Monthly 100% accuracy

**5. Contractor Performance Assessment Reporting System (CPARS) Assessment Ratings:** A common five level assessment rating system is used to evaluate a contractor's performance. Ratings range from Unsatisfactory (lowest) to Exceptional (highest). The following is the breakdown of each category with a definition:

**Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Very Good** -Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory** - Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal** - Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.

**Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**6. Contractor Assessment:** The COR's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options. For each item that does not meet acceptable levels, the

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Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken. In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 SECURITY REQUIREMENT

The following is required for all DoD contractor employees working in Government facilities:

DOD 5200.08-R/C3.3: "The CAC shall be the principal identity credential for supporting interoperable access to installations, facilities, buildings, and controlled spaces".

DOD 5200.08-R/C3.3.1.2: "A National Agency Check with Inquiries (NACI) or equivalent national security clearance (e.g. National Agency Checks including credit check (NACLIC)) is required for permanent issuance of the credential. The credential may be issued upon favorable return of the FBI fingerprint check, pending final favorable completion of the NACI/equivalent, based on a commander/director risk management decision. An individual holding a valid national security clearance shall not require an additional submission of the NACI/equivalent".

SECNAV M-5510.30/9-24,6: "Commands will include the FAD (facility access determination) program requirements in contract specifications when trustworthiness determinations will be required on the contractor employees". In this case the FAD program requirement is a CAC now required by the regulation above.

The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order.

The contractor will be required to provide clearances for personnel requiring access to Government computers and workstations.

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## SECTION I CONTRACT CLAUSES

### 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

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

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

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

### NFAS 5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN

1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend 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 provision. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

### 5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

CORPORATE EXPERIENCE AND PPQ

Revised SOW