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PREVIOUS EDITION IS OBSOLETE.

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GENERAL INFORMATION

This Task Order is reserved for only those contractors which are small businesses and which have {Gulf Coast Zone} identified in section B of the MAC contract. Proposals from other contractors will not be considered.

Quoters may submit questions requesting clarification of solicitation requirements through the Seaport-e portal. It is requested that all questions be received no later than10 days from the date the solicitation is issued, as time may not permit responses to questions received after that time and date to be prepared and issued prior to the closing date for receipt of quotations.

Services are currently being performed under contract N00189-15-C-Z079 by Global Business Solutions, Inc. (GBSI) located at 2400 W. Michigan Ave., Ste. 4, Pensacola, Florida 32526.

Amendment 1 makes edits to Sections 5.0, and 3.1.1.15 and various other minor edits.

Amendment 2 makes changes to the closing date, Section B, and Page 5 of 33.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

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For FFP Items:
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Item	PSC	Supplies/Services	Qty	Unit	Unit	Price	Total	Price
8000	R499	Credentialing Analysis Program support services I/A/W the Performance Work Statement (PWS). (Fund Type - TBD)	1.0	МО	\$		¢,	
800001	R499	Navy Funding (Fund Type - OTHER)						
800002	R499	Marine Funding (Fund Type - OTHER)						
8100	R499	Credentialing Analysis Program support services I/A/W the Performance Work Statement (PWS). (Fund Type - TBD)	12.0	MO	Ş		Ş	
		Option						
8200	R499	Credentialing Analysis Program support services I/A/W the Performance Work Statement (PWS). (Fund Type - TBD)	12.0	MO	Ş		Ş	
		Option						
8300	R499	Credentialing Analysis Program support services I/A/W the Performance Work Statement (PWS). (Fund Type - TBD)	12.0	МО	Ş		Ş	
		Option						
8400	R499	Credentialing Analysis Program support services I/A/W the Performance Work Statement (PWS). (Fund Type - TBD)	12.0	МО	\$5		\$	
		Option						
8500	R499	Credentialing Analysis Program support services I/A/W the Performance Work Statement (PWS). (Fund Type - TBD)	11.0	MO	ç		\$	
		Option						
for ODC	7 T+0							
Item	PSC	Supplies/Services				īnit F	st. Cos	2+
	IDC							
9000	R499	Other Direct Costs Not-To-Exceed (NTE) estimate of \$3,00 plus applicable G&A for Travel. (Fund Type - TBD)	0.00		1.0 1	LO \$	3,000.0	00
9001	R499	Credentialing Exam Vouchers I/A/W the Performance Work S (PWS)herein(Not-To-Exceed NTE estimate of \$333,333.33) (Type - TBD)		ent	1.0 1	LO \$	333,333	3.33
900101	R499	Navy Funding (Fund Type - OTHER)						

900102 R499 Marine Funding (Fund Type - OTHER)

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R499	Other Direct Costs Not-To-Exceed (NTE) estimate of \$40,000.00 plus applicable G&A for Travel. (Fund Type - TBD)	1.0	LO	\$40,000.00
		Option			
9101	R499	Credentialing Exam Vouchers I/A/W the Performance Work Statement (PWS)herein(Not-To-Exceed NTE estimate of \$4,000,000.00) (Fund Type - TBD)	1.0	LO	\$4,000,000.00
		Option			
9200	R499	Other Direct Costs Not-To-Exceed (NTE) estimate of \$40,000.00 plus applicable G&A for Travel. (Fund Type - TBD)	1.0	LO	\$40,000.00
		Option			
9201	R499	Credentialing Exam Vouchers I/A/W the Performance Work Statement (PWS)herein(Not-To-Exceed NTE estimate of \$4,000,000.00 (Fund Type - TBD)	1.0	LO	\$4,000,000.00
		Option			
9300	R499	Other Direct Costs Not-To-Exceed (NTE) estimate of \$40,000.00 plus applicable G&A for Travel. (Fund Type - TBD)	1.0	LO	\$40,000.00
		Option			
9301	R499	Credentialing Exam Vouchers I/A/W the Performance Work Statement (PWS)herein(Not-To-Exceed NTE estimate of \$4,000,000.00) (Fund Type - TBD)	1.0	LO	\$4,000,000.00
		Option			
9400	R499	Other Direct Costs Not-To-Exceed (NTE) estimate of \$40,000.00 plus applicable G&A for Travel. (Fund Type - TBD)	1.0	LO	\$40,000.00
		Option			
9401	R499	Credentialing Exam Vouchers I/A/W the Performance Work Statement (PWS)herein(Not-To-Exceed NTE estimate of \$4,000,000.00) (Fund Type - TBD)	1.0	LO	\$4,000,000.00
		Option			
9500	R499	Other Direct Costs Not-To-Exceed (NTE) estimate of \$16,666.67 plus applicable G&A for Travel (Fund Type - TBD)	1.0	LO	\$19,666.67
		Option			
9501	R499	Credentialing Exam Vouchers I/A/W the Performance Work Statement (PWS)herein(Not-To-Exceed NTE estimate of \$3,666,666.66) (Fund Type - TBD)	1.0	LO	\$3,666,666.66
		Option			

