

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

J

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

09

3. EFFECTIVE DATE

01-Sep-2018

4. REQUISITION/PURCHASE REQ. NO.

N5701218RC0242C

5. PROJECT NO. (If applicable)

N/A

6. ISSUED BY

CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NAVSUP FLC Norfolk, Code 200

1968 Gilbert Street Ste 600

Norfolk VA 23511-3392

DCMA Baltimore

217 EAST REDWOOD STREET, SUITE

1800

BALTIMORE MD 21202-3375

SCD: C

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

J. Aguinaldo Group, Inc  
 22776 Three Notch Road, Ste 209  
 Lexington Park MD 20653

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-15-D-8275-FK02

10B. DATED (SEE ITEM 13)

25-Aug-2015

CAGE  
CODE

1NPK1

FACILITY CODE

[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(\*)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ]

[ ]

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ]

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X]

D. OTHER (Specify type of modification and authority)  
 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return \_\_\_ copies to the issuing office.

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

02-Jul-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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## GENERAL INFORMATION

Pursuant to the option provision of this contract, the Government hereby exercises its option as shown in the basic contract and extends the term of the contract for one year for the period of 1 September 2018 through 31 August 2019. All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by \$82,798.48 to \$622,769.33.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8004	O&MN,N	0.00	[REDACTED]	[REDACTED]
9004	O&MN,N	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8004	0.00	[REDACTED]	[REDACTED]
9004	0.00	[REDACTED]	[REDACTED]

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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
8001	R699	Defense Travel System (DTS) Support Services in accordance with PWS. (O&MN,N)	12.0	MO		
8002	R699	Defense Travel System (DTS) Support Services in accordance with PWS. (O&MN,N)	12.0	MO		
8003	R699	Defense Travel System (DTS) Support Services in accordance with PWS. (O&MN,N)	3.0	MO		
8004	R699	Defense Travel System (DTS) Support Services in accordance with PWS. (O&MN,N)	12.0	MO		
8005	R699	Defense Travel System (DTS) Support Services in accordance with PWS. (O&MN,N)	6.0	MO		
800501	R699	FOR FUNDING PURPOSES ONLY (O&MN,N)				
800502	R699	FOR FUNDING PURPOSES ONLY (O&MN,N)				
8006	R699	Defense Travel System (DTS) Support Services in accordance with PWS. (O&MN,N)	1.0	MO		
8007	R699	Defense Travel System (DTS) Support Services in accordance with PWS. (O&MN,N)	2.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9002	R699	Travel for training, Not to Exceed (NTE) \$2,000.00. (O&MN,N)	1.0	LO	
9003	R699	Travel for training, Not to Exceed (NTE) \$4,000.00. (O&MN,N)	1.0	LO	
9004	R699	Travel for training, Not to Exceed (NTE) \$4,000.00. (O&MN,N)	1.0	LO	



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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

[[1612ed8c-5760-400c-9d2b-a0a8df010752]]

### ON SITE TRAVEL PROGRAM SUPPORT FOR CNAL

#### PERFORMANCE WORK STATEMENT

##### 1. INTRODUCTION

Commander, Naval Air Force Atlantic (CNAL) is procuring logistics support services to assist in administering Defense Travel System functional duties. Work shall be performed from 1 September 2015 to 31 August 2016 with three, one-year option years immediately following the initial base year.

##### 1.1 Mission

The mission of CNAL is to support the Chief of Naval Operations and Combatant Commanders worldwide by providing responsive, relevant, sustainable Naval Operational Forces (NOF) ready-for-tasking. Responsible to organize, man, train, equip, and maintain naval aviation forces to generate required and sustainable levels of current and future readiness.

##### 1.2 Background

CNAL is an Echelon 3 command providing global logistics support, oversight, training, and management services in support of Naval Aviation Operational Forces. This includes Navy and Marine Corps Shore, Shipboard and Expeditionary support staffs and subordinate units.

##### 1.3 Scope

The objective of this effort is to obtain the requisite level of expertise for performance of tasks defined in Section 3 of this work statement, and provide logistic support services for the overall objectives of Naval Operational Forces for CNAL. This Performance Work Statement encompasses tasks necessary to provide global logistics support, oversight, training and management services to support the Naval Operational Forces in all aspects of travel administration, automated information systems, software applications, business processes, and financial management. This PWS requires the contractor to provide:

- Analysis and Problem Solving
- Database Administration (Validate, Correct and Reconcile)
- Financial Management
- On-site Assistance and Training

##### 2. GENERAL REQUIREMENTS

##### 2.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

##### 2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

##### 2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

##### 2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at locations specified in paragraph 2.6.1 and the contractor's corporate offices.

