

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-16-D-8852		2. DELIVERY ORDER NO. N0024417F3000		3. EFFECTIVE DATE 2017 Feb 01		4. PURCH REQUEST NO. RC000617RC0014C		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 Isabelito M Cabana/200 619-556-6834			CODE N00244	7. ADMINISTERED BY DCMA ORLANDO 3555 MAGUIRE BLVD. ORLANDO FL 32803-3726			CODE S1002A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Leading Solutions, LLC 3491 West Vine Street, Sun Plaza Kissimmee FL 34741-4668			CODE 57KC7	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	X SMALL			
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X	SMALL DISADVANTAGED			
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		X	WOMEN-OWNED			
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE			Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Leading Solutions, LLC			Wendy Lichtenstein CEO								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY: /s/Brian W ODonnell			25. TOTAL \$349,356.92		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN				ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:			01/17/2017 CONTRACTING/ORDERING OFFICER				
INSPECTED	RECEIVED										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS		FINAL				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER				
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		35. BILL OF LADING NO.				
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

FSC Code: R706 – Logistics Support Services
Zone: 6 (Southwest Zone)

POC: Isabelito M. Cabana Contract Negotiator
NAVSUP Fleet Logistics Center San Diego
Phone: 619/556-6834
Email: Isabelito.Cabana@navy.mil

Type of Task Order: Firm Fixed Price (FFP)

POP Base Year: 1 February 2017 – 31 January 2018

Duration: The requirement is for a base year, and 4 one-year option periods.

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SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	Logistics and Administrative Support Services. Base (O&MN,N)	12.0	MO		
8001	Travel Expense - See PWS 1.6.13 Travel Schedule (O&MN,N)	1.0	LO		
8010	Logistics and Administrative Support Services - Option 1 (O&MN,N) Option	12.0	MO		
8011	Travel Expense - See PWS 1.6.13 Travel Schedule; Option 1 (O&MN,N) Option	1.0	LO		
8020	Logistics and Administrative Support Services - Option 2 (O&MN,N) Option	12.0	MO		
8021	Travel Expense - See PWS 1.6.13 Travel Schedule; Option 2 (O&MN,N) Option	1.0	LO		
8030	Logistics and Administrative Support Services - Option 3 (O&MN,N) Option	12.0	MO		
8031	Travel Expense - See PWS 1.6.13 Travel Schedule; Option 3 (O&MN,N) Option	1.0	LO		
8040	Logistics and Administrative Support Services - Option 4 (O&MN,N) Option	12.0	MO		
8041	Travel Expense - See PWS 1.6.13 Travel Schedule; Option 4 (O&MN,N) Option	1.0	LO		

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

Commander Naval Beach Group One Logistics and Administrative Support Services NAB Coronado, San Diego, CA

Part 1

General Information

1. **GENERAL:** This is a non-personal services contract to provide Logistics and Administrative Support Services to Naval Beach Group ONE (NBG-1) staff and component commands. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Logistics and Administrative Support Services to Naval Beach Group ONE (NBG-1) as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Background:** Naval Beach Group ONE (NBG-1) is an echelon IV command with five component commands: Amphibious Construction Battalion ONE (ACB-1), Assault Craft Unit ONE (ACU-1), Assault Craft Unit FIVE (ACU-5), Beach Master Unit ONE (BMU-1), and Naval Beach Unit SEVEN (NBU-7). The mission of NBG-1 is to operate in single or multiple geographic locations, conduct forward littoral presence operations in support of amphibious operations, assault follow-on operations, maritime prepositioning force operations, and joint logistics over-the-shore. Missions include peacetime forward littoral operations and humanitarian assistance operations in support of the Department of State. The aforementioned missions require current and future operations planning, material management, and complex personnel management functions

This performance work statement (PWS) provides for the necessary skill sets to support the daily operational tempo of Naval Beach Group ONE (NBG-1). The identification of these specific support requirements was necessitated by the fact the tasks are perishable skills that are and have exceeded the capability of the active duty work force. The Logistics Support, Reserve Training Coordinator tasks have been the focus of previous contracts for the last 10 years at the NBG-1. The Inventory support and Travel Administration positions are newly identified requirements at NBG-1.

