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## **GENERAL INFORMATION**

The purpose of this Amendmen 01 is to:

- A) Revise the Performance Work Statement (PWS) as a result of questions received,
- B) Provide Page limitations and proposal formating instructions within Section L Instructions to Offerors, and
- C) Update the QASP & QASP Matrix within Section E Inspection and Acceptance.

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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	U099	Training support services in accordance with the attached Performance Work Statement (O&MN,N)	12.0	MO		
8101	U099	OPTION 1: Training support services in accordance with the attached Performance Work Statement (O&MN,N)	12.0	MO		
		Option				
8201	U099	OPTION 2: Training support services in accordance with the attached Performance Work Statement ( $0\&MN,N$ )	12.0	MO		
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9001	U099	Other Direct Costs (ODCs) in support of this requirement shallbe in accordance with the attachedPerformance Work Statement (PWS) and all travel costs shall be reimbursed based on actual receipts and in accordance with the Joint Travel Regulations (JTR). NTE $\$86,000.00$ (O&MN,N)	1.0	ľO	\$86,	000.00
9101	U099	OPTION 1: Other Direct Costs (ODCs) in support of this requirement shallbe in accordance with the attachedPerformance Work Statement (PWS) and all travel costs shall be reimbursed based on actual receipts and in accordance with the Joint Travel Regulations (JTR). NTE \$86,000.00 (O&MN,N)	1.0	LO	\$86,	000.00
		Option				
9201	U099	OPTION 2: Other Direct Costs (ODCs) in support of this requirement shallbe in accordance with the attachedPerformance Work Statement (PWS) and all travel costs shall be reimbursed based on actual receipts and in accordance with the Joint Travel Regulations (JTR). NTE \$86,000.00 (O&MN,N)	1.0	IO	\$86,	000.00
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#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

# PERFORMANCE WORK STATEMENT EXPLOSIVE ORDNANCE DISPOSAL GROUP TWO (EODGRU TWO) TECHNICAL, OPERATIONAL AND INSTRUCTOR SUPPORT

#### 1.0 BACKGROUND

Since the attacks of September 11, 2001, the supporting role of the Naval Explosive Ordnance Disposal (EOD) community in the Global War on Terrorism (GWOT) has greatly increased. Commander, Explosive Ordnance Disposal Group TWO (COMEODGRU TWO) units maintain a presence in Afghanistan, Iraq, and aboard various warships supporting U.S. Central Command, Third Fleet, and Second Fleet operations. In addition, EOD Group TWO is routinely tasked to support the U.S. Secret Service and other CONUS and OCONUS EOD missions.

The ubiquitous and longstanding presence of COMEODGRU TWO personnel providing global support since September 11, 2001 has impacted all aspects of individual and detachment training requirements. Extended, accelerated, and unplanned deployments continue to create cataclysms in individual and detachment pre-deployment training and support that are already competing for limited resources. EOD Training and Evaluation Unit Two (EODTEU TWO), as the sole unit providing the requisite advanced training to EOD personnel and detachments prior to deployment to U.S. Central Command, U. S. Southern Command, U.S. Africa Command, U. S. European Command, Fourth Fleet, Fifth Fleet and Sixth Fleet will need to augment its training force with contractor personnel to assist with the increased, and surge, training requirements. EOD Expeditionary Support Unit Two (EODESU TWO) supports the material management support for EODGRU TWO commands, both CONUS and OCONUS.

EODGRU TWO is located aboard Joint Expeditionary Base Little Creek, Virginia Beach, Virginia. EODTEU TWO is located aboard Joint Expeditionary Base Fort Story, Virginia Beach, Virginia. This is the administrative and curriculum headquarters for the unit and where the majority of ULTRA portion of the FRTP (classroom instruction and laboratory training) is conducted. EODTEU TWO Detachment Fort Pickett is located aboard the Virginia National Guard Post in Blackstone, Virginia. EODTEU TWO Fort Pickett Detachment is where the majority of EODGRU TWO field exercises/training and weapons/convoy training is conducted.

#### 2.0 PERIOD OF PERFORMANCE

The period of performance associated with this PWS shall be for a twelve (12) month base period, and two (2) twelve (12) month option years to be exercised at the option of the Government.

#### 3.0 PLACES OF PERFORMANCE

- a. EODTEU TWO Fort Story, VA
- b. EODGRU TWO NAB Little Creek, VA
- c. Detachment FT PICKETT, Blackstone, VA
- d. Other places and locations as directed by EOD Group Two COR and Contracting Officer

#### 4.0 OBJECTIVE

The objective of the Performance Work Statement (PWS) is to acquire subject matter expertise (SME) and support to assist with various aspects of EODGRU TWO's and Navy Expeditionary Combat Command's (NECC) training mission. The contractor shall provide the necessary level of support to successfully accomplish all requirements set forth within this PWS. All contractor personnel must possess the necessary qualifications, skills, background, and expertise as specified within this PWS.

## **4.1 Breadth of Personnel Requirements**

The contractor shall provide the necessary level of support to successfully accomplish all requirements set forth within this PWS. All contractor personnel must possess the necessary qualifications, skills, background, and expertise as specified within this PWS.