##### 2.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

##### 2.3.3 Personnel Administration

The contractor shall provide the necessary personnel and program management structure to execute tasks. The contractor shall provide necessary facilities and equipment to accomplish tasks, unless otherwise specified. The contractor shall provide for

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employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks, unless otherwise specified. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

#### **2.4 Contractor Disciplines and Specialties**

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience as required per this PWS.

The contractor shall provide personnel with the applicable technical expertise in all aspects of travel administration, automated information systems, software applications, business processes, and financial management. Contractor level of effort will be provided to designated Navy and Marine Corps organizations through analysis and problem solving; logistics support; database validation, correction and reconciliation; financial management; on-site assistance/training, implementation assistance/training; and system administration.

The contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

##### **2.4.1 Government Identification**

Every contractor and subcontractor employee shall obtain from the Government, an Identification card/badge-Common Access Card (CAC) and Security Access Badge (as required) prior to starting work on any government installation, facility or sponsored event. All employees will wear the ID card/badge conspicuously on their outer clothing at all times while working on any Government installation, facility or sponsored event. Personnel are subject to challenge and removal from the work area or denial of access to the installation, facility or event if the ID card/badge is not worn. It is the contractor's responsibility to enforce this requirement. In the event a contractor is employee loses his/her ID card/badge; loss of the ID card/badge shall be reported to the site Security Manager who will issue replacement ID cards/badges. All Government provided ID cards/badges shall be returned to the Government either at the completion of the contract, reassignment to another contract or upon termination of employment of individual employees. The contractor is responsible for return of all ID cards/badges issued to the contractor employees.

All contractor and subcontractor personnel shall be required to wear Government issued or company picture identification badges that distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail contractor and subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Government furnished workspaces for the contractor's employees providing direct labor under the contract shall ensure the workspace (i.e. desk, cubicle) is labeled to easily identify the employee as a contractor, and includes the individual and company name. Contractors and subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signatures shall identify company affiliation.

##### **2.4.2 Training**

Per DoD 8570.01M (series), every contractor employee who needs a privileged access account is required to obtain Information Assurance (IA) certification. To comply with DoD/DoN directives, IA Technicians must satisfy both an IAT security certification and one Operating System or Computing Environment (OS/CE) requirement, based on duties assigned by the local command/activity. The IA Manager of the hosting site is best suited for the IAT Level and position. As an update of the NAVADMIN 107/12 May 2012, either an OS/CE training certificate or OS/CE certification will be accepted towards the OS/CE requirement.

#### **2.5 Location Hours of Work**

##### **2.5.1 Work Locations:**

Services performed and accomplished within this PWS is required at Government facilities, on-site at government facilities and locations during travel in support of designated activities. The government will provide workspaces for the contractor employees providing under the contract. The primary workspaces for those contractor employees not on TDY will be:

- Norfolk Naval Station, Norfolk, VA

##### **2.5.2 Hours of Work/Telework:**

All contractor employees are expected to be available during core hours as established by each location. Access to Government spaces may be granted on weekends, Federal Holidays and other Government observed days off as required. The contractor is not authorized to work overtime without prior approval from the Contracting Officer's Representative (COR). Telework shall not be permitted for this contract unless approved in writing by the Government Program Manager and applicable COR(s).

##### **2.5.3 Government Facility/Base Shutdown/Inclement Weather:**

The contractor will follow guidance of the installation containing their place of performance to determine reporting schedules whether due to a base closure or inclement weather.

##### **2.5.4 Contingency Services/Temporary Duty**

The Government may require emergent and/or contingency services outside of normal work hours in support of National Defense, Humanitarian and Disaster Relief type exercises/operations. Support during these exercises/operations may entail extended shifts and/or weekend work. The contractor must ensure that they can provide for this type of contingency. No contractor

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travel/temporary duty/TDY is anticipated. If the need arises for intermittent travel, it shall have the COR's written approval prior to commencement and then be handled in accordance with CNAL current travel procedures.

