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GENERAL INFORMATION

FOR INFORMATIONAL PURPOSES ONLY

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R706	Labor support in accordance with the PWS $(\mbox{O\&MN},\mbox{N})$	12.0	MO		
8001	R706	Labor support in accordance with the PWS Option 1 $(\mbox{O&MN{\sc N}})$	12.0	MO		
		Option				
8002	R706	Labor support in accordance with the PWS Option 2 $(\mbox{O}\mbox{EMN},\mbox{N})$	12.0	MO		
		Option				
8003	R706	Labor support in accordance with the PWS Option 3 $(\mbox{O&MN},\mbox{N})$	12.0	MO		
		Option				

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement
Logistics Support Services
US Navy Individual Augmentee Combat Training (NIACT)
Expeditionary Combat Readiness Center (ECRC)

1.0 INTRODUCTION

- 1.1 The Chief of Naval Operations established the Navy Expeditionary Combat Command (NECC) on 1 October 2005. NECC was established as a Functional Commander for shore-based expeditionary type forces within the Navy. Its mission is to man, train, and equip navy forces to operate in an integrated fashion; to provide a secure environment for forces and logistics to flow ashore from the Sea Base; to support naval and joint combat forces with explosive ordnance disposal, combat engineering and construction, inland waterway operations and force protection; and to develop the capability of assigned forces to extend Joint Force Maritime Component Commander (JFMCC) Domain Awareness in-shore, near coast, near inland perimeter and into the riparian environment. The near-term organization of NECC will center on assumption of Type Commander-type functions for forces currently aligned under the Naval Coastal Warfare, Explosive Ordinance Disposal, Naval Expeditionary Logistics Support, and Naval Construction Force plus the additional capabilities of Maritime Civil Affairs and Training Group, Expeditionary Training Command, Coastal Riverine Group and Squadrons, and the Expeditionary Combat Readiness Center.
- 1.2 Background and Mission. The US Navy's Individual Augmentee Combat Training (NIACT) course trains Sailors in combat skills to prepare them as Individual Augmentees (IA's) to Army units in support of Operation Iraqi Freedom (OIF)/Operation Enduring Freedom (OEF). Army Training and Doctrine Command (TRADOC) designated Task Force Marshall (TFM) to teach the NIACT course on behalf of the Naval Personnel Development Command (NPDC) at Fort Jackson, SC. Under NPDC, the Center for Security Forces (CSF) manages the NIACT curriculum.

2.0 SCOPE

- 2.1 This effort is to provide expert logistics services support for the US Navy's Individual Augmentee Combat Training (NIACT) course held at Fort Jackson/Camp Mc Crady in Columbia, South Carolina.
- 2.2 The contractor shall facilitate the management of the issue and turn-in of inventory and issue and turn-in of equipment for training and personal issue items. All issued gear will be Government Furnished Equipment (GFE) that will be requisitioned by the senior Navy Supply Department individual with input from the contractor. Equipment includes Rapid Fielding Initiative (RFI) gear, uniforms, and other items such as protective clothing, web gear, personal armor, Kevlar helmets, gun-cleaning kits, boots, and other items on government-prescribed lists for each theater of operation.
- 2.3 Monthly breakdown of estimated work: Receive, unpack and sort 5 to 6 containers holding 10 tri-walls each of reconstituted gear from NAVCENT Kuwait, Djibouti and incoming re-deployers, ensuring all Ready For Issue Gear or Gear turn ins are accountable. Gear issues are made every 3 weeks to over 200 students requiring 2 sea bags each entering training. NIACT has various breaks throughout the year during which no training is conducted. Currently there are 16 classes scheduled during each fiscal year. Estimate for regular classes 16 issues x 200 students x 2 bags per student, equals 6,400 bags per year. For the surge requirements (maximum of 350 students approximately twice per year) the estimate would be 2 issues x 350 students x 2 bags per student, equals 1,400 bags per year. Total estimate for regular classes and surges would be 7,800 bags per year.

3.0 REQUIREMENTS

- 3.1 The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this performance work statement.
- 3.2 The Contractor shall maintain the personnel, organization, and administrative control of contract personnel to ensure that the work delivered meets the contract specifications and requirements.