1.3 **Objectives:** The contractor shall provide Logistics Support, Asset/Inventory Support, Travel Administration, and Reserve Training Coordination.

1.4 **Scope:** Services shall include:

1.4.1 Logistics Support – Table of Allowance (TOA) management supporting the material outfitting of NBG1.

1.4.2 Asset/Inventory Support – Inventory management to ensure the integrity and accountability of material assets assigned to NBG-1 units.

1.4.3 Travel Administration – Administrative support for personnel travel for conferences, events, and Fleet exercises for Active and Reserve components.

1.4.4 Reserve Training Coordination –Administrative support for the manning and training coordination of over five hundred Reserve personnel.

1.5 **Period of Performance:** The period of performance shall be for a Base Year of 12 months and four 12-month option periods. The Period of Performance reads as follows:

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POP	BEGIN	END
BASE YEAR	1 FEBRUARY 2017	31 JANUARY 2018
OPTION YEAR 1	1 FEBRUARY 2018	31 JANUARY 2019
OPTION YEAR 2	1 FEBRUARY 2019	31 JANUARY 2020
OPTION YEAR 3	1 FEBRUARY 2020	31 JANUARY 2021
OPTION YEAR 4	1 FEBRUARY 2021	31 JANUARY 2022

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Quality Control Plan (QCP) will be part of proposal submission and evaluation (see Section L). The contractor shall receive the contracting officer's acceptance in writing of any proposed change to the submitted QCP.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The contractor is not required to perform services on the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 0700 to 1630 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Places of Performance: The work to be performed under this contract will be performed at the following locations:

Location 1: Naval Beach Group ONE, 3600 Tarawa Road, San Diego, CA 92115

Location 2: Amphibious Construction Battalion ONE, 2524 Eniwetok Road, San Diego, CA 92115

1.6.6 Type of Contract: The government will award a Firm Fixed Price (FFP) contract type.

1.6.7 Security Requirements: The performance of this work will be conducted at the "UNCLASSIFIED" level. Contractor personnel performing work under this contract must have a background check in order to qualify for a contractor ID card, however.

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.8 Special Qualifications: See Section L.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal

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Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel (see definition): Following is list of contractor personnel to include Wage Determination labor category and key or non-key designation:

Contract Title	WD Labor Category	Key/Non-Key
NBG1 Logistics Analyst – TOA Support	01410 Supply Technician	Key
ACB1 Logistics Analyst – TOA Support	01410 Supply Technician	Key
Inventory/Asset Support – DPAS	01052 Data Entry Operator II	Key
ACB1 Training Coordinator	01263 Personnel Assitant III	Key
ACB1 Administrative Assistant (Travel Clerk)	01533 Travel Clerk III	Key
Program Manager	N/A - EXEMPT	Non-Key

Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager shall be available between the hours of 8:00 a.m. to 4:30p.m, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel are listed in Section L of RFP.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contract employees will be required to wear their contractors ID card visibly on the exterior of their clothing.

1.6.13 Contractor Travel The contractor(s) providing logistics support and the contractor providing reserve training coordination, will be required to travel periodically within CONUS and within the NCR during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires approval/authorization by the COR. Tentative travel schedule as follows:

# PAX	ON-SITE # DAYS	TOTAL TVL DAYS	# TRIPS	DESTINATION	REASON FOR TRAVEL	TRAVELER
	2	3	4	PORT HUENEME, CA	MPF IPT	Logistics Analysts
2	4	5	2	JACKSONVILLE, FL	TAILORING CONFERENCE	Logistics Analysts

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2	3	4	2	LITTLE CREEK, VA	NAVFAC SEALIFT CONF	Logistics Analysts
2	3	4	1	WASHINGTON, DC	NAVFAC NEPO CONF	Logistics Analysts
2	2	3	1	HONOLULU, HI	TAILORING CONFERENCE	Logistics Analysts
2	3	4	4	LITTLE CREEK, VA	NAVFAC SEALIFT CONF	Logistics Analysts
2	3	4	2	WASHINGTON, DC	NAVFAC NEPO CONF	Logistics Analysts
1	3	4	2	NEW ORLEANS, LA	RESFOR CONF	Training Coordinator

1.6.14 Other Direct Costs. Not applicable.

1.6.15 Data Rights. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. Also see data rights clauses in Section I of contract.