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The following table expresses a notional combination of skill levels appropriate to this PWS. The key to success is the ability of the contractor to provide a wide range of skills within the total personnel cadre that enables seamless cross-assignments and level-loading of personnel, i.e., personnel who are equally capable of providing classroom instruction, developing exercise scenarios and assessing readiness.

EODGRU TWO Training Support Services						
Position	FI	TE	Location			
Task 1	1	1	1-Virginia Beach, VA			
Task 2	8	8	8- Fort Pickett, Blackstone VA			
Task 3	4	4	4- Virginia Beach, VA			
Task 4	1	1	1 - Virginia Beach, VA			
Task 5	1	1	1 - Virginia Beach, VA			
Total Positions	3	15				

\*Table 1-1 Notional EODGRU TWO Support Services Level of Effort Requirements.

#### 5.0 SCOPE/DESCRIPTION OF WORK:

The purpose of this performance work statement (PWS) is to acquire subject matter experts (SME) to support the development, coordination, execution, and documentation of all aspects of EOD training support. The contract support will free our limited EOD and diving forces for deployment and ensure continuity of our escalating requirements. The contractor will provide SMEs familiar with the tasks assigned by EODGRU TWO to support the tasking in this SOW. The key to accomplishing the technical requirements of this contract are the personnel assigned. The premise behind contractor manning is "one team," with each contractor's primary role defined and secondary skills applied across the effort to promote efficiency and flexibility. It is envisioned that the contractor will effectively manage its workforce across the program, including shifting resources to apply expertise to tasks most effectively and to accommodate changes in schedules, high-tempo requirements and/or simultaneous events. EODGRU TWO's expectation is such that the contractor will provide a workforce of individuals each capable of serving in many of the capacities described herein.

## **5.1** Task 1: Naval Salvage Diving Readiness and Training Coordination Support (MDSU 2) – JEB Little Creek. The contractor shall:

- Maintain all database systems that support and provide authoritative data to all MDSU Training Reporting and Defense Readiness Reporting- Navy (DRRS-N)
- Develop exercise scenarios based on real world intelligence and events, MSELs, and schedules of events
- Schedule, coordinate, check out, and open and close demolitions and small arms ranges, and training areas
- Schedule and coordinate barracks as required
- Coordinate and set up scenarios at the training sites and perform exercise role playing as required
- Draft post-exercise reports and other correspondence
- Develop short and long range training plans
- Assist with managing a budget
- Assist the Readiness Officer in managing and coordinating training requirements
- Provide material solution recommendations to Salvage Diving Tactics, Techniques, and Procedures (TTP)
- Track status of recurring reports
- Maintain a master library of all applicable references

#### Education/qualification/experience:

The SME qualifications for this level of support is a previous qualified Navy Master Diver having obtained 15 years of knowledge and experience in the U.S. Naval Diving program, four years management experience in Expeditionary Diving and Salvage operations and plans, and the duties described above.

**5.2** Task 2: Combat Shooting and Tactical Vehicle Operation Instructor Support (EODTEU TWO) – Fort Pickett, Blackstone VA. In support of NECC and all subordinate units training at Fort Pickett the contractor shall:

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- Support and instruct basic to advanced levels of classroom and practical instruction involving live fire combat shooting and Small Unit Tactics (SMUT) operations and techniques
- Support and instruct the safe operation and employment of the 9MM pistol, 5.56 MM rifle, .50 cal rifle, 7.62 caliber weapon systems, shotgun and various crew serve weapon systems.
- Provide classroom and practical instruction on Tactical Vehicle Operation and Convoy Procedures in all environments
- Support and instruct the safe operation of simulation weapon systems (e.g. Laser Shot shooting, UTM and FX simulations)
- Support and instruct day and night live fire of small arms and the use of night optical device(s)
- Maintain small arms and crew serve weapons ranges in accordance with Army, Navy and Command regulations
- Support EODTEU TWO range coach qualification program, as required.
- Perform operator level weapons maintenance and repairs.
- Assist in the management of Command small arms qualification program and data base
- Instruct individual combative techniques (hand to hand combat training) one contractor
- Support NECC Combat Skills Continuum and other shooting courses executed by EODTEU TWO at FT Pickett during day and night work schedules, as required.
- Extended Work Week authorization as required by current tasking.

#### Education/qualification/experience:

The contractor shall be licensed to operate Light Vehicles through 1 ¼ Ton, HMMMV, MRAP and related equipment. SME qualifications for this level of support is Special Operations Forces (e.g. USN EOD, USMC Recon, USA Ranger/Green Beret, USN SEAL, USAF Combat Controller, UK or Australian SAS) with six (6) years experience and knowledge with the described duties, and is a graduate of:

- STS, MidSouth Shooting Institute, Gryphon or SAFUEC small arms weapons training, or an equivalent small arms weapons training course
- ITI, Gryphon, Tier One or Tony Scotti tactical driving training, or an equivalent tactical driving training course
- A military basic instruction of training course or equivalent instructional training course or experience
- Qualify as Range Safety Officer (RSO) / Range Officer in Charge (OIC), as required.