### 2.5.5 Reimbursement of Travel Costs (SEP 2015)

#### (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

## 3. PERFORMANCE REQUIREMENTS

### 3.1 Basic Requirements

Contractor support is required to provide travel administration support services to assist Commander, Naval Air Force Atlantic (CNAL) in achieving its goals and objectives for Naval Forces. This Performance Work statement (PWS) specifies the tasks to be performed, deliverables to be provided and performance objectives to be met in support of Naval Operational Forces (NOF) which includes Navy and Marine Corps Shore, Shipboard and Expeditionary support staffs and subordinate units.

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Unless specified the contractor shall furnish all work, management, supervision, labor and materials necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement. The contractor must be capable of providing flexible, responsive, and high quality services and support. The contractor will conduct travel and reviews that are necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement.

### **3.1.1 Supported Naval Operational Forces**

Naval Operational Forces supported within this PWS include staffs, units and subordinate activities of Commander, Naval Air Force Atlantic (CNAL).

### **3.1.2 Supported Automated Information Systems (AISs)**

The supported AISs and automated applications of this PWS are as follows but not limited to: BI Systems; CFMS; CITIBANK/PAT; DTS; Microsoft Office Suite; STARS-FL.

### **3.2 Performance Requirements**

The contractor shall perform the following tasks in accomplishing the requirements of this PWS. The contractor shall provide the necessary timely support to meet emergent requirements as requested by the program manager, technical point of contact, or other properly designated authority.

#### **3.2.1 Analysis and Problem Solving**

3.2.1.1 The contractor shall apply qualitative and quantitative techniques to analyze and measure logistics effectiveness and efficiency. Perform independent analysis of logistics readiness, cost-wise readiness and initiatives. Identify systemic barriers and problems affecting readiness and provide recommendations to eliminate or mitigate obstacles while improving effectiveness and readiness. Support the government with analytical and investigative techniques to achieve improved logistics readiness at reduced costs for NOF units identified in this contract.

3.2.1.2 The contractor shall collect, review, monitor, and analyze data received from internal/external activities and AISs to ascertain the state of CNAL travel funding. The contractor shall develop performance metrics, reports, briefs, presentations and demonstrations to compile data received/analyzed as specified by the designated government representative.

3.2.1.3 The contractor shall coordinate the compilation and evaluation of annual travel cost data, providing reports as necessary to allow government representatives to make informed decisions and determinations.

#### **3.2.2 Database Administration (Validate, Correct and Reconcile)**

The contractor shall perform data analysis and internal audits to determine processing shortfalls and assist/train NOF personnel in proper procedures. Assist/train NOF personnel in the performance of interactive and batch processing to maintain database accuracy and conduct total audit trail research for transactions to support database reconciliation.

#### **3.2.3 Financial Management**

3.2.3.1 The contractor shall assist in developing and managing the annual travel budget.

3.2.3.2 The contractor shall collect, manipulate and track financial data for use by NOF activities in the planning, programming, budgeting and execution of operational funds.

3.2.3.3 The contractor shall prepare the following financial but not limited to documents for Comptroller review and release to support financial obligations for transactions involving Ship Operations, Flying Hour, Maintenance or Other Contingency Operations (OCO) funds affecting NOF travel records:

- NAVCOMPT Form 2275 – Order for Work and Services required from other commands and activities.
- NAVCOMPT Form 2276 – Request for Contractual Procurement of non-standard material, equipment, and services.

3.2.3.4 The contractor shall monitor and track funding documents provided to Fleet Logistics Centers (FLC), Naval Facilities (NAVFAC) Commands, and other external financial activities to ensure execution remains within authorized funding levels and funding is fully expended or recaptured for re-use.

3.2.3.5 The contractor shall provide monthly funding execution spreadsheets to identify the spending patterns of NOF units.

3.2.3.6 The contractor shall maintain allocations; Operating Targets (OPTAR) and process transactions to NOF designated financial databases to ensure funds are not over expended.

3.2.3.7 The contractor shall develop, draft, and recommend budget requirements and projected costs for NOF activities.

3.2.3.8 The contractor shall review, analyze, and monitor financial reports, including, but not limited to, Standardized Accounting and Reporting System – Field Level (STARS-FL), Command Financial Management Systems (CFMS), budget allocations, grants and expenditures to ensure funds are properly obligated or re-captured for re-use.

3.2.3.9 The contractor shall produce charts, graphs and other financial analytical data/reports to NOF support activities for analysis.