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI. See OCI clause in Section H of contract.

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PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1 DEFINITIONS:

2.1.1 **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6 **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8 **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12 **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2 ACRONYMS:

ABFC	Advanced Base Functional Component
ACAMS	Army Container Asset Management System
ACB-1	Amphibious Construction Battalion ONE
ACR	Allowance Change Request

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ACU-1	Assault Craft Unit ONE
ACU-5	Assault Craft Unit FIVE
ADT	Active Duty for Training
AIT	Automated Information Technologies
AMD	Activity Manning Document
APSR	Accountable Property System of Record
AT	Annual Training
BMU-1	Beachmaster Unit ONE
BSO	Budget Submitting Office
CAC	Common Access Card
CEEI	Civil Engineering End Items
CESE	Civil Engineering Support Equipment
CNBG-1	Commander, Naval Beach Group ONE
CNSF	Commander, Naval Surface Force
CNSP	Commander, Naval Surface Forces, U.S. Pacific Fleet
COLDS	Cargo Offload Discharge System
COMNAVSURFPAC	Commander, Naval Surface Forces, Pacific Fleet
COMPACFLT	Commander, U.S. Pacific Fleet
COR	Contracting Officer's Representative
DPAS	Defense Property Accountability System
DOD	Department of Defense
DON	Department of the Navy
DRMO	Defense Reutilization and Marketing Office
DTS	Defense Travel System
eNTRs	Enterprise Navy Training Reservation System
EXWC	Expeditionary Warfare Center
FAR	Federal Acquisition Regulation
FDNF	Forward Deployed Naval Force
GMT	General Military Training
IA	Individual Augment
IDTT	Individual Duty Training with Travel
ILS	Integrated Logistics Support
ISO	In Support Of
JTR	Joint Travel Regulations
KO	Contracting Officer
MPF	Maritime Prepositioning Force
MPSRON	Maritime Prepositioning Force Squadron
NAB	Naval Amphibious Base
NACI	National Agency Check with Inquiries
NACLC	Naval Agency Check with Local Agency and Credit Checks
NBU-7	Naval Beach Unit SEVEN
NAVFAC	Naval Facilities Command
NAVMAC	Navy Manpower and Analysis Center
NBC	Naval Base Coronado
NBG-1	Naval Beach Group ONE
NROWS	Navy Reserve Order Writing System
OSO	Operations Support Officer
POE	Projected Operational Environment
PQS	Personnel Qualifications Standards
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QST	Quarterly Sustainment Training
RC	Reserve Component
RFI	Request for Issue
ROC	Required Operational Capabilities
RSO	Reserve Support Operations
RUAD	Reserve Unit Assignment Document
SOP	Standard Operating Procedures

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TOA Table of Allowance
TOPS Transaction Online Processing System

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PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Facilities: The Government will provide the necessary workspace for the contractor to be able to perform in accordance with the PWS. This includes desk space, telephone, computer and NMCI access, and other items necessary to maintain an office environment such as scanners, fax machines, and printers.

3.2 Utilities: All utilities in the facility will be available for the contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices.

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PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall provide all support services delineated in this PWS.

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PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1 Logistics Support: Contractor shall:

Note: See Contract Data Requirements List (CDRL) for summary of deliverables.

5.1.1 Validate the Table of Allowance of NBG-1's four subordinate units by comparing the on hand inventory versus the authorized inventory contained in NAVFAC's ABFC (Advanced Base Functional Component) posted on NAVFAC's Web Portal. This task will be completed annually with a due date of 30 June of each calendar year. The report shall be delivered to the COR.

5.1.2 Prepare and submit the COR a Report of Readiness Condition of TOA Assets report on quarterly basis.

5.1.3 Conduct quarterly TOA meetings with NBG-1 units in order to review program status as defined in the NBG-1 TOA Manager Instruction 4400.1B. The contractor shall provide a summary report to the COR no later than 5 working days after the meeting.