Qualify Expeditionary Small Arms Munitions Instructor (ESAMI) and Crew Served Weapons Instructor (CSWI), as required.

## **5.3** <u>Task 3: EOD Readiness and Training Coordinator</u> – (ESU2, EODMUs 2, 6, 12) – JEB Little Creek. The contractor shall:

- Maintain all database systems that support and provide authoritative data to all EOD Training Reporting and Defense Readiness Reporting System - Navy (DRRS-N)
- Assist in the management and data entry requirements of Navy Expeditionary Combat Command (NECC) Readiness Cost Reporting Program (RCRP) requirements
- Assist in the management of EODGRU TWO Naval Training Information Management System requirements
- Consult to NECC-wide EOD readiness and training requirements
- Coordinate Joint Readiness Working Group, Executive Steering Committee and Joint Commanders conferences
- Consult in new development of EOD Tactics, Techniques, and Procedures (TTP) and material solutions
- Assist with EOD force level schools funding data management
- Assist in the planning and coordination of EODGRU TWO exercise participation
- Develop exercise scenarios based on real world intelligence and events
- Develop master scenario of events lists (MSEL)
- Develop short and long range training plans
- Develop exercise scenarios based on real world intelligence and events, master scenario of events lists (MSEL), and schedules of events
- Schedule, coordinate, check out, and open and close demolitions and small arms ranges, and training areas
- Schedule and coordinate barracks as required

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- Coordinate and set up scenarios at the training sites and perform exercise role playing as required
- Draft post-exercise reports and other correspondence
- Develop short and long range training plans
- Assist with managing a budget
- Assist the Readiness Officer in managing and coordinating training requirements
- Provide material solution recommendations to EOD TTP.
- Assist EODMU RTO in managing Unit Training Administration through Readiness Cost Reporting Program (RCRP) and Advanced Skills Management
- Assist EODMU RTO in managing Individual Training Records through Advanced Skills Management (ASM) system
- Assist EODMU RTO in managing Unit Training Plan through NTIMS
- Assist EODMU RTO in managing Required Master Schools list, in Liaison with EODGRU TWO Schools Coordinator, through FLTMPS
- Assist EODMU RTO compile and report training lessons learned throughout the FRTP
- Assist EODMU RTO provide accurate and timely FRTP data to the EODMU N3 for entry into WEBSKED
- Assist EODMU RTO record progress throughout the FRTP
- Assist EODMU RTO schedule and coordinate local training areas and ranges
- Assist EODMU RTO develop and execute Sustainment and Advanced Training
- Provide for continuity and Title 10 support for unit assets while staff is deployed

## Education/qualification/experience:

The SME support shall have six (6) years of knowledge and experience as a US EOD Technician with the described duties.

## **5.4** Task 4: Master Training Specialist-Instructor/Training Advisor (EODTEU TWO) – JEB Little Creek-Fort Story. The contractor shall:

- · Knowledge and experience in utilizing various C-IED training aids to enhance training based on enemy TTPs and course objectives;
- · Knowledge and experience in managing instructor qualifications, certifications, student counseling techniques, and professional development training;
- · Knowledge and experience as Subject Matter Expert (SME) for assigned divisions and in evaluating C-IED training exercises and available resources; role players, equipment, training aids, etc.
- · Knowledge and experience in supporting "multi-divisional" complex training schedules to accommodate customer training needs;
- · Knowledge and experience in providing material solution recommendations to EOD Tactics, Techniques, and Procedures (TTP);
- · Knowledge and experience in communicating with senior government officials regarding program status, milestones, obstacles, etc.
- Secret Clearance eligibility is required (must provide proof within 30 days of contract award, that clearance process is available or has been initiated).

#### Education/qualification/experience:

The SME support shall have a minimum of ten (10) years of operational EOD experience and current master instructor qualifications. They shall also have a Master Training Specialist (MTS) or equivalent certification from cognizant DoD authority and have served as an instructor in a formal EOD Training Program.

## 5.5 Task 5: Perform Learning Systems Office- EODTEU TWO, JEB Fort Story. The contractor shall provide:

- Subject Matter Expertise in utilizing various C-IED training aids to enhance training based on enemy TTPs and course objectives
- Subject Matter Expertise in validating EODTEU ONE/TWO Basic and Advanced Training COI and related materials for complete full-length courses. Materials include self-contained training products such as training aids, methods, plans, etc.
- Analyze technical material and conduct field visits to determine, review, and validate the scope and content

