

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-11-D-6561		2. DELIVERY ORDER NO. N6945018F3024		3. EFFECTIVE DATE 2018 Sep 24		4. PURCH REQUEST NO. FY18PWDJAX1CM2ET		5. PRIORITY Unrated		
6. ISSUED BY NAVFAC SOUTHEAST Bldg. 902 P.O. Box 143 Jacksonville FL 32212-0143 Christine L Holly/G 904-542-0191		CODE N69450		7. ADMINISTERED BY NAVFAC SOUTHEAST Bldg. 902 P.O. Box 143 Jacksonville FL 32212-0143		CODE N69450		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR GTANGIBLE 211 North Union Street Alexandria VA 22314		CODE 5ST11		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		14. SHIP TO See Section D		15. PAYMENT WILL BE MADE BY DFAS Cleveland Anthony J. Celebrezze Federal Building, 1240 East 9th Street Cleveland OH 44199-2055		16. 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.										
GTANGIBLE					ASGrasis Vice President					
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL			
				BY: /s/Rebecca M Jones			09/10/2018		26. DIFFERENCES	
				CONTRACTING/ORDERING OFFICER						
27a. QUANTITY IN COLUMN 20 HAS BEEN										
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
					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			34. CHECK NUMBER		
	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				COMPLETE					
a. DATE					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

AWARD A.1 PROPOSAL INCORPORATION

gTangible Corporation's proposal dated 6 July 2018 is hereby incorporated into this task order.

AWARD A.2 MULTIPLE AWARDS

This task order is part of a split award from solicitation N69450-18-R-3024. This task order includes the service requirements for one position, the Construction Engineering Technician at PWD Jacksonville, Florida. as stated herein.

A.1 TYPE OF CONTRACT

This is a Firm Fixed Price (FFP) task order.

A.2 SERVICE REQUIREMENTS

The outcome to be achieved is one Construction Engineering Technician (ET) to provide contractor services and deliverables through performance of independent Construction Engineering Technician (ET) services to support the Public Works Department (PWD) Jacksonville, Facilities Engineering and Acquisition Division (FEAD) office. These knowledge-based services will be procured utilizing the SeaPort-e multiple award, indefinite delivery, indefinite quantity contracts. NAVFAC SE Capital Improvements Business Line is responsible for the enforcement of construction contract provisions, specifically the quality control and safety requirements. Personnel providing quality assurance support recommend approval of work in accordance with contract terms and have the authority to stop any portion of the construction contractor's work that poses an imminent danger to personnel, equipment, or property. Specific tasks and services to be performed by the ET will be stated in the Performance Work Statement (PWS) for each. The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

A.3 PRIOR CONTRACT INFORMATION

There is no incumbent. This is a new requirement.

A.4 COMPETITION ENVIRONMENT

This contract was solicited as small business set-aside.

Only those contractors containing a SeaPort-e IDIQ MAC in the Gulf Coast Region were considered for this procurement.

A.5 NAICS CODE

The NAICS code is 541330, Engineering Services.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	BASE PERIOD - CONSTRUCTION MANAGER - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
8001	R425	BASE PERIOD - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)				
8002	R425	BASE PERIOD - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
8003	R425	BASE PERIOD - CONSTRUCTION MANAGER - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
8004	R425	BASE PERIOD - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)				
8005	R425	BASE PERIOD - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
8006	R425	OPTION PERIOD 1 - CONSTRUCTION MANAGER - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
		Option				
8007	R425	OPTION PERIOD 1 - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)				
		Option				
8008	R425	OPTION PERIOD 1 - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
		Option				
8009	R425	OPTION PERIOD 1 - CONSTRUCTION MANAGER - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
		Option				
8010	R425	OPTION PERIOD 1 - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)				
		Option				
8011	R425	OPTION PERIOD 1 - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
8012	R425	OPTION PERIOD 2 - CONSTRUCTION MANAGER - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
		Option				
8013	R425	OPTION PERIOD 2 - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)				
		Option				
8014	R425	OPTION PERIOD 2 - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - REGULAR TIME (Each = one 8 hour day) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
		Option				
8015	R425	OPTION PERIOD 2 - CONSTRUCTION MANAGER - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
		Option				
8016	R425	OPTION PERIOD 2 - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)				
		Option				
8017	R425	OPTION PERIOD 2 - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - OVERTIME (EACH = ONE HOUR) (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	BASE PERIOD - CONSTRUCTION MANAGER - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)	1.0	LO	\$0.00
9001	R425	BASE PERIOD - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)			
9002	R425	BASE PERIOD - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)	1.0	LO	\$0.00
9003	R425	OPTION PERIOD 1 - CONSTRUCTION MANAGER - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)	1.0	LO	\$0.00
		Option			
9004	R425	OPTION PERIOD 1 - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)			
		Option			
9005	R425	OPTION PERIOD 1 - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9006	R425	OPTION PERIOD 2 - CONSTRUCTION MANAGER - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)	1.0	LO	\$0.00
		Option			
9007	R425	OPTION PERIOD 2 - CONSTRUCTION ENGINEERING TECHNICIAN #1 - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)			
		Option			
9008	R425	OPTION PERIOD 2 - CONSTRUCTION ENGINEERING TECHNICIAN #2 - JACKSONVILLE - TRAVEL AS ALLOWED BY THE PWS (Fund Type - TBD)	1.0	LO	\$0.00
		Option			