These are recurring reports for which due dates are based on the end-of-month, end-of-quarter and end-of-fiscal year processing dates. Due date is within one week of source data availability. Data calls from higher authority occur throughout the year and may require charts, graphs and other analytical data/reports within hours of data request.

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3.2.3.10 The contractor shall assist in the research, analysis and correction of erroneous financial transactions including government credit card certifications and payments. Research and report to designated government representative all subordinate command accounts with past-due certifications or credit balances. Assist the support activity's Agency Program Coordinator and Approving Official (AO) with the Government Travel Charge Card (GTCC) program.

### 3.2.4 On-Site Assistance and Training

3.2.4.1 The contractor shall provide DTS on-site assistance/training and scheduled/unscheduled distance support. Distance support and on-site assistance/training may be required for a unit on deployment. Distance Support and on-site assistance/training can be performed at the operational unit or applicable shore support activity via numerous methods (i.e. in person, email, remote access, phone).

3.2.4.2 The contractor shall assist/train unit personnel to troubleshoot, initiate and complete necessary corrective actions until the problem is resolved.

3.2.4.3 The contractor shall provide assistance and training in the management of the Government Travel Charge Card (GTCC) program.

## 4. SPECIAL REQUIREMENTS

This section describes the special requirements for this effort.

### 4.1 Security Clearance/Citizenship

The contractor shall ensure that all employee personnel performing under this contract will be U.S. Citizens [REDACTED]. As required contractor personnel shall obtain installation (base), shore, facility, and shipboard access/clearances through the applicable Security Officer.

Work performed by the contractor requires access spaces containing information that is SECRET.

The contractor maybe required to attend meetings [REDACTED].

DD Forms 254: Overarching security requirements and Contractor access to classified information shall be as specified in the basic DD Form 254, which will be further identified in the DD Form 254 for each task order, as required. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC). Visitor Group Security Agreement: The contractor shall sign a Contractor Visitor Group Security Agreement to protect classified information involved in performance under this contract or Task Order. The Agreement will outline responsibilities in the following areas: contractor security supervision; Standard Practice Procedures; access, accountability, storage, and transmission of classified material; marking requirements; security education; personnel security clearances; reports; security checks; security guidance; emergency protection; protection of government resources; DD Forms 254; periodic security reviews; and other responsibilities, as required.

### 4.2 Physical Security

All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this PWS. The contractor shall not disclose and must safeguard sensitive information, computer systems, data, databases, privacy act data and government work products obtained or generated in performance of the contract.

### 4.3 Contractor Personnel Requirements

The contractor shall comply with Federal drug-free workplace and work force requirements.

The contractor shall not utilize the services of any person in the performance of this contract whose presence or action(s) endangers the health, life, safety and security of personnel or property and not in the best interest of National Defense.

Contractor employees dress and appearance shall be neat and comply with applicable safety and health directives.

Contractor employees shall communicate in the English language (i.e., read, write, speak and comprehend the English language with sufficient degree of fluency to understand and be understood).

The Government reserves the right to search contractor and contractor subcontractor employees, their belongings, vehicles and work areas in accordance with 50 USC 795.

### 4.4 Transition

The transition shall be handled in accordance with FAR 37.110(c) and carried out as per clause 52.237-3 -- Continuity of Services. A phase-in/phase-out strategy (if required) shall be discussed with the COR upon contract award and implemented as appropriate.

## 5. DELIVERABLES

The contractor shall coordinate Program Review meetings twice each year. The contractor shall provide an overview status on the contract program at such meetings and provide meeting minutes/overview to the Government representatives within fifteen (15) days. Urgent Action Items, as identified in the meetings, shall be reported out within five (5) days.



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## 6. LABOR CATEGORIES

Contractor personnel shall meet or exceed the requirements set forth below.

### 6.1 Personnel

The education and experience offered in the proposal shall become the performance standard for that suggested labor category for the duration of the contract. During contract performance, the contractor shall not replace personnel with personnel who do not meet or exceed the proposed personnel qualifications. During contract performance, any changes in personnel shall be subject to review by the Government Program Manager and COR and approved by the Contracting Officer.

#### 6.1.1 Intermediate Supply Analyst

Description: Performs similar duties to those described for the Junior Logistics Analyst except that project reports/products are generally not reviewed prior to submission to management officials and/or implementation.