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- of EODTEU ONE/TWO Basic and Advanced Training courses and compliance with High Risk training safety requirements.
- Conduct Formal Course Reviews (FCR) on a tri-annual basis to maintain content currency and accuracy for all approved EOD Training Unit courses. Studies technical material and conducts field visits to determine, review, and validate the scope and content of Basic and Advanced Training courses and compliance with High Risk training safety requirements. Review developed curricula to ensure compliance with approved curriculum development standards.
- · Conducts new course curriculum development (Plan, Analyze, Design, Develop, Implement and Evaluate Phases) to develop training materials for complete Basic and Advanced Training courses, or major course units of comparable scope. Reviews and evaluates existing training material and determines its usefulness or need to revise or develop new materials in compliance with the instructional design.
- Develop and review the Test Plans for all approved training courses. Evaluate all training courses, Knowledge and Performance test results, and grading criteria to determine eligibility and validity. Develop data collection instruments as interviews, questionnaires, instructor evaluations, student critiques, and checklists.
- Analyze learning objectives and corresponding measurement instruments for training and course development. Participate in EOD Basic and Advanced Training special projects such as pilot programs, functional process improvement teams, quality teams, and working groups. May serve as the team leader or project officer.
- · Participate in the development and review process of Navy Mission Essential Task List (NMETL) grading standards for EOD and Salvage Diver Force training requirements.
- · Monitor and assist training EODTEU Two divisions in the conduct of their training course testing, grading, and test evaluation programs. Conducts continuous curriculum evaluation to assess effectiveness of Basic and Advanced Training texts, lesson plans, course material, and presentations.
- Conduct continuous curriculum evaluation to assess effectiveness of EODTEU ONE/TWO Basic and Advanced Training texts, lesson plans, course material, and presentations.
- Reviews and validates the quality of Basic and Advanced Training courses and courseware through visits to training sites, review of evaluation questionnaires and analysis of available data. Inputs end-of-course critiques, field evaluation, and instructor/student questionnaire feedback information;
- Conduct instructor technique evaluations for course certification. Manages and monitors instructor staff training requirements and qualification and instructor training records. Advises and counsels command on requirements and shortfalls in curriculum, training material, training support, and instructor qualifications.
- Monitor and assist instructor staff training requirements and qualification, instructor training records, and Master Training Specialist qualifications. Advise and counsel command on requirements and shortfalls in curriculum, training material, training support, and instructor qualifications.
- Provides direction to course managers in the documentation of changes and updates to curriculum and the required change approval and implementation process. Insure compliance with the process requirements, accuracy and completeness of documentation.

#### Education/qualification/experience:

The SME support shall have a minimum of ten (10) years of operational EOD experience and current master instructor qualifications. They shall also have a Master Training Specialist (MTS) or equivalent certification from cognizant DoD authority and have served as an instructor in a formal EOD Training Program.

#### 6.0 INSTRUCTOR QUALIFICATIONS

- **6.1 Instructor Qualification and High-Risk Screening Requirements**: Contractors will adhere to the same instructor qualification process and/or high-risk screening requirements as the command's military instructors and personnel. Contractors that do not qualify, comply with, or maintain instructor qualification/certification or pass the high-risk screening process will be replaced.
- **6.2** Instructor Qualification (Exercise and Training Planner/Coordinator, and Combat Shooter and Tactical Vehicle Operation Instructor): Contractors assigned as instructors shall be qualified to teach in terms of both quality of the instructional skills and technical proficiency in the subject(s) assigned. Qualification standards will be in accordance with applicable DoD, Navy, and command directives, to include completion of command and course indoctrination; demonstration of familiarization with lab, equipment, and safety procedures; development of personalized instructor guides; completion of knowledge and performance tests related to the area assigned to teach,

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auditing specific lesson topics; and CPR certification.

- **6.3** High-Risk Screening (Exercise and Training Planner/Coordinator, and Combat Shooter and Tactical Vehicle Operation Instructor). Contractors assigned to positions as instructors and performing high-risk training instruction as defined by Navy directives will have completed a physical exam within the last five years documented with a DD Form 2808 or a comparable civilian form. Contractors performing high-risk training instruction will be required to submit to and pass the command's high-risk screening requirements in accordance with OPNAVINST 1500.75 (series): completion of the medical questionnaire (OPNAVINST 1500.75A, enclosure 2), a medical record screening, a medical officer interview, and a Commanding Officer interview. The medical officer interview, if the deemed necessary by the command, will be scheduled by and performed by military medical officer as delineated by EODTEU TWO (OPNAVINST 1500.75A, enclosure 2) to ensure screener familiarity with high-risk screening requirements.
- **6.4 Maintaining Instructor Qualifications:** The Contractor shall maintain documentation for each Instructor detailing that individual's qualifications in accordance with the requirements of the task. Substitution of Instructors or the addition of new Instructors during a course shall be communicated to the Contracting Officer's Representative (COR) prior to the convening date. The COR will have the authority to review and approve the Instructor's qualifications.