B.1 FULLY LOADED PRICING

All pricing shall be fully loaded. No other allocations, fees, O/Hs, G&A, and profits will be applied when an option is exercised. The Contractor is responsible for the costs of all Contractor furnished property/equipment, as stated in the PWS.

B.2 CLIN PRICING BASIS:

The pricing structure includes three Contract Line Item Numbers (CLINs) for each period of performance. For the base period of performance, the following summary is provided:

CLIN 8001 – Construction Engineering Technician #1 – Regular Time – Proposed pricing based on 250 8-hour workdays

CLIN 8004 – Construction Engineering Technician #1 – Overtime – Proposed pricing based on 200 Hours

CLIN 9001 – Construction Engineering Technician #1 – Travel as allowed by the PWS – Proposed pricing shall be for the travel CLIN

Each option period is based on the same pricing structure above. The first option period includes CLINs 8007, 8010, 9004; the second option period includes CLINs 8013, 8016, and 9007.

B.3 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS:

This contract incorporates the Service Contract Labor Standards. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Labor Standards —Price Adjustment Clause offerors shall not include escalation of wage and fringe benefit rates for Service Contract Labor Standards covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in pricing labor costs for all periods of performance in the option years. In accordance with the referenced clauses, the contractor may be entitled to an adjustment in contract price only when a new Service Contract Labor Standards wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

B.4 FEDERAL HOLIDAYS

The following Government holidays are observed by Government personnel: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government personnel also take other kinds of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures. Contract employees will not work on Government holidays or administrative leave days, and these hours should not be charged as productive direct labor hours.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

CONSTRUCTION ENGINEERING TECHNICIAN SERVICES

1. SCOPE

Under this task order, the Contractor will independently provide services as set forth in the remainder of this document in support of the overall operational objectives of Naval Facilities Engineering Command Southeast. This contract/task order requirement is to provide construction Engineering Technician (ET) services to support **NAS Jacksonville Public Works Department (PWD)**.

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing all material, equipment, and labor, to include technically qualified personnel to perform the services identified, unless specifically excepted in this PWS.

The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

2. ORGANIZATION

Naval Facilities Engineering Command Southeast (NAVFAC SE)

3. TASKS/SERVICES

The Contractor's role is to assist NAVFAC SE with the enforcement of construction contract provisions, specifically the quality control and safety requirements. The ET, through their application of quality assurance (QA) and safety management principals, will recommend approval of work in accordance with contract terms and have the authority to stop any portion of the construction contractor's work that poses an imminent danger to personnel, equipment, or property.

The required tasks/services include but are not limited to:

- 3.1 Maintain proper construction contract document files according to NAVFAC standards.
- 3.2 Review and comment on plans and specifications and provide constructability review comments during construction contract development.
- 3.3 Make visits to project sites to obtain information on facility/site conditions and develop recommendations during project development.
- 3.4 Coordinate and attend post-award kickoff meetings (PAK) and pre-construction conferences (PreCon).
- 3.5 Schedule, conduct, and document regular progress meetings and other construction related project meetings with all interested parties to review project status, discuss problems, and resolve issues.
- 3.6 Prepare project status reports when directed using NAVFAC enterprise contract management system formatting (to be provided by Contracting Officer's Representative (COR)).
- 3.7 Coordinate construction operations between contractors, station personnel, and other government agencies and make recommendations for corrections.
- 3.8 Use and prepare standard template documents for correspondence to construction contractors for deviations from contract schedule or quality.
- 3.9 Provide technical assistance in answering requests for information (RFI) from construction contractors.