Education: Shall possess a Bachelor's Degree in Business Administration, Management or related business discipline. As a substitute, four years of experience in military logistics and AISs management may be utilized.

Experience: In addition to any experience which is substituted for education, the Intermediate Logistics Analyst shall have three years of experience in military logistics, AIS management, inventory management, and the functionality of military logistics AISs.

Functional Duties:

- Provides training and assistance to COMNAVAIRLANT personnel in the use of the Defense Travel System. Run and analysis data utilizing AIS.
- Provides training and assistance to COMNAVAIRLANT personnel in the use of the Defense Travel System.
- Provides in-depth analysis of all COMNAVAIRLANT Government Travel Charge Card (GTCC) supported units. Duties include review of monthly reports; follow up on delinquent payments, and submission of monthly status reports.

#### 6.1.2 Junior Supply Analyst

Description: Analyzes specific problems or aspects of NOF logistics, AISs and Software working with applicable files, reports and interfacing with activity personnel. This analyst will also perform significant portions of technical functions similar to those of the Intermediate Logistics Analyst.

Education: Shall possess an Associate Degree in Business Administration, Management, or related business discipline. As a substitute, one year of experience in logistics AIS management in combination with information systems software utilization, design and/or analysis may be substituted for each year of college education.

Experience: In addition to any experience, which is substituted for education, the Junior Logistics Analyst shall have two years of experience in military logistics AISs.

Functional Duties:

- Provides training and assistance to COMNAVAIRLANT personnel in the use of the Defense Travel System.

## APPENDIX A ACRONYMS

AIS	Automated Information System
AO	Approving Official
BOR	Budget OPTAR Report
CDRL	Contract Data Requirements List
CNAL	Commander Naval Air Force Atlantic
COMNAVAIRLANT	Commander Naval Air Force Atlantic
CONUS	Continental United States
COR	Contracting Officer's Representative
DTS	Defense Travel System
FIAR	Financial Improvement Audit Readiness
FIP	Financial Improvement Program
GTCC	Government Travel Charge Card
IA	Information Assurance
OPTAR	Operating Target
POA&M	Plan of Action and Milestones
POM	Program Objectives Memorandum
PPBS	Planning Programming and Budgeting System
TAD	Temporary Additional Duty
TYCOM	Type Commander
UIC	Unit Identification Code
USFFC	United States Fleet Forces Command

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USN	United States Navy
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**Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

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

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

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## **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 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 NACLCL to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLCL 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

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(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:

- 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.

### **NMCARS 5237.102(90)**

"The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the services 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>.

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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) AND MATRIX COMMANDER, NAVAL AIR FORCE ATLANTIC (COMNAVAIRLANT)**

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

##### **1.0 PURPOSE**

This 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 the contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

##### **2.0 AUTHORITY**

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

##### **3.0 SCOPE**

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

##### **4.0 GOVERNMENT RESOURCES**

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

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

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

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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 administration of the dining facility 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 the contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

## 6.0 METHODS OF QA 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.

**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 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)

## 7.0 IDENTIFIED QUALITY ASSURANCE SURVEILLANCE ITEMS



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

## 9.0 INCENTIVES/DISINCENTIVES

The COR/TOM makes an annual report on Contractor Performance (CPARS or other annual report). The Contractor's failure to achieve satisfactory performance under the contract, reflected in the COR/TOM's annual report, may result in termination of the contract and may also result in the loss of future Government contracts. Additionally, the Contractor's failure to achieve satisfactory performance under the contract may also result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). 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.

## QASP MATRIX

Measurement / Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
Services to be provided  Quality & Accuracy	The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.

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Measurement / Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
	ensure customer satisfaction and professional and ethical behavior of all contractor personnel.			
Deliverable to be provided  Timeliness & Accuracy	The contractor shall provide timely status report of all efforts and issues to the COR as it pertains to the required services.	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.
Services to be provided  Quality & Accuracy	The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at locations specified in paragraph 2.6.1 of the PWS and the contractor's corporate offices.	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.
Deliverable to be provided  Quality & Accuracy	The contractor shall report any and all potential issues to the COR as they occur.	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.
Services to be provided  Quality & Accuracy	The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders.	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.

Measurement / Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
	The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.			
Deliverable to be provided  Quality & Accuracy	The contractor shall report any and all potential issues to the COR as they occur.	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.
Services to be provided  Quality & Accuracy	The contractor shall provide the necessary personnel and program management structure to execute tasks. The contractor shall provide necessary facilities and equipment to accomplish tasks, unless otherwise specified. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks, unless otherwise specified. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.