#### **6.5** Additional Instructor Requirements:

- **6.5.1** Contractor personnel shall wear all required personal protective operating procedures equipment while conducting training in accordance with applicable Command directives, standard and OSHA standards. Contractor personnel shall be required to work outside in desert and coastal areas. Suitable protective outer garments (e.g. fleece jackets/pants, fleece hats/gloves, Gortex rain jacket/pants, Thinsulate boots, floppy sunhat) will be required to be worn by Contractor personnel during inclimate periods. Protective outer garments should be uniform (e.g. same brand and color). Contractor personnel comfort and safety from these environments is paramount. Outer garments are to be provided and replaced by Contractor.
- **6.5.2** In accordance with OPNAVINST 1500.75B, a psychological evaluation will be required for all Contractor personnel assigned under all tasks and particularly those of high risk nature and/or sensitivity of the scope of work (e.g. Combat Shooting, etc). The Medical Questionnaire (Appendix B, OPNAVINST 1500.75B enclosure (2)) and the Results of Medical Screening (Appendix B, OPNAVINST 1500.75A enclosure (3)) will be required to be completed. Documentation shall be maintained by the Contractor, provided to the COTR, and available for government review upon request. A copy of the documentation shall be provided to the COMEODGRU TWO Medical Officer for review and will be kept on file in the COMEODGRU TWO and EODTEU TWO medical departments. Contractor medical records and psychological evaluation will be physically secured and be considered "staff in confidence" information and will not be released unless authorized by the Contactor or if deemed necessary by the COMEODGRU TWO Medical Officer (e.g. medical emergency, high risk certification inspection.)
- **6.5.3** Contractor duties require moderate physical exertion such as long periods standing, walking over rough, uneven, or rocky surfaces requiring bending, crouching, stooping, reaching, or similar activities in all types of weather conditions ranging from very hot (110 F summer) to very cold (30 F winter). The work requires lifting of items up to 50 lbs., such as tools, small arm weapons and inert ordnance items. The work may require specific, but common, physical characteristics and abilities, such as average agility and dexterity. Individuals cannot have seizure disorders, abnormal and uncorrectable near vision, be colorblind, or have substantial hearing loss (hearing aid is acceptable).

#### 7.0 SECURITY REQUIREMENTS:

- **7.1 General.** Performance of this performance work statement (PWS) requires access to classified information up to the level of SECRET for everyone. Accordingly, the government will issue a DD-254.
- **7.2** The Contractor shall designate in writing a Contract Security Officer (CSR). The CSR is the government point of contact and responsible for handling all contractors to government related security matters. Within five (5) calendar days after award of this delivery order, the CSR shall submit to the Contracting Officer and the appropriate EOD Group TWO commands security clearances for each contractor requiring access to EOD Group

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TWO units' facilities.

- **7.3 Information Security.** All data provided to the contractor by the Government and/or developed by the contractor for the Government shall be protected from disclosure in accordance with the appropriate classification markings. All other information relating to the items to be delivered or services to be performed under this delivery order may not be disclosed by any means without prior approval by the Government. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or, any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.
- **7.4 Physical Security.** The contractor shall establish and implement methods of making sure all keys and or electronic lock access codes issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government without authorization from the government. The contractor shall immediately report to the TOM any occurrences of lost or duplicated keys and or lost electronic access codes. In the event keys are lost or duplicated and upon written direction of the TOM, the contractor may be required at no cost to the government to re-key or replace the affected lock or locks.

Furthermore, the government may exclude contractor personnel from certain events, locations and venues for various reasons. The respective technical representative will make every effort to inform contractor personnel of such events, locations, and venues in advance to avoid violations of regulations, procedures, and related embarrassment.

#### 8.0 TASK ORDER MANAGER AND TECHNICAL ASSISTANT DESIGNATION:

The Task Order Manager for this Performance Work Statement will be assigned at time of contract award.

## 9.0 GOVERNMENT FURNISHED INFORMATION:

The government will supply all available documentation required to perform work. The government will make available all required regulations, directives, planning documents, policy documents, schematics etc., necessary to perform assigned tasks

Additionally, all documentation shall be maintained by EODGRU TWO or another appropriate government military medical authority. The government will be responsible for the physical security of the copies and will consider them as "staff in confidence" information and not released unless authorized by the contactor or deemed necessary by the COMEODGRU TWO Medical Officer (e.g. medical emergency, high risk certification inspection.).

## 10.0 GOVERNMENT FURNISHED MATERIAL:

10.1 Special issue clothing unique to government training and safety requirements (i.e. shooting, boating operations, etc.) will be provided by the Government. The contractor will return all special issued clothing to government. Local procedures shall apply to the issuance and return of equipment and clothing. The replacement cost of issued clothing and equipment not returned will be pursued in accordance with applicable legal procedures.

## 11.0 GOVERNMENT FURNISHED EQUIPMENT:

- 11.1 Safety equipment and special clothing unique to government training requirements will be issued to the contractor by the government: When the equipment/clothing is no longer required, the contractor will return the issued items.
- 11.2 The Government shall make available workspace, utilities, infrastructure, telephone access, computers, NMCI High access, NMCI Low access and administrative supplies required for contract performance. Government will supply all available documentation required to perform this task. The government will make available all required regulations, directives, planning documents, policy documents, literature, schematics, etc., necessary to perform assigned tasks.

#### 12.0 Other Direct Costs (ODC):

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Description	Unit Cost	Qty.	Total Costs	Rationale
Random Drug Testing	\$50.00	15	\$750	Random Drug Test 3 times
				during POP, 20% of FTE
Clothing Allowance	\$1500.00	15	\$12,500	As per SOW Instructor Field
				Clothing priced 15 to include
				potential turnover
Service, Supplies, Material,	N/A	N/A	\$35,000	Necessary to meet the tasks
Travel and Training				associated with the T.O.