5.1.4 Develop and submit to the COR, a one-time baseline TOA in MS Excel format for the Forward Deployed Naval Force (FDNF) by completion of the 3rd Quarter FY 2018. Baseline TOA shall include identification of Integrated Logistics Support (ILS) requirements and shall use existing TOA's from ACU (displacement and non-displacement) and BMU as basis for TOA construction.

5.1.5 Compile procurement lists in excel format for items required to replace shortages and/or damaged items on a quarterly basis. Submit the completed product to the COR.

5.1.6 Attend the Naval Facilities Engineering Command (NAVFAC) Navy Expeditionary Program Office (NEPO) TOA planning conferences and work with commodity program managers to compile recommendations for prioritization of TOA modernization and recapitalization procurements on a quarterly basis. The report shall be compiled in excel format and submitted to the COR no later than 5 working days after the conference.

5.1.7 Coordinate with NBG-1 Supply Officer and subordinate commands to create an annual Expeditionary Buy Plan that creates procurement lists for TOA items in support of mission requirements. The Expeditionary Buy Plan shall be compiled and submitted in excel format to the COR no later than 30 June each calendar year.

5.1.8 Conduct an annual validation of TOA inventory in order to identify equipment shortfalls and suitable substitutes aboard the Maritime Prepositioning Force Squadron (MPSRON). The inventory shall be completed no later than 30 June of each calendar year.

5.1.9 Review applicable instructions and procedures for NBG-1, ACB-1, ACU-1, and BMU-1 TOAs annually for currency. Review result report shall be submitted to the COR no later than 31 December of each calendar year.

5.1.10 Submit to the COR an Allowance Change Requests (ACRs) to document adds, deletions, and or modifications to NBG-1 unit TOAs on a monthly basis.

5.1.11 Meet with subject matter experts from the NBG-1 staff and subordinate commands to review the existing prepositioned spare parts and collateral lists for the NBG-1 Training Container embarked on MPSRON ships. The parts and collateral lists shall be compiled in excel format for submission to the COR by 31 December of each year (for review by the NBG-1 MPF Officer and the NBG-1 Supply Officer).

5.1.12 Act as Container Control Officer in managing over 300 International Organization for Standardization (ISO) containers to include container inventory. Report the readiness status to the COR annually.

5.1.13 Identify equipment that is at or near its projected end of life and report to the COR and responsible Supply Officer to replace and or dispose of the equipment on a quarterly basis.

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5.1.14 Develop turn-in documentation (DD FORM 1348-1A) for equipment identified to be sent to Defense Reutilization and Marketing Office (DRMO) on a semi-annual basis on or workday before 30 June of each year.

5.1.15 Schedule each month, the pick-up or delivery of TOA items for DRMO..

5.2 Asset/Inventory Support: (Note: The contractor will be located at ACB-1 facility.) Tasks shall be completed on a daily basis unless otherwise noted. The contractor shall:

5.2.1 Conduct a complete annual physical inventory by 31 March each fiscal year, of the NBG-1 TOAs which includes approximately 5,000 TOA line items to include Civil Engineering Support Equipment (CESE) and Civil Engineer End Items (CEEI). The inventory shall be submitted to the COR in excel format.

5.2.2 Conduct DOD Biennial Container Inventory and Readiness Assessment in accordance with OPNAV Instruction 4680.1A, for approximately 350 intermodal shipping containers on bi-annual basis. Task includes updating the Army Container Asset Management System (ACAMS) and receiving, inspecting or expending intermodal shipping containers and updating ACAMS. The inventory shall be completed in excel format and submitted to the COR by 30 June of each fiscal year commencing FY 2017. The ACAMS update completion report shall be submitted via Email notification to the COR (subject to verification by COR).

5.2.3 Reconcile physical on-hand inventory against Advanced Base Functional Component (ABFC) View TOA producing a summary report in excel format. Submit report to COR by last workday of each quarter. Task includes validating delivery and receiving new equipment into NBG-1 TOA and subordinate unit TOAs and providing registration information to Naval Facilities Engineering Command Expeditionary Warfare Center (EXWC).