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- 3.10 Review and monitor project schedules for construction progress with emphasis on milestone completion dates, phasing requirements, work flow, material deliveries, test dates, etc.
- 3.11 Administer technical aspects of construction contract modifications (prepare cost estimates, review cost proposals, assist contract specialist or contracting officer in negotiations, prepare modification packages for processing by contracting officer).
- 3.12 Administer the Construction Quality Management Program as required in the construction contract specifications.
- 3.13 Monitor the construction contractor's performance of required material testing and analysis in accordance with the contract requirements, review for compliance and make recommendations for corrections.
- 3.14 Review construction contractor's daily reports for thoroughness and accuracy and check daily payrolls for any discrepancies. Note any unusual items or items of concern on reports. Provide reviewed and/or annotated copy of reports to the COR.
- 3.15 Review and recommend approval of progress schedules and technical submittals.
- 3.16 Monitor ongoing construction to check construction contractor progress and verify compliance with plans and specifications.
- 3.17 Resolve problems not involving changes to contract value or duration and recommend solutions to the COR for problems that may result in a change of contract value or duration.
- 3.18 Prepare cost estimates for construction contract modifications and provide to the COR.
- 3.19 Perform cost and price technical evaluation on change order proposals that are within the scope of work to highlight hidden and unnecessary costs. Provide input to the COR for preparation of the pre-and post-negotiation documentation.
- 3.20 Review construction contractor invoices for accuracy and provide input to the invoice reviewing official.
- 3.21 Review and recommend approval/disapproval of the construction contractor's safety/accident prevention plans.
- 3.22 Monitor construction contractor's updates to as-built drawings and verify that they are maintained regularly in accordance with contract requirements; verify that a complete set of as-built drawings is turned over at the close of the contract. Identify any updates that are not completed timely, and make recommendations for corrections.
- 3.23 Verify that a complete set of Operation and Maintenance Support Information (OMSI) Manuals is turned in to the PWD Facility Manager(s).
- 3.24 Verify the construction contractor conducts any user training for equipment installed on the project, and turns over any extra materials stock all as required by the construction contract. Make recommendations for corrections.
- 3.25 Monitor the closeout process including punch list preparation and completion, testing and start-up of major systems, and final acceptance. Make recommendations for corrections.
- 3.26 Manage the NAVFAC Red Zone process for completing jobs, beginning at 75% construction complete or 90 days before the construction contract completion date, whichever is earlier.
- 3.27 Participate in final acceptance and testing of major building systems including but not limited to fire protection certification, elevator certifications, ensuring contractor compliance in the areas of Testing and Balancing (TABs), Duct Air Leakage Testing (DALTS), Digital Control Systems (DDC) for HVAC systems.

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3.28 Utilize NAVFAC's Electronic Construction and Facility Support Contract Management System (eCMS) to manage electronic submittals and documents. Refer to Uniform Facilities Guide Specification (UFGS) Section 01 31 23.13 20.

3.29 Monitor compliance and perform daily inspection of construction contractor's safety and health requirements. Support reporting significant incidents, near misses, good catches, and mishap investigations.

3.30 Coordinates and attends pre-award site visits.

3.31 Submit a weekly project status report for any assigned project to the resource manager (Project Management and Engineering Branch Head/Supervisory General Engineer) and attend any project meetings as required.

3.32 Submit a monthly report to the Contracting Officer summarizing service provider actions for each month.

4. OPERATIONAL HOURS/OVERTIME

The standard workweek is 40 hours per week. Because construction contractors may work Monday – Saturday, non-standard (not Monday through Friday) work schedules are possible.

Overtime is authorized. Overtime is employee effort in excess of forty (40) hours in a standard workweek, or if otherwise required by law is defined as employee effort in excess of eight (8) hours per day. The maximum number of overtime hours allowed is 200 in the base period of performance and 200 in each of the subsequent option periods.

The contractor shall coordinate the work-hours schedule after award with the Contracting Officer's Representative (see Section F for Deliverable requirements).