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- 3.3 The government will make requisition decisions for gear issue, with contractor input, through the military supply system for items to include the following tasks.
- 3.3.1 The Contractor shall issue initial equipment items (e.g., insignia, nametapes and other uniform items).
- 3.3.2 The Contractor shall segregate, evaluate, inventory, clean and transfer returning gear (including items returned by demobilizing personnel).
- 3.3.3 The Contractor shall support the coordinated effort to re-stock the Navy Central Issuing Facility (CIF) with re-constituted gear, or turn-in gear that has been segregated, screened, cleaned, and inventoried.
- 3.3.4 The Contractor shall provide the senior Navy Supply personnel with recommendations on returning equipment to inventory or to code-out the items to turn into the Defense Reutilization Management Office (DRMO).
- 3.3.5 The Contractor shall process DRMO shipments utilizing Electronic Turn In Document (ETID) or other standard business practices, to include assisting in the labor effort of segregating, inventorying, preparing administrative documents, assisting DRMO inspectors and preparation for shipment.
- 3.3.6 The Contractor shall receive and issue equipment, materials and supplies as directed.
- 3.3.7 The Contractor shall download containers of turned in gear received from Warrior Transition Program (WTP) and remove from the chassis as required.
- 3.3.8 The Contractor shall assist the Officer in Charge, Navy Liaison Office, Fort Jackson, with all facets of the logistics and facilities operation in support of the Navy's Reconstitution and Issuing program.
- 3.4 The Government is in the process of procuring a Commercial Off-The-Shelf (COTS) inventory management system that the Contractor shall utilize to perform basic inventory management data analysis to include:
- 3.4.1 Data collection and analysis of annual and seasonal demand in order to forecast future stock needs.
- 3.4.2 Make stock level sustainment recommendations to the senior Navy Supply individuals.
- 3.4.3 Develop and execute replenishment and DRMO plans to ensure in stock and service level goals are met and sustained.
- 3.4.4 Analyze sustainment costs, consumable requirements, and shipping expenses for budget planning purposes.
- 3.4.5 Review and manage system and reports generated.
- 3.4.6 Run a weekly inventory management report.
- 3.5 Assist the Logistics Department in performance of spot inventories.
- 3.6 Contractor shall submit a certification that required insurance coverage identified in Section 6.0 will be obtained prior to award.

4.0 QUALIFICATION REQUIREMENTS

- 4.1 Personnel provided under this PWS are critical to the mission of the Department of the Navy therefore all personnel working under this requirement shall possess the following qualifications:
- 4.1.1 Demonstrate an understanding of the needs of Navy Individual Augmentee.
- 4.1.2 Pre-forklift qualified to standards consistent with DOD regulations,
- 4.1.3 A valid Commercial Driver's License (CDL) and shall maintain a driving record that is consistent with DOD

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regulations governing civilians driving on post.

- 4.1.4 All Contractor employees shall possess excellent oral and written communication skills in the English language.
- **4.2 Inventory Control Manager** shall have a blend of two years consisting of analytical, prioritizing and problem solving experience that specifically focuses on the day-to-day inventory operations, to include the following tasks:
- 4.2.1 Demonstrate an understanding of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines.
- 4.2.2 Two years of experience in data collection and analysis utilizing a Commercial Off-The-Shelf inventory control program.
- 4.2.3 Two years of experience in evaluating annual and seasonal demand in order to forecast future stock needs and make stock level sustainment recommendations to the senior Navy Supply individuals.
- 4.2.4 Two years of developing and execution of replenishment and DRMO plans to ensure in-stock and service level goals are met and sustained.
- 4.2.5 Demonstrate an analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts and take or recommend actions based upon application or interpretation of established guidelines.
- 4.2.6 Analyze sustainment costs, consumable requirements, and shipping expenses for budget planning purposes.
- 4.2.7 Review and manage system and reports generated.
- **4.3** Warehouse workers shall have two years of knowledge and experience to include the following:
- 4.3.1 Demonstrate an understanding of the governing supply systems, basic programs, policies, nomenclature, work methods, or other established guidelines.
- 4.3.2 An ability to demonstrate collaborative skills to work well within a team.

5.0 OTHER PERFORMANCE REQUIREMENTS

- 5.1 The Contractor shall provide a vehicle for the use of the Contractor's personnel under this task to transport logistic support items and Contractor personnel on or around Fort Jackson and Camp Mc Crady, and for other purposes directly supporting this task. A crew cab pickup truck would be sufficient to move most items/personnel.
- 5.2 The Government reserves the right to review the qualifications/certifications of any prospective employee proposed to perform tasks under this performance work statement. If the Government questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain the person as qualified as prescribed herein shall be upon the contractor. Personnel assigned by the Contractor to perform tasks under this performance work statement shall be fully capable of performing the functions in an efficient, reliable, and professional manner.