Measurement / Metric	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Procedures to be taken when performance standards are not met
	needs).			
Deliverable to be provided  Quality & Accuracy	The contractor shall report any and all potential issues to the COR as they occur.	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.
Services to be provided  Quality & Accuracy	The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO).	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.
Deliverable to be provided  Quality & Accuracy	The contractor shall report any and all potential issues to the COR as they occur.	95%	Government representative to review	FAR Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", paragraphs (a) and (m). Ex.: Inspection/Acceptance and /or Termination for cause. Negative performance will be documented on CPARS.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8001	9/1/2015 - 8/31/2016
8002	9/1/2016 - 8/31/2017
8003	9/1/2017 - 11/30/2018
8004	9/1/2018 - 8/31/2019
8005	12/1/2017 - 5/31/2018
8006	6/1/2018 - 6/30/2018
8007	7/1/2018 - 8/31/2018
9002	9/1/2016 - 8/31/2017
9003	9/1/2017 - 8/31/2018
9004	9/1/2018 - 8/31/2019

DELIVERY INFORMATION FOR BASE YEAR IS AS FOLLOWS:

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
8001	POP 01-SEP-2015 TO 31-AUG-2016	N/A	COMNAVAIRLANT KATHERINE HAGAIN 1562 MITCHER AVE, SUITE 300 NORFOLK, VA 23511-2477 757-836-6425 FOB: Destination	N57012

DELIVERY INFORMATION FOR ALL OPTION YEARS ARE AS FOLLOWS:

8002	POP 01-SEP-2016 TO 31-AUG-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N57012
8003	POP 01-SEP-2017 TO 31-AUG-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N57012
8004	POP 01-SEP-2018 TO 31-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N57012

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## SECTION G CONTRACT ADMINISTRATION DATA

### 252.232-7006 Wide Area WorkFlow Payment Instructions.

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

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

2 in 1

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

N/A

(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.

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N60951
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	
Ship To Code	

Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	N57012
LPO DoDAAC	N57012
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

Name	Email	Phone	Role
Brian Yetka	<a href="mailto:Brian.yetka@navy.mil">Brian.yetka@navy.mil</a>	757-836-9742	Financial/LPO
Dennis Dimaggio	<a href="mailto:dennis.a.dimaggio@navy.mil">dennis.a.dimaggio@navy.mil</a>	757-836-9738	Acceptor

(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.

NAME: Katherine Hagan

EMAIL: [katherine.hagan@navy.mil](mailto:katherine.hagan@navy.mil)

PHONE: (757) 836-6425

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

### **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: Herbert W. Hankins

Address: NAVSUP Fleet Logistics Center Norfolk  
1968 Gilbert Street, Suite 600

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Norfolk, VA 23511-3392

Phone: 757-443-1375

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: Catherine M. Foster

Address: NAVSUP Fleet Logistics Center Norfolk  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511-3392

Phone: 757-443-1371

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

Name: DFAS Cleveland

Address: Cleveland-Norfolk Accounts Payable  
1240 E 9th St SB39 Accts Payable  
Cleveland OH 44199-2001

4. TASK ORDER MANAGER (TOM) 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 TOM 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 TOM 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.**

TOM Name: Katherine Hagan

Address: COMNAVAIRLANT  
1562 Mitscher Ave, Suite 300  
Norfolk, VA 23511-2477

Phone: 757-836-6425

(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



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responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

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

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

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

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

4. The Task Order Manager (TOM) 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 TOM duties are as follows:

a. Technical Interface

(1) The TOM 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 TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

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

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM 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 TOM'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 TOM shall monitor contractor performance to see that inefficient or

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

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

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

c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM 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 TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM 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 TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

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

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

d. Contract Modifications. The TOM 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 TOM 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 TOM 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 TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or

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other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM 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 TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The TOM 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 TOM is responsible for timely preparation and submission to the PCO, 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 TOM 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 TOM. 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 TOM.

b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM 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 TOM.

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

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

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

g. Provide the TOM 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 TOM subsequent to any interface between the TA and contractor.