Contractor trainer/instructors shall be provided an ensemble of shirts and trousers, boots, and a jacket, pants, and gloves for work in outdoor, field conditions, and inclement weather: the clothing will be uniform (same brand, style, and color), but distinctive in that it does not imply that the contractor is a military member. The cost of the ensemble will not exceed \$1500.00 per person. Contractors will not wear military clothing unless otherwise directed.

**12.2 Personal Appearance:** Contractors are expected to present high grooming standards a clean and neat appearance and dress according to the requirements of their positions. Male employees will not wear earrings under any condition. The minimum standard for office work attire is a collared shirt, trousers (no jeans), and hard-soled shoes.

**12.3 Drug Testing:** The contractor shall screen all potential employees for "drug free" employment, initially (pre-employment screening). Three random tests, testing 20 percent of the contractors each test, will be conducted annually during the course of performance. The contractor shall maintain the drug screening schedule and results, and provide them for review to the Contracting Officer on request. Contractors testing positive for drug use through initial screening or randomly will be removed for cause.

#### 13.0 TRAVEL REQUIREMENTS:

The place of performance will be EODTEU TWO Fort Story, Virginia; EODGRU TWO NAB Little Creek, Virginia; and FT PICKETT, Blackstone, Virginia. Actual destinations are subject to change during the course of this SOW. Travel will occur in accordance with the DoD Joint Travel Regulation (JTR). The following destinations, number of trips and durations are estimated in support of this requirement:

Destination	Number of Trips	Number of People	Duration
Yuma Arizona	2	1	3
Newport, RI	2	1	4
Dahlgren, VA	1	1	3
Panama City FL	4	1	5
China Lake CA	3	1	5
San Diego CA	6	1	3
Indian Head MD	2	1	4
Ft Pickett, Blackstone VA	5	1	2
Albuquerque NM	1	1	3
Fayetteville NC	1	1	3
Washington DC	4	1	3

The contractor personnel required for each trip will be based on the specific support requirements. Contractor's travel shall be coordinated and approved by the COR. Transportation of material/equipment shall be done by the Contractor at the Contractor's expense provided it fall within the scope of work performance outlined in this document and is during the timeframe provided within the scope of this task.

#### 14.0 DATA DELIVERABLES

The contractor is responsible for the following deliverables. All correspondence will have the contract number on the front sheet. The COR shall review all deliverables. Deliverables deemed unacceptable shall be returned to the contractor for re-work within fifteen (15) days and shall be resubmitted by the contractor no later than five (5) days after return.

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<u>Document</u>	<u>Due</u>	Classification
Task Order Management Plan	Within 21 days of TO start	Unclassified
Trip Reports	Within 10 days after travel completed	Unclassified
Monthly Status Reports	15 <sup>th</sup> of following month	Unclassified
Meeting Minutes/Conference Reports	Within 5 days following meeting or	Unclassified/
	conference	Secret
Training Materials	As required	Unclassified/
		Secret
Technical Reports	As required	Unclassified/
		Secret
Final Report	Within 15 days of PoP completion	Unclassified

- **14.1 Monthly Status Report.** The contractor will provide Monthly Status Reports. The report will cover the period of the previous calendar month and is due to the COR by the 15<sup>th</sup> calendar day of the month following the reporting period. The report shall document and/or include:
  - · Significant work anticipated for the next reporting period
  - · Reimbursable travel accomplished to include dates, person, location, and purpose
  - · A Financial Status Report which includes Actual Summary of Hours and Actual Detailed Hours. The Detail of Hours shall include (as a minimum) employee names, skill levels, labor hours by project/module, rates, monthly costs, cumulative costs, and Other Direct Costs (ODC). Contractor format is acceptable.
  - · Progress for the Period: The Contractor shall provide a summary of work, and activities, accomplished during the reporting period. Significant technical and programmatic work accomplishments.
  - Activities Planned: The contractor shall provide a brief summary of planned activities to occur in the next reporting period.
  - Problems Encountered: The Contractor shall provide a brief summary of any problems, issues or delays
    identified/encountered and recommendations as to their resolution, or any corrective action that was taken to
    correct identified problems.
  - Curriculum Revisions: The Contractor shall provide recommended changes to the training curriculum, a
    brief explanation as to why revisions are recommended, and the impact of such revisions. Travel Report:
    The Contractor shall provide a brief summary addressing all travel occurred during the reporting period, the
    outcome of said travel and the costs incurred. If more than one travel event occurred during the reporting
    period, the report shall address each event separately.

If significant variance with either the approved schedule or budget is discovered or an irresolvable issue is encountered, the contractor shall notify the Contracting Officer immediately and not depend on the monthly report to inform the government.

- **14.2 Meeting Minutes/Conference Notes.** The contractor shall take all minutes and notes for all contract related meetings and provide them to the Contracting Officer within five days of the meeting for mutual concurrence.
- **14.3 Final Report.** The Contractor shall provide a final report, to the COR, within 15 days from the conclusion of this contract period. The report shall summarize all monthly reports addressing: objectives achieved, significant issues, problems and recommendations to improve the process in the future.
- **14.4 TOMP:** The contractor shall effectively convey the Task Management Approach the contractor shall take to accomplish the effort contained in this PWS. This approach will address task organizational structure, personnel (including relevant experience) and a resource chart with corresponding labor categories and number of hours anticipated for work completion.