5.2.4 Record and account all NBG-1 property using Defense Property Accountability (DPAS) as the Accountable Property System of Record (APSR) while ensuring data security and data integrity on a daily basis. In conjunction with this task, the contractor shall:

5.2.4.1 Develop and submit DPAS Migration Plan in MS Word format to migrate NBG-1 assets to DPAS for review and approval by the COR by 30 June 2017. Make correction to the Migration Plan when required by COR and re-submit corrected plan within 2 working days upon notification of the correction by the COR. (Note: Plan must include time table of execution with 100% conversion by 30 September 2019.)

5.2.4.2 Conduct monthly physical inventories in coordination with departmental representatives and company commanders of all Defense Property Accountability (DPAS) registered line items; reconcile results with previous inventories and update Web DPAS; and receive or expend DPAS items and update Web DPAS. A summary physical inventory will be generated in excel format and shall be submitted to the COR no later than the 30th of each month.

5.2.4.3 Validate property tagging actions using Automated Information Technologies (AIT) on current command property and enter results into DPAS and submit a summary in excel format to the COR by the last work day of every quarter.

5.2.4.4 Conduct an annual physical inventory and certification of completion report in word format and submit to the COR no later than 30 June of each calendar year. (The report shall be addressed to Commander Pacific Fleet.)

5.2.4.5 Perform monthly queries in DPAS to provide management information required by the Budget Submitting Office (BSO), the NBG-1 Supply Officer, or other personnel in support of property management or budget related inquiries. A summary of generated report shall be generated in Word format and submitted to the COR no later than the last workday of each month.

5.2.5 Generate and submit Annual Buy Plan (ABP) to COR by 30 June of each year. To generate the ABP, contractor shall:

5.2.5.1 Determine discrepancies between equipment on hand and equipment authorized; and

5.2.5.2 Prioritize recommendations for annual buy plan submissions by working with NBG-1 subordinate units.

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5.2.6 Conduct quarterly physical inventories of Ready-For-Issue (RFI) equipment and submit status report of all material issues in excel format to the COR no later than the 30th day of the third month of the quarter.

5.2.7 Generate a local file to account for all NBG-1 assets and maintain in paper and electronic formats. Records shall be retained for a period beginning at time of receipt and expiring three years after an item has been retired, disposed, transferred, or surveyed. Task shall be completed and submitted to the COR by 30 September 2017.

5.2.8 Conduct weekly visits to all subordinate command supply spaces and provide weekly status reports in Word format to the COR no later than 3 working days after the visit.

5.2.9 Disseminate personal property system policies and procedures information by 30 September of each year to NBG-1 personnel and subordinate commands and report completion to COR/TA.

5.2.10 Attend meetings and conferences which have been previously approved by the government (see travel schedule in par. 1.6.13). Prepare and submit following:

5.2.10.1 Submit a summary of events occurring during meetings and conferences (to include required actions) in Word format to the COR no later than 3 working days after the event.

5.2.10.2 Submit a report in Word format to the COR containing Analysis and recommendations for program improvement with justification by last workday of each calendar year.

5.3 Travel Administration. Contractor shall perform the below travel administrative services for ACB-1 consisting of over 550 active component Sailors and 550 reserve component Sailors. Tasks shall be completed on a daily basis unless otherwise noted. Contractor shall:

5.3.1 Provide customer service for Defense Travel System (DTS) to include trouble shooting system irregularities, performance issues, and system glitches and submit trouble reports to DTS Help Desk.

5.3.2 Plan itineraries and arrange for flights, hotels, and rental cars that meet regulations and mission requirements in terms of dates, times, and places at the lowest costs and report actions to the Government Authorizing Official. All recommendations shall be supported with pricing information and citations to applicable regulations. Final authority for authorization shall rest with the Government Authorizing Official.

5.3.3 Assist in the preparation of Travel Authorization and Travel Vouchers for emergent travel of personnel who does not have Government Travel Card and does not have DTS access. Travel Authorization and Travel Voucher shall be submitted to the Government Authorizing Official for review and approval.

5.3.4 Administer member profiles in DTS to include creating, editing, receiving, and transferring member profiles in DTS.

5.3.5 Monitor, track and report unapproved Travel Authorizations in Word format to the COR with copy to the Government Authorizing Official every Friday of each work week.