5. CERTIFICATIONS, LICENSES, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED

Contractor employees performing services must meet the following requirements and have the following licenses and/or certifications, knowledge, skills, and abilities:

5.1 Technical and practical knowledge and experience (at least 3 years) as an engineering technician, superintendent, or quality control/quality assurance manager or representative.

5.2 Current certification of successful completion of the US Army Corps of Engineers (USACE)/Naval Facilities Engineering Command (NAVFAC) Construction Quality Management for Contractors course. **A record of completion for the Course is required within 60 days of performance start. Failure to provide record of completion within 60 calendar days is automatic cause for dismissal.**

5.3 Demonstrated knowledge of the three-phases of control Quality Management process.

5.4 Demonstrated sound understanding of construction concepts, principles and practices applicable to civil, mechanical, electrical, and/or environmental projects and the design, layout, and supervision of construction operations.

5.5 Demonstrated ability to review and interpret technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.

5.6 Thorough knowledge of construction practices and methods and construction management skills as demonstrated through relevant construction and/or construction management experience.

5.7 Ability to write and speak English fluently in order to provide reports and make presentations to Government personnel.

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- 5.8 Demonstrated ability to monitor construction projects to a successful and timely completion.
- 5.9 Demonstrated knowledge of Primavera scheduling software and/or other construction scheduling software packages.
- 5.10 Ability to perform strenuous activity while working outdoors in extreme heat or cold, working in confined spaces, climbing and using fall protection equipment.
- 5.11 Demonstrated knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 CFR.
- 5.12 At a minimum, a record of completion for the OSHA 30-hour Construction Training Course is required. **A record of completion for the EM 385-1-1 Construction Safety Course (NAVFAC or USACE) is required within 45 days of performance start. Failure to provide record of completion for the EM 385-1-1 Course within 45 calendar days is automatic cause for dismissal.**

6. GOVERNMENT OR CONTRACTOR FURNISHED PROPERTY/INFORMATION

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

The Government will provide safety vests, hard hats, eye and hearing protection. Safety-toed boots meeting ASTM Standard F2413 shall be the responsibility of the contractor/employee. The Contractor shall also provide a cell phone for use by its employee in performance of job duties.

The Government will provide furnished administrative working space for service providers located onsite. Report generation and tracking through the use of Government databases are necessary functions for the services provided in this PWS, therefore the Government will furnish computer assets and a Common Access Card (CAC) to facilitate these functions. Due to availability of Government-furnished computer assets and required security background screening it can be up to 2-months before Government assets are available. It is therefore required that the contractor shall provide a laptop and high-speed internet connection (via air card or mobile hotspot or similar) to use until Government assets are received and fully functional. The laptop will be used to run standard software (Microsoft Office applications, Adobe, Internet Explorer/Chrome, etc.) to access email, review documents and write correspondence.

The contractor shall provide a company vehicle for use by its employee. Contractor shall provide motor vehicle liability insurance to cover bodily injury and property damage to protect the contractor and the Government against third-party claims. Company vehicles shall be suitable for the intended purpose of visiting construction sites and carrying various tools of the trade for quality assurance work. The mileage for work varies but on average is approximately 2,400 miles annually. The Engineering Technician shall possess a valid motor vehicle operator's identification card and shall comply with traffic safety program set forth in OPNAV Instruction 5100.12. The contractor shall bear the cost of required fuel, oil, lubricants, insurance, and vehicle maintenance.

7. REIMBURSABLE EXPENSES

Travel may be required. The government may require the contractor to travel to other locations in support of the tasks described in this statement of work. Prior to incurring any travel expenses, contractor personnel must obtain written authorization from the Project Officer that approves approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. Contractor expense reports shall be prepared and processed in accordance with the Federal Travel Regulation (FTR). Travel CLINs shall be priced as follows:

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Base Period:

Option Period 1:

Option Period 2:

The cost of mobilization and demobilization is NOT included in this travel allowance.

8. SPECIAL CONDITIONS FOR the PWD at NAS Jacksonville

Security Requirement: All employees must be U.S. citizens and **must possess a current SECRET clearance** as a condition of employment. Although work under this task order is UNCLASSIFIED, unescorted access to Level 2 secure spaces will be required.