#### **15.0 OTHER CONDITIONS/REQUIREMENTS:**

**15.1 Hours of Operation:** Normal working hours are 7:30 AM to 4:00 PM, Monday through Friday, with the exception of Federal government holidays, and include an allowance for a 30 minute lunch period. However, there may be circumstances where work hours may be adjusted to meet mission critical requirements.

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During instruction of the following courses are circumstances where the normal working hours of 7:30 AM to 4:00 PM may not apply:

- · Advance Expeditionary Combat Skill course.
- The Intermediate Expeditionary Combat Skill course.
- The FTX training period (IED/UXO Training Aid Specialists, EOD/IED Instructors, WMD Instructors, MCM/UW instructors.
- · Exercise days for MCM instruction.
- · Exercise days for limpet instruction.

Typically, instruction for these courses incur 12 hours of hands on training, and additional time for transit, however, the limpet instruction is typically 17 hours per day. The Project Manager and the TOM will mutually agree on deviations to the schedule.

Curriculum development, equipment maintenance and other tasks require one day per week on average to complete.

Additionally, the following government holidays are typically observed by government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Typically, there is no training conducted during government holidays.

- **15.2 SAFETY**: Nothing in the PWS, nor any Government action or failure to act in surveillance of this contract, shall relieve the contractor of its responsibility for the safety of the contractor's personnel and property, the Government's personnel and property, and the general public. Furthermore, nothing in this PWS shall relieve the contractor of its responsibility for complying with applicable Federal, State, and Local laws, ordinances, codes and regulations (including those requiring applicable licenses and permits) in connection with the performance of this contract delivery order.
- **15.3 Mishap**: If a mishap involving services under this contract results in an injury or death, the contractor shall, within one (1) hour, promptly report the incident to the EODGRU TWO COR/TA and the assigned contract Program Manager. If the Navy conducts an investigation of the accident, the contractor shall cooperate and assist Government personnel until the investigation is complete. Contractors shall allow authorized Government representatives access to the contractor's facilities, personnel and safety program documentation.
- **15.4 Medical Care:** Emergency medical care is available in government facilities to contractor employees who suffer on-the-job injury or illness. The Contractor shall make care reimbursement to the appropriate Navy collection agent upon receipt of statement(s).
- **15.5 Misconduct:** Any disciplinary problem between contract employees and military staff or students such as fraternization, sexual harassment, or racial discrimination shall be immediately reported to the Contractor's Project Manager and the TOM. Upon notification, the Contractor shall investigate the complaint and submit a response to the TOM within 24 hours. If the investigation determines the complaint is justified, the Contractor shall provide a course of action to be taken to resolve the problem within 3 working days of the notification. The government reserves the right to accept or reject the Contractor's recommended resolution.
- **15.6 Impaired Personnel:** Should the contractor be found to perform unsatisfactorily or be unfit for duty at any time during the course of the task order performance, the contractor may be asked to leave if it is deemed to be in the best interests of EOD Group TWO. The command COTR on the site of unsatisfactory performance, in coordination with the Contacting Officer, shall make this decision. If an investigation determines the complaint and removal was justified, the contractor shall replace the individual.
- **15.7 Disclosure of Information**: Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

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- **15.7.1** Performance of this effort may require the Contractor to access and use data and information proprietary to a government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the government and/or others.
- 15.7.2 Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the government, except to authorized government personnel, or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the government between the contractor and the data owner which provides for greater rights to the contractor.
- **15.7.3** The Contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.
- **15.8 Limited Use of Data**: Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

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

**15.9 Vehicle and Equipment Operation:** Contractors shall possess the required licenses to operate military vehicles in the assigned job task. The contractor may be held liable for all damages resulting from willful misconduct in the operation of military owned or leased equipment.

## 16.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

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

The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

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

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## SECTION D PACKAGING AND MARKING

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

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## SECTION E INSPECTION AND ACCEPTANCE

## QUALITY ASSURANCE SURVEILLANCE PLAN AND MATRIX

#### 1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

#### 2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52-212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

#### 3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

#### 4.0 RESPONSIBILITIES

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

- Contracting Officer The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.
- Task Order Manager (TOM) An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

## 5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix (Attachment 1) describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

• Customer Feedback – Customer feedback may be obtained 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,

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must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.

- Random Monitoring Random monitoring shall be conducted if and when deemed necessary
  to ensure compliance with the terms of the contract. The TOM will conduct the random
  monitoring.
- Random Checks/Inspections Random checks will be conducted to ensure compliance with the terms of the contract. The TOM will conduct the random monitoring.

## 6.0 IDENTIFIED QA SURVEILLANCE ITEMS

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

## 7.0 DOCUMENTATION

The TOM will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract.