*** Note that CLINs 9000 and 9001 are incrementally funded. See sections G and I for amounts. ***

For Credentialing Exam Vouchers CLINS, the government will reimburse only the direct cost of the exam vouchers plus, if applicable, a material handling fee or other "handling" fee can be applied to the vouchers, but must be added on to the total, since it's not included in the NTE amount. This material handling fee, must be allowable, allocable, and reasonable, and in accordance with a company's approved accounting system. If no approved accounting system exists, then the elements of the fee may be subject to DCAA audit. Profit/Fee or any other indirect rate, such as G&A and Overhead, shall not to be applied to the vouchers.

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Travel shall be billed at actual cost plus general and administrative cost, if applicable. Profit/Fee shall not be applied to travel. Offerors please complete pricing schedule in this section. Travel administration (G&A) shall be excluded from CLINs for Credentialing Analysis Program support services. The extended amount proposed must equal the government furnished NTE amounts plus the allowable markups described in this paragraph, if any.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) CREDENTIALS ANALYSIS SUPPORT FOR NAVY TRAINING PROGRAMS

in support of the

CENTER FOR INFORMATION DOMINANCE

Corry Station and Headquarters Marine Corps

640 Roberts Ave. Pensacola, FL 32511-5138

1. PURPOSE

This Performance Work Statement (PWS) provides Program Management support for the Center for Information Dominance (CID), Corry Station, Pensacola, FL, and Credentialing Program Office support for the Department of the Navy (DoN) Credentials Programs (USN and USMC).

2.0 SCOPE

This PWS describes the efforts to support Credentialing Program analysis, data collection, voluntary and Cyber Security Workforce (CSWF) Credentialing exam support, Information Technology Credentialing exam support, and data maintenance efforts at the Center for Information Dominance (CID) Corry Station, Pensacola for DoN. This PWS provides for Program Management support in the analysis, integration, testing and documentation change, update support, and credentialing exam support to implement Credentialing Program efforts specific to DoN.

3.1 SPECIFIC REQUIREMENTS

The contractor shall perform task assignments within the parameters of the specific tasks and requirements outlined in this section.

3.2 Task Area A: Navy Credentials Analysis. The contractor shall provide credentials analysis on Navy Ratings; Officer Designators, Sub-Specialty Codes, and Additional Qualification Designations; and Jobs for the Navy's Credentials Program. This support shall include, but not be limited to:

3.2.1 The Contractor shall:

3.2.1.1 Conduct analysis of programs for certification, license, and apprenticeship training & opportunities.

3.2.1.2 Assist the Credentials Program manager in development of solution planning for implementation of the Navy's Credentialing program.

3.2.1.3 Provide evaluation of training opportunities at the Navy's thirteen Learning Centers and subordinate learning sites' to expedite implementation of credentialing goals and objectives.

- Center for Naval Aviation Technical Training (CNATT) Pensacola, FL
- Center for Surface Combat Systems (CSCS) Dahlgren, VA
- Center for Information Dominance (CID) Pensacola, FL
- Surface Warfare Officers' School (SWOS) Newport, RI
- Submarine Learning Center (SLC) Groton CT
- Center for Explosive Ordnance Disposal and Diving (CENEODDIVE) Panama City, FL
- Center for Security Forces (CENSECFOR) Virginia Beach, VA
- Center for Service Support (CSS) Newport, RI
- Center for Seabees and Facilities Engineering (CSFE) Port Hueneme, CA
- Naval Chaplaincy School and Center (NCSC) Fort Jackson, SC
- Center for SEAL and SWCC (CENSEALSWCC) San Diego CA
- Engineering Duty Officer (EDO) School Port Hueneme, CA
- Navy Medical Education Training Center San Antonio, TX

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3.2.1.4 Investigate, analyze, and make recommendations to the Navy's Credentials Program manager on civilian training and education systems to reduce the training gap analysis.

3.1.1.4.1 Develop methods for applying credentialing related solutions to subordinate training sites.

3.2.1.5 Liaise with required Navy Learning Centers to ensure Navy training databases (to include Fleet Training Management and Planning System (FLTMPS) and Total Workforce Management Services (TWMS)) are reflecting accurate and up-to-date training opportunities and credentialing completion data.