Upon award, the Government will confirm the candidate's eligibility determination in the Joint Personnel Adjudication System (JPAS). If any Contractor employee receives an eligibility determination other than "Favorable," the Contractor shall provide a qualified replacement at no cost to the Government and mobilize such personnel in accordance with their Management Plan.

Base Access: For initial base access until a Common Access Card (CAC) is issued, the contractor employee shall obtain a temporary DBIDS access permit through the base Pass and ID office. No employee or representative of the Contractor will be admitted to the site of the work unless he/she furnishes satisfactory proof that he is a citizen of the United States or if an alien, his residence within the United States is legal. Employers are required to maintain completed Department of Homeland Security (DHS) Form I-9 for each employee on site at all times. NS Mayport is under the Defense Biometric Identification System (DBIDS). DBIDS is a mandatory, no-cost program that is a DoD owned and operated system developed by DMDC as a force protection program to manage personnel and installation access at DoD facilities. For further information on the DBIDS program visit <https://www.cnic.navy.mil/om/dbids.html> or visit base security at the main gate, pass and id building.

Identification of Employees: The Contractor shall be responsible for furnishing to each employee, and for requiring each employee to display, such identification as may be approved and directed by the Contracting Officer. Employees may be fingerprinted prior to employment as a condition of employment. Upon release of any employee, prescribed Government identification cards shall be immediately delivered to the Contracting Officer, or their designated representative, for cancellation.

Drug Abuse by Contract Employees: The Secretary of the Navy has determined that the illegal possession and use of drugs and paraphernalia by civilian and contract employees in the military setting contributes directly to military drug abuse and undermines command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy, including the Marine Corps, is to deter and detect drug offenses by civilian and contract employees on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia include routine, random inspections of vehicles and personnel possessions on entry or exit, with drug detection dog teams, when available. Where there is probable cause to believe that a civilian or contract employee on board a Naval or Marine Corps installation has been engaged in use, possession, or trafficking of drugs, that employee may be restricted or detained for the period necessary until that employee can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate.

When illegal drugs are discovered during an inspection or search of a vehicle operated by a civilian or contract employee, the employee and vehicle may be detained for a reasonable period of time necessary to turn the employee and the vehicle over to appropriate civil law enforcement officials; action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the Contractor's agreement to comply with Federal statutes, laws, and regulations, including those regulations by the commander of the military installation.

9. NON-PERSONAL SERVICE STATEMENT

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Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in the Quality Assurance Surveillance Plan (QASP). Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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SECTION D PACKAGING AND MARKING

N/A

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SECTION E INSPECTION AND ACCEPTANCE

N/A

SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/24/2018 - 9/23/2019
8001	9/24/2018 - 9/23/2019
8002	9/24/2018 - 9/23/2019
8003	9/23/2018 - 9/23/2019
8004	9/24/2018 - 9/23/2019
8005	9/24/2018 - 9/23/2019
9000	8/13/2018 - 8/12/2019
9001	9/24/2018 - 9/23/2019
9002	8/13/2018 - 8/12/2019

F.1 CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following base items are as follows:

8001	09/24/2018 - 09/23/2019
8004	09/24/2018 - 09/23/2019
9001	09/24/2018 - 09/23/2019

The periods of performance for the following option items are as follows:

8007	09/24/2019 - 09/23/2020
8010	09/24/2019 - 09/23/2020
9004	09/24/2019 - 09/23/2020
8013	09/24/2020 - 09/23/2021
8016	09/24/2020 - 09/23/2021
9007	09/24/2020 - 09/23/2021

F.2 PLACE OF PERFORMANCE

The work to be performed under this task order is onboard Naval Air Station (NAS) Jacksonville, Florida.

F.3 CONTRACT TERM

The anticipated task order start date is 24 September 2018. The base period of performance is for one year, with two one-year option periods. The option periods may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. If the Government requires a shorter term or exercises an option for a period shorter than one year, the proposed unit prices will be used as the basis for establishing the reduced term. The entire duration of the task order if all options are exercised is three years.

F.4 DELIVERABLES

Deliverables may be submitted via email.