#### 8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor. Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

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## **QASP MATRIX**

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Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS.	Inspection by the TOM	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Services PWS Tasks	The contractor shall provide training support services IAW the Performance Work Statement (PWS).	Inspection by the TOM	Random	All tasks performed IAW PWS.
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	95% accuracy
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the TOM	Annual	All performance elements rated Satisfactory (or higher)

<sup>-</sup>If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

#### **INCENTIVES/DISINCENTIVES:**

The TOM will make 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 TOM's annual report, may result in termination of the contract and may also result in the loss of future Government contracts.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

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.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8001 8/17/2014 - 8/16/2015 9001 8/17/2014 - 8/16/2015

## CLIN - DELIVERIES OR PERFORMANCE

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

8001 8/17/2014 - 8/16/2015 9001 8/17/2014 - 8/16/2015

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

 8101
 8/17/2015 - 8/16/2016

 8201
 8/17/2016 - 8/16/2017

 9101
 8/17/2015 - 8/16/2016

 9201
 8/17/2016 - 8/16/2017

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

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

#### 5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: NAVSUP Fleet Logistics Center Norfolk Warranted Contracting Officer

Address: 1968 Gilbert Street, Suite 600

Norfolk, VA 23511 Phone: 757-443-1601

(End of Clause)

#### CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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

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

Name: Greg Finke

Address: 1968 Gilbert Street, Suite 600

Norfolk, VA 23511 Phone: 757-443-2066

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.



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Address: 1968 Gilbert Street, Suite 600

Norfolk, VA 23511 Phone:

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

Name: N/A Address: Phone:

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

Name: DFAS Cleveland Address: P.O. Box 998022 Cleveland, OH 44199-8032

- 5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:
  - a. Liaison with personnel at the Government installation and the contractor personnel on site;
  - b. Technical advice/recommendations/clarification on the statement of work;
  - c. The statement of work for delivery/task orders placed under this contract.
  - d. An independent government estimate of the effort described in the definitized statement of work;
  - e. Quality assurance of services performed and acceptance of the services or deliverables;
  - f. Government furnished property;
  - g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
  - i. Certification of invoice for payment.

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

COR Name:
Address: Explosive Ordnance Disposal Group TWO, N4
2520 Midway Rd., Suite 100
Virginia Beach, VA 23459-3324
Phone:
Email:

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

Name: N/A Address: Phone:

- 6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:
  - a. Identifying contractor deficiencies to the COR;
  - b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
  - c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;

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- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: N/A Address: Phone:

- 7. ORDERING OFFICER is responsible for:
  - a. Requesting, obtaining, and evaluating proposals for orders to be issued;
  - b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
  - c. Obligating the funds by issuance of the delivery/task order;
  - d. Authorization for use of overtime;
  - e. Authorization to begin performance; and/or
  - f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of ------

Name: N/A Address: Phone:

(End of text)

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

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

- 1. The Procuring Contract Office (PCO) is responsible for:
  - a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.
  - e. Post award conference.
- 2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
- 3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
- 4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of

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duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

#### a. Technical Interface

- (1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.
- (2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

#### b. Contract Surveillance

- (1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.
- (2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.
- (3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.
- (4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The <u>initial</u> CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

#### c. Invoice Review and Approval/Inspection and Acceptance

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

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- (2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.
- (3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.
- (4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."
- d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

#### e. Administrative Duties

- (1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.
- (2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.
- (3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.
- f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

#### Enclosure (1)

- g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.
- h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

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

- (1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.
- (2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.
- (3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.
- 5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the

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contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
  - d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

Accounting Data

SLINID PR Number Amount

LLA :

AA 1741804 60CC 252 4582A D 060951 2D C025AD 40273437MGAQ

9001 N4027314RC025AD 86000.00

LLA :

AA 1741804 60CC 252 4582A D 060951 2D C025AD 40273437MGAQ

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteranowned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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#### SECTION I CONTRACT CLAUSES

52.204-2	Security Requirements	AUG 1996
52.232-33	Payment by Electronic Funds TransferSystem for Award Management	JUL 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
		AUG 2010
52.245- 1Alt 1	Government Property (Aug 2010) Alternate I	
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.209-7001	Disclosure of Ownership or Control by the Government of a	JAN 2009
	Terrorist Country	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled	DEC 2006
	By The Government of a Terrorist Country	
252.237-7010	Prohibition on Interrogation of Detainees by Contractor	JUN 2013
	Personnel	
252.243-7002	Requests for Equitable Adjustment	DEC 2012

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days.

(End of clause)

#### 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 14 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed FIVE (5) YEARS.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV

2011)

- (a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.
- (b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to under Acquisition Regulation 3.104-2.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission o
- (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 WA
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

2-IN-1

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

#### GOVERNMENT

(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

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#### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	V55322
Ship To Code	V55322
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	V55322
Service Acceptor (DoDAAC)	V55322
Accept at Other DoDAAC	N/A
LPO DoDAAC	V55322
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

- (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 s
- (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.

marla.mouton@navy.mil, LS1 MARLA MOUTON, 757-462-1719 X 3005

- (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.

marla.mouton@navy.mil, LS1 MARLA MOUTON, 757-462-1719 X 3005

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

(End of clause)

5252.204-9400 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/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.

#### 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.

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#### 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

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 NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded

to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

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

- 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.

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## SECTION J LIST OF ATTACHMENTS