3.2.1.6 Develop a process for records and general documentation tracking for certifications and licenses affecting Navy Learning Center training resources and requirements.

3.2.1.7 Analyze and provide recommendations for achieving the Secretary of the Navy Manual (SECNAVMAN) 5239.2 Cyber Security Workforce (CSWF) credentialing requirements while maintaining existing program office staffing levels in support of the Navy's Cyber community.

3.1.1.8 Perform analysis and provide written recommendations in support of maintaining Navy's Credentialing Opportunities Online (COOL) web site, including liaison with other COOL contractors.

3.1.1.9 Provide training to the Navy Learning Center's domain personnel on the Navy's credentialing strategy and implementation processes.

3.1.1.10 Perform technical analysis, and identify and coordinate with other DoD, federal government, and civilian credentialing agencies to promote information exchange, and data and product sharing of services.

3.1.1.11 Initiates collaboration with civilian credentialing agencies and credentialing exam providers to:

3.1.1.11.1 Identify specific needs associated with credentialing.

3.1.1.11.2 Analyze and provide recommendations to Navy Learning Centers on ways to adapt existing curriculum to improve instructional delivery leading towards credentialing.

3.1.1.12 Voluntary/Discretionary Credentialing Exam support. The contractor shall provide credentials exam support for Navy enlisted certifications. Exam support will be at the Navy's Credentials Program Office, Corry Station, Pensacola, FL. This support shall include, but not be limited to:

3.1.1.12.1 The Contractor shall:

3.1.1.12.1.1 Maintain credentialing exam voucher numbers.

3.1.1.12.1.2 Issue credentialing exam voucher numbers to fleet customers.

3.1.1.12.1.3 Record results of exam use (pass/fail results), as reported by fleet customers and/or test center.

3.1.1.12.1.4 Input pass/fail results into credentialing databases.

3.1.1.12.1.5 Input data into Navy's Credentials Program Office credentialing database.

3.1.1.12.1.6 Input data upon review of Navy's TWMS and FLTMPS databases

3.1.1.12.1.7 Provide statistics and reports to CID and Navy's Credentials Program Office.

3.1.1.12.1.8 Provide customer support for fleet customers and test center.

3.1.1.12.1.9 Provide credentialing support for Navy's Credentials Program Office Analysts.

3.1.1.13 Personnel Qualifications and Job Descriptions.

Credentials Analysis personnel shall have experience in the Navy's Credentialing Program, managing, training towards, and support of the process of attaining credentials as well as an understanding of civilian credentialing and its ties to Navy requirements. Analysts shall have an Associate's degree or higher; an understanding of the science of learning, education theory, and program management in an integrated learning environment; experience in methods for assessment of training processes and systems; proficiency in using Microsoft Office products; good communications skills. Analysts without the required experience shall be reviewed by Navy Credentials Program manager for adequate background/experience in related work, prior to being assigned to perform on this contract. Prior military experience preferred.

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3.1.1.14 : CSWF Credentialing Exam support.

The contractor shall provide credentials exam support for Navy personnel (Officer, Enlisted, Civilian) requiring CSWF certifications. Exam support will be at the Navy's Credentials Program Office, Corry Station, Pensacola, FL. This support shall include, but not be limited to:

3.1.1.14.1 The Contractor shall:

3.1.1.14.1.1 Maintain credentialing exam voucher numbers.

3.1.1.14.1.2 Issue credentialing exam voucher numbers to fleet customers.

3.1.1.14.1.3 Record results of exam use (pass/fail results), as reported by fleet customers and/or test center. 3.1.1.14.1.4 Input pass/fail results into credentialing databases.

3.1.1.14.1.5 Input data into Navy's Credentials Program Office credentialing database.

3.1.1.14.1.6 Input data upon review of Navy's TWMS and FLTMPS databases

3.1.1.14.1.7 Provide statistics and reports to CID and Navy's Credentials Program Office.

3.1.1.14.1.8 Provide customer support for fleet customers and test center.

3.1.1.14.1.9. Provide credentialing support for Navy's Credentials Program Office Analysts.

3.1.1.15 Personnel Qualifications and Job Descriptions.

CSWF Credentials Exam support personnel shall have experience in the Navy's Credentialing Program, managing, training towards, and support of the process of attaining credentials as well as an understanding of civilian credentialing and its ties to Navy requirements. CSWF Credentials Exam Management personnel shall have an Associate' s degree or higher; an understanding of the science of learning, education theory, and program management in an integrated learning environment; experience in methods for assessment of training processes and systems; proficiency in using Microsoft Office products; good communications skills. Personnel without the required experience shall be reviewed by Navy's Credentials Program manager for adequate background/ experience in related work, prior to being assigned to perform on this contract. Prior military experience preferred.

