

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 29-Sep-2017	4. REQUISITION/PURCHASE REQ. NO. 1300674441	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S4201A

NAVSUP FLC Norfolk, Detachment Philadelphia  
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New Cumberland PA 17070-5012

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Target Media Mid Atlantic Inc. dba Target Systems 700 Bent Creek Blvd Mechanicsburg PA 17050-1875	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7957 / N0018917F3040 10B. DATED (SEE ITEM 13) 20-Sep-2017
CAGE CODE      0Y0G9      FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	Kenneth Bullock, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>/s/Kenneth Bullock</u>	29-Sep-2017
		(Signature of Contracting Officer)	

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## GENERAL INFORMATION

The purpose of this modification is to correct the funding document number and the line of accounting. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

8000 :

From: AA 1781804 9U3H 251 00023 0 050120 2D 000000 0000000000000

To: AA 1781804 9U3N 251 00023 0 050120 2D 000000 0000000000000

9000 :

From: AA 1781804 9U3H 251 00023 0 050120 2D 000000 0000000000000

To: AA 1781804 9U3N 251 00023 0 050120 2D 000000 0000000000000

9010 :

From: AA 1781804 9U3H 251 00023 0 050120 2D 000000 0000000000000

To: AA 1781804 9U3N 251 00023 0 050120 2D 000000 0000000000000

The total amount of funds obligated to the task is hereby increased from \$645,726.89 by \$0.00 to \$645,726.89.

The total value of the order is hereby increased from \$645,726.89 by \$0.00 to \$645,726.89.

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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	R499	CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (O&MN,N)	12.0	MO	\$47,851.92	\$574,223.04
8100	R499	CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (O&MN,N) Option	12.0	MO	\$48,808.96	\$585,707.52
8200	R499	CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (O&MN,N) Option	12.0	MO	\$49,785.14	\$597,421.68
8300	R499	CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (O&MN,N) Option	12.0	MO	\$50,780.84	\$609,370.08
8400	R499	CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (O&MN,N) Option	12.0	MO	\$51,796.46	\$621,557.52

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	TRAVEL IN SUPPORT OF CLIN 8000 - NOT-TO-EXCEED BASIS (O&MN,N)	1.0	LO	\$12,900.67
9010	R499	OTHER DIRECT COSTS (ODCs) IN SUPPORT OF CLIN 8000 - NOT-TO-EXCEED BASIS (O&MN,N)	1.0	LO	\$58,603.18
9100	R499	TRAVEL IN SUPPORT OF CLIN 8100 - NOT-TO-EXCEED BASIS (O&MN,N) Option	1.0	LO	\$13,158.86
9110	R499	OTHER DIRECT COSTS (ODCs) IN SUPPORT OF CLIN 8100 - NOT-TO-EXCEED BASIS (O&MN,N) (O&MN,N) Option	1.0	LO	\$59,774.29
9200	R499	TRAVEL IN SUPPORT OF CLIN 8200 - NOT-TO-EXCEED BASIS (O&MN,N) Option	1.0	LO	\$13,421.41
9210	R499	OTHER DIRECT COSTS (ODCs) IN SUPPORT OF CLIN 8200 - NOT-TO-EXCEED BASIS (O&MN,N) (O&MN,N) Option	1.0	LO	\$60,863.69
9300	R499	TRAVEL IN SUPPORT OF CLIN 8300 - NOT-TO-EXCEED BASIS (O&MN,N) Option	1.0	LO	\$13,690.49

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9310	R499	OTHER DIRECT COSTS (ODCs) IN SUPPORT OF CLIN 8300 - NOT-TO-EXCEED BASIS (O&MN,N) (O&MN,N)  Option	1.0	LO	\$62,189.49
9400	R499	TRAVEL IN SUPPORT OF CLIN 8400 - NOT-TO-EXCEED BASIS (O&MN,N)  Option	1.0	LO	\$13,968.29
9410	R499	OTHER DIRECT COSTS (ODCs) IN SUPPORT OF CLIN 8400 - NOT-TO-EXCEED BASIS (O&MN,N) (O&MN,N)  Option	1.0	LO	\$63,476.07

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Financial Card Management Support

#### Contractor Support Services (CSS)

##### 1.0 Introduction:

The establishment of Department of the Navy Consolidated Card Program Management Division (DON

CCPMD) was necessary to centralize operational control of various Navy Financial Charge Card Programs. These programs include the Purchase Card Program, the Navy Charge Individually Billed and Centrally Billed Travel Card Program, the Fleet Card Program, the Ships' bunkers' Easy Acquisition (SEA) Card Program and the Aviation Into-plane Reimbursement (AIR) Card Program. Centralizing and consolidating these programs in one office has provided a consistent and integrated management approach, ensuring a single voice to our Navy and Marine Corps customers and business partners, delivering goods and services more efficiently, and facilitating the evolution of technological solutions.