6.0 INSURANCE

6.1 Before beginning work under this contract, the Contractor shall submit (in writing) to the Contracting Officer a certification that required insurance coverage has been obtained. For purposes of the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5, Section I), the minimum coverage required during the term of this contract shall be as follows:

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- 6.2 Workers' Compensation and Employer's Liability. The Contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they must be covered under the employer's liability section of the Contractor's insurance policy, except when contract operations are so commingled with a Contractor's commercial operations it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- 6.3 General Liability. The Contractor must carry bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- 6.4 Automobile Liability. The Contractor shall carry automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing this contract. Policies covering automobiles operated in the U.S. shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

7.0 PLACE, PERIOD OF PERFORMANCE AND WORK DAYS.

- 7.1 Place of Performance. The majority of work will be performed at Fort Jackson and Camp Mc Crady Training Center, South Carolina, and in the immediate surrounding area not further than 50 miles..
- 7.2 Period of Performance. The period of performance for this PWS is the date of award for 12 months, and will include three (3) one-year option periods. It is anticipated that services will begin 30 September 2015.
- 7.3 Work Days. Contractor work schedule may vary to conform to NIACT training events but shall normally be 40 hours per week. Tasks shall normally be scheduled and performed between the hours of 0700 and 1800, Monday through Friday. Overtime is not authorized. NIACT training events do not recognize government holidays, but normally do not conflict.

8.0 GOVERNMENT FURNISHED EOUIPMENT/FACILITIES/SUPPLIES.

- 8.1 Employees will be provided with personal protection equipment and signage in the work space, following applicable Base Safety Regulations.
- 8.2 The Government will provide a workstation at the place of performance to include a computer, Internet access, telephone service, and the use of common office tools and consumable supplies required to carry out the tasks of this performance work statement. The equipment shall be returned to the Government at the time of expiration of this delivery order.
- 8.3 The Government will provide warehouse space for storage and management, cleaning supplies, a Commercial Off-The-Shelf (COTS) system, and all material handling equipment. The government has large stake body trucks (4, 5 or 15 ton) to move larger amounts of property, as needed.

9.0 DELIVERABLES

9.1 PROGRESS REPORTS

The Contractor shall provide Monthly Status Reports no later than five (5) days after the end of the month for the services provided during the previous month. (Example: May's Monthly Status Report shall be due no later than

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June 5th). Report format and contents shall be determined by the COR and shall include invoices as an enclosure

10.0 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA):

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

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

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

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

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

LOGISTICS SERVICES SUPPORT FOR THE US NAVY'S INDIVIDUAL AUGMENTEE COMBAT TRAINING (NIACT) COURSE

1.0 PURPOSE

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

2.0 AUTHORITY

Authority for issuance of this QASP is provided here under which provides for inspections and acceptance of the articles, services and documentation called for in the contract to be accomplished by the Contracting Officer or his duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not intended to duplicate the Contractor's Management Plan.

4.0 GOVERNMENT RESOURCES

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

Contracting Officer Representative (COR) Expeditionary Combat Readiness Center (ECRC) – A person appointed by a Contracting Officer whose responsibility is direct over site of the contract and the makes recommendations to the appropriate contracting office.

Officer in Charge, Navy Liaison Office, Fort Jackson – Responsible for on-site oversight of the contract and authorized to make related determinations and findings on behalf of the government to the Supply Officer, ECRC and the appropriate contracting office.

Technical Assistant (TA) – Responsible for providing technical assistance and support to the Officer in Charge and COR.

5.0 RESPONSIBILITIES

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

COR- The COR, Expeditionary Combat Readiness Center (ECRC) safeguards the interests of the United States in the contractual relationship. It is the Supply Officer's responsibility to review and maintain a copy of all Quality Assurance reports and to inform the appropriate contracting office of any related issues or discrepancies.

OFFICER IN CHARGE, NAVY LIAISON OFFICE, FORT JACKSON – The Officer in Charge, Navy Liaison Office, Fort Jackson ensures performance of all necessary actions for effective contracting and ensures compliance with the terms of the contract. It is the Officer in Charge that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Officer in Charge is responsible for providing feedback to the COR regarding Contractor's performance.