The contractor shall provide the following staffing at a minimum, where a full-time equivalent (FTE) equals 1920 productive hours per year:

6 FTE total which includes:

1 Project Manager / Voucher Facilitator

5 Program Analysts (Navy / USMC)

3.2 Reserved.

3.3 Task Area B: Marine Corps Credentials Analysis. The contractor shall provide credentials analysis on Marine Corps Military Occupational Specialties (MOS); Officer Designators, Sub-Specialty Codes, and Additional Qualification Designations; and Jobs for the Marine Corps' Credentials Program. This support shall include, but not be limited to:

3.3.1 The Contractor shall:

3.3.1.1 Conduct analysis of programs for certification, license, and apprenticeship training & opportunities.

3.3.1.2 Assist the Marine Corps' Credentials Program manager in development of solution planning for implementation of the Marine Corps' Credentialing program.

3.3.1.3 Provide evaluation of training opportunities at the Marine Corps' Training Centers and subordinate learning sites' to expedite implementation of credentialing goals and objectives.

3.3.1.4 Investigate, analyze, and make recommendations to the Marine Corps' Credentials Program manager on

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civilian training and education systems to reduce the training gap analysis.

3.3.1.4.1 Develop methods for applying credentialing related solutions to subordinate training sites.

3.3.1.5 Liaise with required Marine Corps Training Centers (primarily, but not limited to, Marine Corps Training and Education Command (TCOM) Quantico VA) to ensure Marine Corps training databases (to include Marine Corps Training Information Management System (MCTIMS) and other Marine Corps HR systems) are reflecting accurate and up-to-date training opportunities and credentialing completion data.

3.3.1.6 Develop a process for records and general documentation tracking for certifications and licenses affecting Marine Corps Training Center training resources and requirements.

3.3.1.7 Perform analysis and provide written recommendations in support of maintaining Marine Corps' Credentialing Opportunities Online (COOL) web site, including liaison with other DON COOL contractors.

3.3.1.9 Provide training to the Marine Corps' Training Centers' domain personnel on the Marine Corps' credentialing strategy and implementation processes. These services are provided routinely, often via phone or video conference, approximately 5+ times per month.

3.3.1.10 Perform technical analysis, and identify and coordinate with other DoD, federal government, and civilian credentialing agencies to promote information exchange, and data and product sharing of services.

3.3.1.11 Initiates collaboration with civilian credentialing agencies and credentialing exam providers to:

3.3.1.11.1 Identify specific needs associated with credentialing.

3.3.1.11.2 Analyze and provide recommendations to Marine Corps Training Centers on ways to adapt existing curriculum to improve instructional delivery leading towards credentialing.

3.3.1.12 Voluntary/Discretionary Credentialing Exam support. The contractor shall provide credentials exam support for Marine Corps enlisted certifications. Exam support will be at the Navy's Credentials Program Office, Corry Station, Pensacola, FL. This support shall include, but not be limited to:

3.3.1.12.1 The Contractor shall:

3.3.1.12.1.1 Maintain credentialing exam voucher numbers.

3.3.1.12.1.2 Issue credentialing exam voucher numbers to Marine Corps customers.

3.3.1.12.1.3 Record results of exam use (pass/fail results), as reported by Marine Corps customers and/or test center. 3.3.1.12.1.4 Input pass/fail results into credentialing databases.

3.3.1.12.1.5 Input data into Marine Corps' Credentials Program Office credentialing database.

3.3.1.12.1.6 Input data into credentialing database upon review of Marine Corps Training Information Management System (MCTIMS) and other HR databases.

3.3.1.12.1.7 Provide statistics and reports to Marine Corps' Credentials Program Office. 3.3.1.12.1.8 Provide customer support for Marine Corps customers and test center.3.3.1.12.1.9 Provide credentialing support for Credentials Program Office Purchase Agent, supporting both Navy and Marine Corps.

3.3.1.13 Personnel Qualifications and Job Descriptions.

Credentials Analysis personnel shall have experience in the Marine Corps' Credentialing Program, managing, training towards, and support of the process of attaining credentials as well as an understanding of civilian credentialing and its ties to Marine Corps' requirements. Analysts shall have an Associate's degree or higher; an understanding of the science of learning, education theory, and program management in an integrated learning environment; experience in methods for assessment of training processes and systems; proficiency in using Microsoft Office products; good communications skills. Analysts without the required experience shall be reviewed by Marine Corps Credentials Program manager for adequate background/experience in related work, prior to being assigned to

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perform on this contract. Prior military experience preferred.

4.1 LOCATION AND PERIOD OF PERFORMANCE

The contractor shall perform the tasks of this PWS at: Center for Information Dominance, Corry Station, Pensacola, Florida, 32511, Building 502, room 104E. The period of performance shall be (SEE SCHEDULE).