5.3.6 Review DTS authorizations in accordance with applicable laws/regulations and funding constraints while meeting travelers' identified mission goals and objectives. Task includes identifying potential discrepancies to the Government Authorizing Official for correction; verifying travel authorization's accuracy and completeness; and providing narrative support, with regulatory citations, travel/lodging pricing information, location, and availability information.

5.3.7 Review submitted vouchers and sub-vouchers (DD Form 1351-2) in DTS for accuracy, completeness, and for

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appropriate supporting documentations (e.g. receipts as required per Joint Travel Regulation (JTR)). Errors and or discrepancies shall be summarized in Word format and submitted to the COR with copy to the Government Authorizing Official no later than by close of business Friday of each week.

5.3.8 Process government furnished travel card documentation by: providing and submitting travel card request form from new personnel; and processing travel card terminations and transfers for new check-in and transferring personnel respectively.

5.3.9 Prepare draft weekly reports in excel format on travel Individually Billed Accounts (IBA) for the Agency Program Coordinator (APC) review and approval. The draft reports shall include delinquency status; credit balances, overpayments, erroneous payments, possible irregularities, and unauthorized charges and submitted to the COR with copy to the Government Authorizing Official no later than Friday of each work week.

5.3.10 Conduct individual or classroom training sessions on travel entitlements and Defense Travel System (DTS) processes on a quarterly basis.

5.3.11 Review and make recommendations to the Government Authorizing Official for approval for improvement of office procedures, related to travel according to guidelines of the organization on a yearly basis; implement approved recommendations.

5.4 Reserve Training Coordination. The contractor shall perform the below Reserve training coordination tasks for ACB-1. Tasks shall be completed on a daily basis unless otherwise noted. The contractor shall:

5.4.1 Compile the Master Reserve Unit Assignment Document (RUAD) for ten detachments (totaling 550 reservists) to reflect detachment alignment and current onboard including recent gains/losses. The Master RUAD shall be reviewed annually thereafter but no later than 30 June of the calendar year.

5.4.2 Review the billets authorized against the Navy Manning Plan data (on the Fleet Manning Document) no later than 30 June of each year; make recommendation for additions, deletions, and/or edits to the manpower data in word format and submit to the COR. (Recommended additions, deletions, and or edits to the manpower data shall be submitted to the Navy Manpower and Analysis Center (NAVMAC) on an annual basis via the COR.)

5.4.3 Update the Master Individual Augment (IA) list that covers current mobilizations, medical hold personnel, and recent returnees and submit to NAVMAC on a daily basis via the COR.

5.4.4 Maintain a personnel training history in RC Master Tracker. (Note: Information of transferred personnel will be moved to "Recent Separation" tab and maintained for a period of one year. Records older than one year will be deleted.)

5.4.5 Process Enterprise Navy Training Reservation System (eNTRS) quota requests for schools as approved by RC Training Officer (S7R).

5.4.6 Process all orders on Transaction Online Processing System (TOPS) for pay and monitor Navy Reserve Order Writing System (NROWS) for the following:

5.4.6.1. Annual Training (AT) – up to 300 Sailors annually

5.4.6.2. Quarterly Sustainment Training (QST) – up to 450 Sailors quarterly basis

5.4.6.3. Individual Duty Training with Travel (IDTT) – up to 100 Sailors annually

5.4.6.4. Active Duty for Training (ADT) – up to 50 Sailors annually

5.4.7 Provide administrative support to the Reserve Component (RC) Supply officer in generating supply request lists to support Quarterly Sustainment Training requirements every quarter.

5.4.8 Prepare funding obligation reports in the format defined by CNSP to the CNSP Operations Support Officer (OSO) to support exercises, operations, and QST once per year.

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5.4.9 Coordinate with the Command Training Officer to schedule and plan the Quarterly Sustainment Training for the reserve detachments per applicable ACB-1 AT Plan four times per year. (Available training dates will be forwarded by the Reserve Training Coordinator to the COR for further communication with the Reserve detachment training coordinators.)

5.4.10 Create a Sail-list to monitor and track movement and qualification attainment of RC personnel and submit to the unit Training Officer on a monthly basis.

5.4.11 Provide a Monthly Attainment Report for tracking unit training and command support to COR/TA. (Report will be used by the Officers-in-Charge of the Reserve Support Operations (RSO) to submit rosters for all ten detachments as requested by COMNAVSURFPAC in tracking unit training and command support each month. The report shall be submitted no later than the 30th of each month during the calendar year.)