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SLINID	PR Number	Amount
8001	N5701215RC0102C	181912.92

LLA :  
AA 1751804 60AE 252 57012 Y 060951 2D C0102C 5701251NFNQQ

BASE Funding 181912.92  
Cumulative Funding 181912.92

MOD 01

8001	N5701215RC0102C	1560.24
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LLA :  
AA 1751804 60AE 252 57012 Y 060951 2D C0102C 5701251NFNQQ

MOD 01 Funding 1560.24  
Cumulative Funding 183473.16

MOD 02

8002	N5701216RC0172C	183473.16
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LLA :  
AB 1761804 60AE 252 57012 Y 060951 2D C0172C 5701261NFNQQ

MOD 02 Funding 183473.16  
Cumulative Funding 366946.32

MOD 03 Funding 0.00  
Cumulative Funding 366946.32

MOD 04

8003	N5701217RC0202C	183473.16
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LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C020C 5701271NFNQQ  
Standard Number: N5701217RC0202C

9002	N5701217RC0212C	2000.00
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LLA :  
AC 1771804 60AE 252 57012 Y 060951 2D C0212C 5701271NFNQQ  
Standard Number: N5701217RC0212C

9003	N5701217RC0202C	4000.00
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LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C0202C 5701271NFNQQ  
FUNDING FOR TRAVEL NTE \$4,000.00, PERIOD OF PERFORMANCE 01 SEP 2017 - 31 AUG 2018.

MOD 04 Funding 189473.16  
Cumulative Funding 556419.48

MOD 05

8003	N5701217RC0202C	6075.96
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LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C020C 5701271NFNQQ  
Standard Number: N5701217RC0202C

MOD 05 Funding 6075.96  
Cumulative Funding 562495.44

MOD 06 Funding 0.00  
Cumulative Funding 562495.44

MOD 07

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8003 N5701217RC0202C (142161.84)

LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C020C 5701271NFNQQ  
Standard Number: N5701217RC0202C

800501 N5701217RC0202C 136085.88

LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C0202C 5701271NFNQQ  
Standard Number: N5701217RC0202C

800502 N5701218RC0052C 6075.95

LLA :  
AE 1781804 60AE 251 57012 Y 060951 2D C0052C 5701281NFNQQ  
Standard Number: N5701218RC0052C

MOD 07 Funding -0.01  
Cumulative Funding 562495.43

MOD 08

800501 N5701217RC0202C (41311.32)

LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C0202C 5701271NFNQQ  
Standard Number: N5701217RC0202C

800502 N5701218RC0052C (6075.95)

LLA :  
AE 1781804 60AE 251 57012 Y 060951 2D C0052C 5701281NFNQQ  
Standard Number: N5701218RC0052C

8006 N5701217RC0202C 11729.61

LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C0202C 5701271NFNQQ

8007 N5701217RC0202C 13133.08

LLA :  
AD 1771804 60AE 251 57012 Y 060951 2D C0202C 5701271NFNQQ

MOD 08 Funding -22524.58  
Cumulative Funding 539970.85

MOD 09

8004 N5701218RC0242C 78798.48

LLA :  
AF 1781804 60AE 251 57012 Y 060951 2D C0242C 5701281NFNQQ

9004 N5701218RC0242C 4000.00

LLA :  
AF 1781804 60AE 251 57012 Y 060951 2D C0242C 5701281NFNQQ

MOD 09 Funding 82798.48  
Cumulative Funding 622769.33

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

NA

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.217-5	Evaluation Of Options	JUL 1990
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014

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252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	NOV 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.



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(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not

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necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total

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value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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(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 **48 months**.

(End of clause)

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

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

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

Labor Category	Occupational Code	Per Hour Rate
Travel Clerk I	01531	\$11.49
Travel Clerk II	01532	\$12.26

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The

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Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 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) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

(End of clause)

#### 252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal

Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to

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the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71.

(End of provision)

**252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)**

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government

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personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

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

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

Name: Herbert W. Hankins  
Address: NAVSUP Fleet Logistics Center Norfolk  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511-3392  
Telephone: 757-443-1375

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1: Department of Labor Wage Determination # 2005-2543

Attachment 2: Security – DD254

Attachment 3: Department of Labor Wage Determination # 2005-2543 - Revision 18, effective 8 July 2015

Attachment 4: Department of Labor Wage Determination # 2015-4341 - Revision 2, effective 29 December 2015

Attachment 5: COR Appointment Letter for Katherine Hagan

Attachment 6: Department of Labor Wage Determination # 2015-4341 - Revision 8, effective 10 January 2018