4.2 Normal working hours are from 0700-1600 Central Time, Monday through Friday. 1 Hour staggered lunch breaks. No weekend or Holiday work.

4.3 At all times, contractor personnel will wear appropriate identification identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, contractor personnel shall clearly identify their status as contractor employees. Email signatures and other correspondence shall clearly identify their status as contractor employees.

5.0 TRAVEL AND OTHER DIRECT COSTS

Yearly Travel destinations and frequencies a	are estimated to be: Task Area A travel requirements:
Pensacola, FL to Millington, TN	One Trip lasting Four Days
Pensacola, FL to San Diego, CA	Two Trips, each lasting Four Days
Pensacola, FL to Arlington, VA	Two Trips, each lasting Four Days
Pensacola, FL to Norfolk, VA	Two Trips, each lasting Four Days
Pensacola, FL to San Antonio, TX	Two Trips each lasting Four Days
Pensacola, FL to locations throughout U.S	. Three Trips each lasting Four Days

All Navy and USMC travel requirements must be approved in writing by the Navy's Credentials Program Manager prior to contractor travel. Contractor travel reimbursement will be based on existing Joint Travel Regulations Reimbursement rates at the time of travel. The contractor may also be required to attend training on behalf of the CID, and as directed by the TOM, to develop customized training solutions in support of the Center's Revolution in Training (RiT) initiatives. Task Area B travel requirements are to be determined.

6.1 REPORTS, DATA, AND DELIVERABLES The deliverables of this effort shall be:

6.2 Monthly Progress Reports

6.3 Meeting Agendas and Minutes

7.0 INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be conducted by the TOM.

8.0 GOVERNMENT FURNISHED ITEMS

To the maximum extent practical, the contractor shall use Government furnished facilities and equipment in support of this PWS. At the time this contract is awarded, the Government will provide the contractor with access to Government Furnished Items at Center for Information Dominance, Corry Station, Pensacola.

9.0 Data Rights

DATA OWNERSHIP. Government shall own unlimited rights to all data produced under this PWS in accordance with DFAR 225.227-7013. Contractor may maintain, until requested by the Credentials Program Office TPOC/COR, data required to complete tasks under this PWS, but only for explicit use as part of this contract. Use outside of this contract is not authorized without written consent from the Credentials Program Office TPOC/COR.

10.0 Ethics

Contractor personnel shall familiarize themselves with the Navy Information Resources Management Program regarding use of proprietary software, and Office of Government Ethics Standards of Ethical Conduct for Employees of the Executive Branch, 5 CFR part 2635, and Section 704 in use of Government facilities and property.

PERFORMANCE WORK STATEMENT (PWS) FOR CREDENTIALING EXAM VOUCHERS (NUMBERING

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RESTARTS)

1.1 SCOPE

1.2 The contractor shall provide civilian/ industry credentialing (certification and/ or licensing) exams for the Navy Credentialing Program at the Center for Information Dominance (CID), 640 Roberts Avenue, Corry Station, Pensacola. Purchased exams will be used by Navy Active Duty and Reserve Enlisted and Officer personnel. Credentialing exams that may be purchased are identified on the Navy COOL website (<u>https://www.cool.navy.mil/usn</u>) within the "Funded Certifications" section of Navy COOL pages. Examples of credentials to be purchased: Microsoft Certified Professional, CISSP, PHR, Six Sigma Green Belt, CompTIA A+, etc...

The contractor shall arrange and provide credentialing exams within three business days from request by Navy's Credentials Program Office. It is understood that certain credentials may take longer than three business days to purchase, which is acceptable, as long as the contractor endeavors to meet the 3-day turn-around as close as possible.

1.3 The contractor shall provide civilian/ industry credentialing (certification and/ or licensing) exams for the Marine Corps Credentialing Programs at the Center for Information Dominance (CID), 640 Roberts Avenue, Corry Station, Pensacola. Purchased exams will be used by Marine Corps Active Duty and Reserve Enlisted and Officer personnel. Credentialing exams that may be purchased are identified on the Marine Corps COOL website (<u>https://www.cool.navy.mil/usmc</u>) within the "Funded Certifications" section of Marine Corps COOL pages. Examples of credentials to be purchased: Microsoft Certified Professional, CISSP, PHR, Six Sigma Green Belt, CompTIA A+, etc...

The contractor shall arrange and provide credentialing exams within three business days from request by Marine Corps' Credentials Program Office. It is understood that certain credentials may take longer than three business days to purchase, which is acceptable, as long as the contractor endeavors to meet the 3-day turn-around as close as possible.