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TECHNICAL ASSISTANT (TA) – Provides detailed technical oversight of the Contractor's performance in addition to the COR. While the TA may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Governments behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Note that the TA shall primarily provide assistance in the evaluation of the performance of any and all service provided by the resulting order to the COR.

6.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of the QASP:

MONTHLY STATUS REPORTS – The contractor shall provide Monthly Status reports. Report format and contents shall be determined by the COR and shall include a copy of invoices as an enclosure.

7.0 IDENTIFIED SURVEILLENCE TASKS

The following items are identified within section of contract Performance Work Statement and are to be monitored under this QASP.

Performance Requirem	Performance Requirements Matrix – Performance Standards				
PWS Task	Performance Indicator	Surveillance Method	Frequency	Acceptable Quality Level	
Requisition Recommendations items for re-stock	Adequate stock levels.	Review by the COR with assistance from TA	Bi-weekly	>98% accuracy	
Initial issue of equipment	Sailors are receiving necessary gear.	Inspection by COR with assistance from TA	Weekly	>98% accuracy	
Gear processing: Segregate, evaluate, inventory, clean and transfer returning gear (including items returned by demobilizing personnel).	Gear is inventoried, clean and ready for re-issue each class cycle.	Inspection by COR with assistance from TA	Monthly	>98% accuracy	
Re-stock CIF with clean reconstituted gear.	Adequate CIF stock levels	Inspection by COR with assistance from TA.	Bi-weekly	>98% accuracy	
Gear reuse recommendations	Re-issued gear is clean and in good operation condition.	Review by the COR with assistance from TA	Bi-weekly	>98% accuracy	
Process DRMO shipments	DRMO turn-ins are made in a timely manner.	Inspection by COR.	Monthly	>98% accuracy	
Receive/download gear from Warrior Transition Program (WTP)	Equipment is processed and prepared for re-issue or DRMO.	Review by the COR	Monthly	>98% accuracy	

In all cases, surveillance shall not be so intrusive as to impact the Contractor's successful accomplishment of the mission.

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The COR will, in addition to providing documentation, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contact. The TA shall forward any additional information to the COR, Supply Officer, Expeditionary Combat Readiness Center via the Officer in Charge, Navy Liaison Office. All reports on file will be forwarded to the appropriate contracting office at the completion of the contract.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000 9/30/2015 - 9/29/2016

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the base year is as follows:

8000 9/30/2015 - 9/29/2016

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

8100 9/30/2016 - 9/29/2017

8200 9/30/2017 - 9/29/2018

8300 9/30/2018 - 9/29/2019

Services to be performed hereunder will be provided at Fort Jackson/Camp McCrady in Columbia, South Carolina.

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-7006 Billing Instructions

As prescribed in 204.7109, use the following clause:

BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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 <u>252.232-7003</u>, 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:

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

2-IN-1

(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.

Government

(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*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	V4591A
Ship To Code	Not applicable
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	Not applicable
Service Acceptor (DoDAAC)	Not applicable
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	V4591A
DCAA Auditor DoDAAC	Not applicable
Other DoDAAC(s)	Not applicable

^{(*}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.

alan.wood@navy.mil

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.

Chief Alan Wood

757-462-4744 ext. 179 Alan.wood@navy.mil

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

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

(End of clause)

5252.243-9400 Authorized Changes Only By the Contracting Officer

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

Name: FLC Norfolk Contracting Officer Address: Fleet Logistics Center Norfolk - Code 200 1968 Gilbert St. Suite 600 Norfolk, VA 23511

(End of Clause)

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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

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

Name: FLC Norfolk Contracting Officer

Address: Fleet Logistics Center Norfolk - Code 200

1968 Gilbert St. Suite 600

Norfolk, VA 23511

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

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Name: FLC Norfolk Contracting Officer

Address: Fleet Logistics Center Norfolk - Code 200

1968 Gilbert St. Suite 600

Norfolk, VA 23511

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

Not Applicable

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

(HQ0338) DFAS Columbus Center, South Entitlement Operations

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

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

Name: Chief Alan Wood

Address: Expeditionary Combat Readiness Center (ECRC)

1213 5th Street, Bldg 3542

Naval Amphibious Base Little Creek

Virginia Beach, VA 23459-2316

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

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- 1. The Procuring Contract Office (PCO) is responsible for:
- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.
- 2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer Representative (COR) or someone else herein.
- 3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
- 4. The COR is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

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

b. Contract Surveillance

- (1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.
- (2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO or CAO to the situation.
- (3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO or CAO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO or CAO advised of progress.