DELIVERABLES for Construction Engineering Technician:

The requirements outlined in the PWS shall be performed on time, accurately, and completely. Service providers shall submit a weekly project status report for any assigned project to the resource manager (Project Management and Engineering Branch Head/Supervisory General Engineer) and attend any project meetings. Contractor shall provide a monthly report to the Contracting Officer summarizing service provider actions for each month. For the

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purposes of submission, the following personnel, or their designated representatives, are designated to receive submittals:

Construction Manager (CM)

Project Manager (PM)

Contracting Officer Representative (COR)

Contracting Officer (KO)

The Contractor shall be responsible for timely submission of the deliverables identified in the table below:

Deliverable	Reference Paragraph	When due	# copies	Submit to
Constructability Review Comments	3.2	As required by mission	1	PM
Cost estimate preparation/evaluation	3.11 3.18 3.19	As required by mission	1	CM
Reviewed and/or annotated contractor daily reports	3.14	Daily	1	CM
Review and provide input on progress schedules and technical submittals	3.15	As required by mission	1	CM
Invoice Review	3.20	Within 1 work day from FEAD's receipt of invoice	1	CM
Safety Plan Review	3.21	As required by mission	1	CM
Construction Inspection Report/Punchlist	3.25	As required by mission	1	CM
Weekly Project Status Report for Assigned Projects	3.31	Weekly	1	COR
Summary of Service Provider Actions	3.32	Monthly	1	KO
Certificate of Completion for the Construction Quality Management for Contractors Course	5.2	Within 60 days after performance start.	1	KO
Certificate of Completion for the EM 385-1-1 Construction Safety Course	5.12	Within 45 days after performance start	1	KO
Work Schedule	4	Monthly (due by the 5 th working day of the month).	1	KO & COR

F.5 ECMRA REPORTING

NMCARS 5237.102-90(b) - 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 NAVFAC SE 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:

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<https://www.ecmra.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://www.ecmra.mil>.

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 POINTS OF CONTACT

Contracting Officer Representative (COR)

Mr. Mike Davis

Bldg. 27, Jacksonville, FL 32212

Email: Michael.M.Davis@navy.mil

Phone: (904)542-1693 DSN: 942-1693

Contract Specialist

Mrs. Christine Holly

Bldg. 919 P.O. Box 30, Jacksonville, FL 32212

Email Address: Christine.Holly@navy.mil

Phone Number : (904)542-0191 DSN:942-0191

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

A Contracting Officer's Representative (COR) has been appointed to assist the Contracting Officer in administration of this task order. The COR will provide general instructions on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

G.3 SUBMISSION OF INVOICES

In accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012), the contractor shall submit invoicing electronically through Wide Area Work Flow (WAWF). Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

Invoices will be submitted on a once-a-month basis.

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

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(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:

Navy Construction/ Facilities Management Invoice

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

Inspection – N44226

Acceptance - N69450

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N69450
Admin DoDAAC	N69450
Inspect By DoDAAC	N44226
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N69450
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) Accept By	N69450

(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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Acceptor: NAVFAC_SE_FSC_Invoices@navy.mil

Inspector: [N44226](#)

(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.

Christine.Holly@navy.mil

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

(End of clause)

G.4 PRODUCTIVE LABOR HOURS

The Contractor shall charge the Government only for "productive direct labor hours". "Productive direct labor hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures. Contract employees will not work on Government holidays or administrative leave days, and these hours should not be included in the productive direct labor hours.

G.5 QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

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

1. Critical performance processes and requirements. Critical to the performance of the Construction Engineering Technician is the timely, accurate and thorough completion of all contract/task order requirements.
2. Performance Standards
 - a. Personnel – The personnel performing services under this task order will meet all requirements throughout the performance period, to include but not limited to; training, license, certification, security, etc. as stated in the task PWS and/or task order.
 - b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the schedule of deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
 - c. Cost - The Contracting Officer Representative (COR) will review and recommend payment of monthly invoices, throughout the contract and/or task order performance period(s).
 - d. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship. The contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable, cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

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

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

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

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

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

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

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

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

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

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

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

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

G.6 SUBSTITUTIONS OF KEY PERSONNEL

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the designated point of contact and the Contracting Officer at least two weeks (14 calendar days) in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The designated point of contact and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. The Government reserves the right to request the replacement of Contractor personnel if said personnel does not meet the position experience requirements; demonstrates insufficient knowledge or skill to perform tasks; is not providing quality deliverables; or is not performing in a professional manner. No change in fixed unit prices may occur as a result of key personnel

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substitution.