2.1 TASKS/SERVICES/DELIVERABLES

2.2 The contractor shall provide civilian/ industry credentialing exams, in the form of pre-paid exam vouchers and pre-paid credentialing exam payments to the Government. Exam funding will need to be purchased using a variety of funding methods, to include credit card, money order, check, PayPal, and electronic billing. The Government shall reimburse the contractor, on a monthly basis (via WAWF); funds expended to accomplish credentialing exam vouchers and prepaid credentialing exam payments, plus any allowable material handling fee included on this contract. The contractor shall contact the credentialing exam vendor, arrange and make payment for the Sailors, and provide feedback to the Navy's Credentials Program Office that the exams have been purchased. Purchased exams will be distributed by the Navy's and Marine Corps' Credentials Program Offices.

2.3 Service. The contractor shall provide various credentialing exam vouchers and pre-paid credentialing exam payments, as requested by the Government. The Government will determine and identify (by quantity and type) the certification vouchers required. A range of certification vouchers will be necessary to support a myriad of personnel requirements consistent with Navy's and Marine Corps' Credentialing Opportunities On-Line (COOL). Exam purchases will be single purchases, on-demand purchases, bulk purchases, and/ or a combination of these listed. Purchases will be made daily (less weekends & holidays).

2.4 Navy Maximum. Total orders for certification voucher requirements under this contract will not exceed a maximum of 25,000 in FY-2016.

2.5 Navy Minimum. Total number of orders for certification voucher requirements under this contract will be a minimum of 5,000 in FY-2016.

2.3 Marine Corps Maximum. Total orders for certification voucher requirements under this contract will not exceed a maximum of 1,000 in FY-2016.

2.4 Marine Corps Minimum. Total number of orders for certification voucher requirements under this contract will be a minimum of 100 in FY-2016.

2.5 The contractor shall deliver the certification vouchers within 3 business days after request from the Government.

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2.6 The contractor shall provide monthly status report of funds expended in accordance with this contract. Monthly status reports will break-out costs, including the exact exam voucher costs and material handling fees, if applicable.

2.7 7 The contractor shall coordinate with credentialing agencies to purchase credentialing exams at best price to the Government.

2.8 The contractor shall coordinate, provide support, and resolve issues identified by the Navy's or Marine Corps' Credentials Program Office staff, to include: resolving exam funding issues between the Sailor and the credentialing agency, forward applications for credentialing exams along with credentialing payment, seeking reimbursement for returned exam vouchers, and any other necessary actions that involve exam funding.

3.1 PERIOD OF PERFORMANCE (POP)

3.2 The POP for this PWS will be as identified elsewhere in this document.

4.1 LOCATION OF PERFORMANCE

4.2 The contractor shall perform the tasks of this PWS at: Center for Information Dominance, Corry Station, Pensacola, Florida 32511. Building 502 room 104E.

5.1 HOURS OF OPERATION

5.2 Normal working hours are from 0700-1600 Central Time, Monday through Friday. 1 Hour staggered lunch breaks. No weekend or Holiday work.

6.1 GOVERNMENT FURNISHED EQUIPMENT/MATERIAL

6.2 The government will provide all material, data, and other items required by the contractor to provide certification vouchers as required by this PWS.

7.1 HANDLING OF GOVERNMENT INFORMATION/MATERIAL

7.2 The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures in the performance of this contract.

7.3 The contractor shall not disclose procurement sensitive information, computer data, privacy data, and Government personnel work products that are obtained or generated in the performance of this task order.

7.4 The contractor shall safeguard the items listed in section 7.2 and the government computer system.

7.5 PRIVACY ACT COMPLIANCE

7.5.1 The Privacy Act clauses set for in Section I apply. The contractor shall ensure that employees assigned to this effort understand and adhere to the Privacy Act of 1974. The contractor shall identify and safeguard reports and data accordingly. The contractor shall follow Department of Navy policy and procedures detailed in SECNAVINST 5211.5D. The contractor shall ensure that contractor employees assigned to the contract are briefed trained annually on properly identifying and handling Privacy Act data and information. This training is available online at http://privacy.navy.mil/.

7.5.2 The contractor shall furnish documentation evidencing completion of such training to the Government up on request.

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<u>Purpose</u>: 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.

1. <u>Critical performance processes and requirements</u>. Critical to the performance of this conract is the timely, accurate and thorough completion of all contract/task order requirements.

2. <u>Performance Standards</u>

a. <u>Schedule</u> - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

b. <u>Deliverables</u> – The deliverables required to be submitted will be assessed against the specifications for the 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.

d. <u>Past Performance</u> - 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 and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

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

4. <u>Performance Measurement</u>: Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality Control Plan (If required by the	QC activities, inspections, and corrective actions completed as	Inspection by the COR	Quarterly for overall QC activities; As Required for corrective	100% Compliance with the contractor plan.
contract)	required by the plan.		actions.	
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

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Incentives/Disincentives:

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 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.