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- (4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO or CAO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.
- c. Invoice Review and Approval/Inspection and Acceptance
- (1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.
- (2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.
- (3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.
- (4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."
- d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.
- e. Administrative Duties
- (1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.
- (2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.
- (3) The COR must take prompt action to provide the PCO or CAO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.
- f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.
- g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.
- h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.
- i. Written Report/Contract Completion Statement.
- (1) The COR is responsible for timely preparation and submission to the PCO or CAO, of a written, annual evaluation of the contractor's performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

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- (2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.
- (3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.
- 5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:
- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

Accounting Data

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

(end of text)

5252.204-9400 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.

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. TheIT-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

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National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain. Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security

Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

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

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

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

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

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required. Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination. If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

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

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

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

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

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)

Original Signed Release Statements

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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.

(End of text)

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CEAUSES
52.204-9 Personal Identity Verification of Contractor Personnel
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed
for Debarment
52.219-6 Notice of Total Small Business Set-Aside
52.219-8 Utilization of Small Business Concerns
52.219-13 Notice of Set-Aside of Orders
52.219-14 Limitations on Subcontracting
52.219-28 Post Award Small Business Program Representation
52.222-3 Convict Labor
52.222-17 Non-displacement of Qualified Workers
52.222-19 Child LaborCooperation with Authorities and Remedies
52.222-21 Prohibition of Segregated Facilities
52.222-26 Equal Opportunity
52.222-36 Affirmative Action for Workers with Disabilities
52.222-41 Service Contract Act of 1965
52.222-43 Fair Labor Standards Act-Price Adjustment
52.222-50 Combating Trafficking in Persons
52.222-55 Minimum Wages Under Executive Order 13658
52.222-99 (Dev) Establishing a Minimum Wage for Contractors (Deviation)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act
52.222-54 Employment Eligibility Verification
52,223-18 Encouraging Policies to Ban Text Messaging while Driving
52.225-13 Restrictions on Certain Foreign Purchases
52.228-5 Insurance – Work on a Government Installation
52.232-18 Availability Of Funds
52.232-33 Payment by Electronic Funds Transfer—System for Award Management
52.232-39 Unenforceability of Unauthorized Obligations
52.232-40 Providing Accelerated Payments to Small Business Subcontractors
52.233-1 Alt I Disputes
52.236-13 Alt I Accident Prevention
52.237-2 Protection Of Government Buildings, Equipment, And Vegetation
52.243-1 Alt I ChangesFixed Price - Alternate I
52.247-34 F.O.B. Destination
252.201-7000 Contracting Officer's Representative
252.203-7000 Requirements Relating to Compensation of Former DoD Officials
252.203-7002 Requirement to Inform Employees of Whistleblower Rights 252.204-7003 Control Of Government Personnel Work Product
252.204-7003 Control Of Government Personnel Work Product 252.204-7012 Safeguarding of Unclassified Controlled Technical Information
252.204-7012 Safeguarding of Oriclassified Controlled Technical Information 252.204-7015 Disclosure of Information to Litigation Support Contractors
252.205-7000 Provision Of Information To Cooperative Agreement Holders
252.209-7000 Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State
Sponsor of Terrorism
252.223-7006 Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252,225-7000 Fromonton on Storage, Treatment, and Disposar of Toxic of Trazardous Waterians 252,225-7001 Buy American Act & Balance of Payments Program
252.225-7001 Buy American Net & Batanee of Fayments Flogram 252.225-7002 Qualifying Country Sources as Subcontractors
252,225-7002 Quantying Country Sources as Subcontractors 252,225-7048 Export-Controlled Items
252.232-7048 Export-controlled terms 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
252.232-7007 Limitation of Funds-FFP
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
252.243.7002 Paguests for Equitable Adjustment

252.243-7002 Requests for Equitable Adjustment
252.247-7023 Transportation of Supplies by Sea

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52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 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 48 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

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

Inventory Control Manager – GS-12

Warehouse Worker - WG-4

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/far/

DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfars/

(End of clause)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010) (FEB 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available)

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under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment I - DOL Wage Determination