G.7 CONTRACTOR PERFORMANCE

Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work the contractor is required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriate system. It is the contractor's responsibility to keep this contact information current.

G.8 TASK ORDER CLOSEOUT

The contractor shall submit a final invoice within forty-five (45) calendar days after the end of the final performance period. Along with the submission of the final invoice the contractor shall furnish a completed and signed Release of Claims to the Contracting Officer (provided as an attachment).

G.9 PAYMENT INSTRUCTIONS

****FOR GOVERNMENT USE ONLY****

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort using the table provided at https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions.

Accounting Data

SLINID	PR Number	Amount
8001		
LLA :		
AA 1781804 KFM1 251 62470 1 068732 2D SSSC0Q		
Standard Number: KFM11FY18		
Cost Code: AA002GB17018		
8004		
LLA :		
AA 1781804 KFM1 251 62470 1 068732 2D SSSC0Q		
Standard Number: KFM11FY18		
Cost Code: AA002GB17018		
9001		
LLA :		
AA 1781804 KFM1 251 62470 1 068732 2D SSSC0Q		
Standard Number: KFM11FY18		
Cost Code: AA002GB17018		

BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY REQUIREMENTS

Work under this task order requires access to personally identifiable information (PII) and information protected by the Privacy Act of 1974. The contractor shall meet all requirements of the Privacy Act; DOD 5239 & 8570 instructions. In addition to the security requirements below, contractors performing work under this task order must meet the following criteria: Per SECNAV M-5510.30, all individuals with access to PII or Privacy Act information must be US Citizens; therefore US Citizenship is a requirement. No foreign nationals will be employed on this Government contract. Additionally, each contractor employee shall comply with the HSPD-12 E-Verify Federal Acquisition Regulations FAR Clause 52.222-54 - Employment Eligibility Verification.

The contractor shall comply with all applicable DOD security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, sensitive but unclassified (SBU) information, classified information, and all government personnel work products that are obtained or generated in the performance of this task order.

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 and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is not public information. The Contractor shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, SBU information, areas critical to the operations of the command, and/or classified information. Although these contracts may not be classified, contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLIC) determination at a minimum in accordance with DoD Instruction 8500.2 Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work. A security clearance may also be required to perform work under this contract.

The Department of the Navy (DoN) has determined that all DoN Information systems are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DoN Computer systems must undergo investigation for a position of trust to verify their trustworthiness. The following addresses those requirements for Security.

CONTRACTOR 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.

CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH

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

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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.

All contractors, working within DoN Spaces must be entered into the Joint Personnel Adjudication System (JPAS), and then owned by their contracting company facility security officer (FSO). The receiving command Security Manager will then service those individuals in JPAS for tracking and monitoring of their investigation status.

If no previous investigation exists the contractor personnel shall complete the requirement for a NACLCL.

NACLCL's for positions of trust will be processed through the receiving command Security Manager.

Investigative requirements for DoN Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of contractor personnel for security clearance eligibility are processed by the Office of Personnel Management (OPM) and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the Department of the Navy Central Adjudication Facility (DoNCAF) is the adjudicative authority for all DoN Contractor personnel requiring SCI access eligibility.

The Contractor shall ensure that a complete security package, (SF-86 and FD258 2 copies) are submitted to the Command Security Officer receiving the contracted services in order for the Security Officer to conduct a suitability review of the submitted investigative forms.

The Contractor FSO or security representative shall ensure that individuals assigned to the command are U.S. citizens and will ensure completion of the SF-86. The SF-86 along with the original signed release statements and two applicant fingerprint cards (FD 258) will be forwarded to the receiving command Security Manager at least one week prior to reporting for duty. Personnel cannot be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior.

For contracts requiring a position of trust the Command Security Officer will submit the forms for a position of trust. For classified contracts the contractor FSO will submit the SF-86 to OPM for processing and eventual adjudication by DISCO.

The completed SF-86 will be reviewed by the receiving command Security Manager for completeness, accuracy and suitability prior to the submission. If the contractor appears suitable after the questionnaire has been reviewed, the request will be forwarded to OPM.

The completed SF-86 along with attachments will be forwarded to the Office of Personnel Management (OPM)

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who will conduct the NACI investigation or equivalent. All contract personnel will in-process with the receiving command Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure.