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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

Services will be inspected and accepted at destination by the Task Order Manager (TOM). The TOM is the Contracting Officer's Representative (COR).

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/1/2016 - 9/30/2016
9000	9/1/2016 - 9/30/2016
9001	9/1/2016 - 9/30/2016

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following items are:

8000/9001/9000	1-Sep-2016 to 30-Sep-2016
8100/9101/9100	1-Oct-2016 to 30-Sep-2017
8200/9201/9200	1-Oct-2017 to 30-Sep-2018
8300/9301/9300	1-Oct-2018 to 30-Sep-2019
8400/9401/9400	1-Oct-2019 to 30-Sep-2020
8500/9501/9500	1-Oct-2020 to 31-Aug-2021

DURATION OF CONTRACT PERIOD (FISC DET PHILA) (SEP 2000)

The performance period shall begin on 1 September 2016, or date of award, whichever is later, and continue in effect during the period ending 30 September 2016 unless extended through exercise of an option, or terminated in accordance with other provisions herein. Additionally, the Government may reduce the basic performance period to reflect any delay in the actual contract award date at the unit prices specified in the "Schedule of Supplies/Services" without further discussions.

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SECTION G CONTRACT ADMINISTRATION DATA

COMMUNICATIONS

(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 communicates 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 the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Kenneth Bullock NAVSUP Fleet Logistics Center Norfolk, Philadelphia Office 700 Robbins Ave., Bldg. 2B Philadelphia, PA. 19111 <u>kenneth.bullock@navy.mil</u> (215) 697-9640

The Contract Specialist is:

Ian Horwitz NAVSUP Fleet Logistics Center Norfolk, Philadelphia Office 700 Robbins Ave., Bldg. 2B Philadelphia, PA 19111 <u>ian.horwitz@navy.mil</u> 215-697-5149

The Contracting Officer Representative is:

David E Walker, CID N43 640 Roberts Ave Pensacola, FL 32511 david.e.walker@navy.mil 850-452-6171

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

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

(2) Be registered to use WAWF at <u>https://wawf.eb.mil/</u> 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 <u>https://wawf.eb.mil/</u>

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

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

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

2-in-1.

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

Pensacola, FL.

(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.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	N63082
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N63082
Service Acceptor (DoDAAC)	N63082
Accept at Other DoDAAC	N/A
LPO DoDAAC	N63082 (Navy CLINs)
	M00084 (Marine CLINs)
DCAA Auditor DoDAAC	N/A

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Other DoDAAC(s)

N/A

(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.

david.e.walker@navy.mil

(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.

Not applicable.

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

(End of clause)

Accounting Data

SLINID PR Number	Amount
800001 LLA : AA 1761804 22M8 251 63082 0 068566 2D CRN704 Cost code: 630826TBCV1Q	
800002 LLA : AB 1761106 BSS1 251 00027 067443 2D M00084 6RC00203MFBS	
900101 LLA : AA 1761804 22M8 251 63082 0 068566 2D CRN704 Cost code: 630826TBCV1Q	250000.00
900102 LLA : AB 1761106 BSS1 251 00027 067443 2D M00084 Cost Code: 6RC00203MFBS	20000.00
BASE Funding 317318.90 Cumulative Funding 317318.90	

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SECTION H SPECIAL CONTRACT REQUIREMENTS

LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (FISC DET PHILA) (OCT1992)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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SECTION I CONTRACT CLAUSES

Note: All clauses of Section I of the basic contract apply to this task order (unless otherwise specified) as do the following clauses (by full text and by reference (REF)). Where applicable, "contract" shall refer to this task order, and "Task Order Manager" shall mean "Contracting Officer's Representative."

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 15 days prior to the end of the then-current performance period. Any preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

Manpower Reporting

Pursuant to NMCARS 5237.102 (90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA), the Contractor shall report ALL Contractor labor hours (including subcontractor labor hours required for performance of services provided under this contract for the "NAVSUP" via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <u>https://doncmra.nmci.navy.mil</u>. 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 <u>https://doncmra.nmci.navy.mil</u>.

Appointment of Contracting Officer's Representative (Oct 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

David E. Walker Center for Information Dominance N43 COR (850) 452-6171, DSN 459 David.e.walker@navy.mil

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

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

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, 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. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

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52.224-1 Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

52.224-2 Privacy Act (Apr 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

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

Medical Examinations Immunization Passports, visas, etc. Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding

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authorization from the Commanding Officer of the vessel prior to boarding.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the

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awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-00003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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 prohibition in paragraph (a) of this provision 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.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-00003)(OCT 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 contactors 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) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) 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.