5.4.12 Track and compile metrics pertaining to Sailors injured while on Active Duty orders and submit a report to the ACB-1 Safety Officer on a monthly basis.

5.4.13 Schedule General Military Training (GMT) in accordance with annually promulgated Navy GMT requirements on an annual basis. (The reserve coordinator will provide the training dates to the Training Officer to be incorporated into the ACB-1 annual calendar.)

5.4.14 Schedule rate specific training and Personnel Qualifications Standards (PQS) on a quarterly basis with the Training Officer. (The reserve coordinator will make recommendations to the COR to request SME's to deliver the training.)

5.4.15 Schedule Seabee Combat Warfare Specialist qualification training for the Reserve detachments on a quarterly basis.

5.4.16 Attend the annual Cargo Offload Discharge System (COLDS) conference on an annual basis (see 1.6.13 above) and submit meeting minutes and analyses and recommendations to the COR in word format no later than 5 working days after the conference.

5.4.17 Travel to the outlying detachments (Detachments 102 –110) to provide NROWS and associated program training on an annual basis (see 1.6.13 above).

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PART 6

APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. Publications include but are not limited to the following:

- Maritime Prepositioning Force Operation, NTTP 3.02-1M (2011)
- COMNAVFACINST 4423.1H Navy Expeditionary Table of Allowance and Advanced Base Functional Component Development and Modification Policy and Processes (2012)
- COMNAVFAC P-480 Management of Engineering Equipment (2016)
- Joint Travel Regulations, Uniform Service Members and DoD Employees (2014)
- Defense Travel System User's Manual 1.7.3.18 (2013)

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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 COMNAVSURFPAC/COMNAVSURFLANT 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) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) 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>.

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

(a) *Definitions*. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

(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).

(Contracting Officer: Insert applicable document type(s).)

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

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

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

(*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 supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

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(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

THE COR FOR THIS CONTRACT IS:

Name:
Mailing Address:
Code:
Telephone No:

THE ALTERNATE COR FOR THIS CONTRACT IS

Name:
Mailing Address:
Code:
Telephone No:

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of Contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the Contractor shall promptly notify the Contracting Officer (Ordering Officer) in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer (or Ordering Officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue.

In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

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SECTION D PACKAGING AND MARKING

1.0 GENERAL. All requirements for packaging and marking of supplies or documents associated with these services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in the individual task order.

2.0 DATA PACKAGING LANGUAGE.

2.1 All unclassified data shall be prepared for shipment in accordance referenced Data Rights clauses.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating manual (NISPOM), DOD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS.

3.1 All reports delivered by the Contractor to the Government under this task order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract number

3.1.3 Task order number(s)

3.1.4 Sponsoring activity

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic MAC contract. These include the following clauses from Section E of the MAC contract:

- 52.246-4 Inspection of Services-Fixed Price
- 52.247-34 FOB Destination
- 252.246-7000 Material Inspection and Receiving Report

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

5252.237-9400 SUBSTITUTION OF ADDITION OF PERSONNEL (Jan 1992)

- (a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The Contractor agrees that during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

ORGANIZATIONAL CONFLICT OF INTEREST

A. INTRODUCTION

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of

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interest. The contract requires the contractor, herein defined, to provide Administrative and Program Management Support Services to CNSP Inspector General. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

B. DEFINITIONS

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement. .
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

C. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract.

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

D. PROSPECTIVE RESTRICTIONS ON CONTRACTING

The Contractor agrees that until such time as the current contract is completed, plus one year, neither it nor its affiliates shall not: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or discuss with any potential offeror any aspects of work under the contract.

E. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized

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use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance.

Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

F. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

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 security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

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

ACCESS TO FEDERAL FACILITIES

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

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a

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SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

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

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

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

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

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

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

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

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

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

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

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

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

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- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Wage Determination 15-5635 (Rev.-2)

Attachment 2 - Annual Travel Schedule

Attachment 3 - Quality Assurance Surveillance Plan (QASP)

Attachment 4 - Contract Data Requirements List (CDRL)