Please note: When processing a Questionnaire for National Security Positions, the applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official. The e-QIP software can be accessed at the Office of Personnel Management (OPM) website <http://www.opm.gov/e-qip/index.asp> or <http://www.dss.mil>. The contractor shall provide the completed Questionnaire for Public Trust Positions, or Questionnaire for National Security Positions with the original signed release statements and two applicant fingerprint cards (FD 258) to the receiving command Security Manager for suitability determination. The receiving command Security Manager will review the form for completeness, accuracy and suitability issues, and forward to OPM as detailed on the OPM website. Applicants can obtain an SF-86 by visiting the Office of Personnel Management (OPM) website located at: <http://www.opm.gov/forms/html/sf.asp>. The responsibility for providing the fingerprint cards rests with the contractor.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the receiving command Security Manager for the determination in cases where a favorable determination cannot be reached due to the discovery of potentially derogatory information. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information. Determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

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 FSO or security representative will ensure that the SAAR-N is forwarded to the receiving command Security Manager for receipt at least one week prior to the start date for the individual.

All authorized users of DoD Information Systems shall receive initial Information Assurance (IA) orientation as a condition of access and thereafter must complete annual IA refresher awareness training to maintain an active user account. The contractor shall ensure that all employees required to maintain access to required IT systems or

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networks complete annual 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.

PROOF OF CITIZENSHIP

The I-9 form lists acceptable forms of identification that can be provided to prove U.S. citizenship. Dual citizens are required to renounce their secondary citizenship in order to work for the U.S. government. Citizenship can be renounced by turning in the foreign national passport to a government security officer for destruction or to the originating embassy of the passport. Individuals should request a signed affidavit from their embassy recognizing the renouncing of their citizenship.

Acceptable Proof of Citizenship:

a. For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a state or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.

b. If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.

c. A Passport, current or expired, is acceptable proof of citizenship.

d. A Record of Military Processing Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.

e. If Citizenship is from the Island of Puerto Rico; see Puerto Rico Birth Certificates Law 191 of 2009, at web site <http://www.prfaa.com/birthcertificates/>.

f. If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence:

(1) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.

(2) A Report of Birth Abroad of a Citizen of the United States of America

(3) A Certificate of Birth.

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

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An “Unfavorable” or “No Determination” adjudication of the contractor employee’s investigation will result in immediate termination of access to the workspace and records.

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.

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

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed 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.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via 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.

H.2 ACCESS TO PROPRIETARY DATA

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or

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Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort except to authorize Government personnel or upon written approval of the Contracting Officer (KO). The

Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides greater rights to the Contractor.

H.3 IDENTIFICATION AS CONTRACTOR EMPLOYEE

The Contractor shall be responsible for furnishing to each employee and for requiring each employee to display identification as a Contractor employee (i.e. introduction, badge, other identification) as may be approved and directed by the KO. Distinction as a Contractor employee should be available at all times including in meetings with Government personnel, telephone conversations, and in formal and informal written correspondence. Prescribed Government identification cards shall be immediately delivered to the KO for cancellation upon release of any employee.

H.4 EMPLOYEE CONDUCT

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Government will remove any individual from the site whose continued employment is deemed by the Contracting Officer (KO) to be contrary to the public interest or inconsistent with the best interests of National Security. The costs of dismissal and replacement of the individual shall be borne entirely by the contractor.

H.5 PHYSICAL SECURITY

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

SECTION I CONTRACT CLAUSES

STANDARD CLAUSES CONTAINED IN THE BASIC MAC SHALL APPLY.

FAR 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 30 calendar days prior to contract expiration.

(End of Clause)

09RA 52.217-9 -- Option to Extend the Term of the Contract. (mar 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 thirty six months.

(End of Clause)

FAR 52.222-41 -- SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

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

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

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

Employee Class	Schedule Step	Title	Monetary Wage
GS-11	1	Engineering Technician	28.85

Note: Based on General Service hourly rate pay schedule for the Rest of United States (RUS) area effective January 2018. Fringe Benefits are not included in the monetary rates shown in the table above. (End of Clause)

FAR 52.222-43 -- FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

FAR 52.222-62 -- PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

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SECTION J LIST OF ATTACHMENTS

ATTACHMENT 2: Contractor's Final Release Claims

ATTACHMENT 1: Wage Determination 15-4539 (Rev.-5)