INHERENTLY GOVERNMENTAL ACTIVITIES OR FUNCTIONS.

FAR 7.300 Contractor versus government performance.

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FAR 7.503 (provides a list of examples of functions considered to be inherently governmental and those not to be considered inherently governmental.

SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

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. 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 DOD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devises must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DOD/DON instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. 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 Navy Command'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.

Non-Sensitive Positions

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 US (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 Federal Bureau of Investigation (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
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. 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.

Sensitive Positions

Contractor employee whose duties require accessing a DOD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DOD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination access of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete: • SF-85P Questionnaire for Public Trust Positions

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- Two FD-258 Applicant Fingerprint Cards
- 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. To maintain continuing authorization for an employee to access a DOD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

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 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. 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.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. 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 Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-551 0.30 for each employee deSignated on a VAR. The VAR requires annual renewal for the duration of the employee's performance 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 position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately. The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998). This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon

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request the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses: <u>http://farsite.hill.af.mil/</u>.

FAR 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 addresses: http://farsite.hill.af.mil/

FAR 52.219-6 Notice of Total Small Business Set Aside (Nov 2011).

FAR 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013).

FAR 52.219-14 Limitations on Subcontracting (NOV 2011).

FAR 52.243-1 Changes - Fixed Price (Aug 1987)

FAR 52.249-2 Termination for the Convenience of the Government (Fixed Price) (APR 2012)

FAR 52.249-4 Termination for Convenience of the Government (Services) (APR 1984)

FAR 52.249-8 Default (Fixed Price Supply and Service) (APR 1984).

FAR 52.233-2 Service of Protest (SEP 2006)

FAR 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

DFARS 252-215-7008 Only One Offer (OCT 2013)

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7005 Representation Relating To Compensation Of Former DoD Officials (Nov 2011)

DFARS 252.209-7992 Disclosure Of Ownership Or Control By The Government Of A Country That Is A State Sponsor Of Terrorism (DEC 2014)

DFARS 252.209-7002 Disclosure Of Ownership Or Control By A Foreign Government (Jun 2010)

DFARS 252.222-7007 Representation Regarding Combatting Trafficking In Persons (JAN 2015)

FAR 52.239-1 Privacy or Security Safeguards (Aug 1996)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

DFARS 252.204-7000 Disclosure of Information (AUG 2013)

DFARS 252.204-7003 Control of Government Personnel Work Product (APR 1992)

DFARS 252.204-7012 Safeguarding Covered Defense Information And Cyber Incident Reporting (SEP 2015)

DFARS 252.204-7008 Compliance With Safeguarding Covered Defense Information Controls (DEVIATION 2016-00001)(OCT 2015)

FAR 52.237-3 Continuity of Services (JAN 1991).

FAR 52.204-9, Personal Identity Verification of Contractor Personnel (JAN 2011)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008).

FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984).

FAR 52.245-1 Government Property (APR 2012)

FAR 52.245-9 Use and Charges (APR 2012) (for GFE).

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government Furnished Property (APR 2012).

DFARS 252.245-7002 Reporting Loss of Government Property (APR 2012).

DFARS 252.245-7003 Contractor Property Management System Administration (APR 2012)

DFARS 252.245.7004 Reporting, Reutilization and Disposal (MAY 2013)

DFARS 252.227-7013 Rights in Technical Data—Non-commercialitems (FEB 2014)

DFARS 252.227-7014 Rights in noncommercial computer software and noncommercial computer software documentation. (FEB 2014)

DFARS 252.227-7015 Technical Data – Commercial Items (FEB 2014) DFARS 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) DFARS 252.227-7019 Validation of Asserted Restrictions – Computer Software (SEP 2011)

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (MAY 2013)

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DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013) DFARS 252.239-7009 Representation of Use of Cloud Computing (AUG 2015) DFARS 252.239-7010 CLOUD COMPUTING SERVICES (AUG 2015)

DFARS 252.204-7008 Compliance With Safeguarding Covered Defense Information Controls (Deviation 2016-00001)(Oct 2015)

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

CLIN 9000 is incrementally funded and the amount currently available for payment hereunder is limited to \$0.00 inclusive of fee.

CLIN 9001 is incrementally funded and the amount currently available for payment hereunder is limited to \$270,000 inclusive of fee.

Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this task order, no legal liability on the part of the Government for payment in excess of \$317,318.90 shall arise unless additional funds are made available and are incorporated as a modification to this task order.

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SECTION J LIST OF ATTACHMENTS

QASP Credentials

QASP Vouchers

Contract Administration Plan

Past Performance Information Sheet (Fill out up to 3)

Technical Submission Questionnaire