The DON Purchase card program includes approximately 10,000 cardholders, 5,000 approving officials, and 1,000 agency program coordinators over 20 major claimants. There are approximately 1.2 million annual transactions resulting in approximately \$1.1 billion in annual charges. The Navy travel card Individually Billed Accounts (IBA) Program includes approximately 320,000 cardholders, 12,000 agency program coordinator (APC) hierarchies, an estimated 4,118 APCs over 19 major claimants. The annual charge spend is approximately \$760 million. The DON Fleet, SEA and AIR card programs are smaller in terms of transaction and charge volume than the purchase and travel programs, but support fleet requirements DON wide. The Fleet Card annual transaction volume for FY16 was approximately 180,000 resulting in an approximate expenditure of \$15.5 million. The AIR card program annual transaction volume for FY16 was approximately 88,000 resulting in an approximate expenditure of \$200 million.

As Program Manager for DON financial cards, CCPMD manages all card programs with responsibilities falling into four main categories: component program management, operations (day-to-day), guidance & training and continuous improvement. Component program management includes such items as program oversight, audits, metrics, and bank interface. Operations include items such as customer support, fraud and delinquency management. Guidance and training includes such items as development and distribution of computer based training materials, video based training materials, development, update and distribution of desk guides, and conducting customer training sessions. Continuous improvement includes items such as identification, development and implementation of innovative solutions used in commercial financial card programs that have application in DON. CCPMD coordinates extensively with DON customers and serves as the Department's advocate for improved support from private sector financial institutions.

The specific outcome of this program is to maintain Government interests for centralized card management and apply innovative techniques that support, maintain, and improve the card program Navy-wide.

##### 2.0 Background:

The Department of the Navy (DON) Consolidated Card Program Management Division (CCPMD) is responsible for

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management and oversight of DON financial card programs. One facet of this organization is the centralization and operation of all DON card programs. DON card programs include Purchase card, Travel card, Fleet card, AIR card, and SEA card. Citibank provides the DON Travel cards, Fleet cards and Purchase cards. Multi Service Corporation provides the DON AIR and SEA cards. DON CCPMD card management responsibilities include Program Management, Daily Operations, Guidance & Training, and Continuous Improvement (integrating best practices and innovation throughout DON card programs).

### **3.0 Scope:**

The purpose of this PWS is to obtain contractor support services to provide the support required by the DON CCPMD for effective and efficient operation of all programs assigned to the office.

### **4.0 Directives:**

SECNAVINST 4605.21 Department of the Navy (DON) Government Travel Charge Card Program

NAVSUPINST 4200.98A Department of the Navy (DON) Policies and Procedures for the Operation and Management of the Fleet Card Program

NAVSUPINST 4200.85D Department of the Navy (DON) Simplified Acquisition Procedures.

NAVSUPINST 4200.97 Navy Policies and Procedures for the Operation and Management of the Aviation Into-Plane Reimbursement (AIR) Card Program

NAVSUPINST 4200.99B Department of the Navy (DON) Policies and Procedures for the Operation and Management of the Government-wide Commercial Purchase Card Program (GCPC)

NAVSUPINST 4650.7 Navy Policies and Operation and Management of the Government Travel Charge Card

DoD 7000.14-R, Volume 5, Chapter 33 "Certifying Officers, Departmental Accountable Officials, and Review Officials"

DoD 7000.14-R, Volume 9, Chapter 3 "Department of Defense Government Travel Charge Card (GTCC)"

### **5.0 Requirements/Tasks:**

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The contractor shall be obligated contractually to perform every requirement in this performance work statement. Not every performance requirement has a related standard expressed in this document. In such cases the performance standard is either inherent in the requirement or performance is to be in accordance with standard commercial practice.

However, in the performance of these requirements, the contractor will acquire the computer equipment and software from the Navy's NMCI Direct Funded Contractor (DFC) Customer Ordering System (COS) <http://homeportweb.com/dfc> to ensure all information technology standards for compatibility and security technological requirements are met and adhered to.

Further, the work requirements of this contract are under the purview of the policies and procedures of the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and OMB Circular No. A-130, December 12, 1985, to Government contracts and cites the freedom of Information Act (5 U.S.C. 552, as amended.) per the Federal Acquisition Regulations (FAR) "Subpart 24.1— Protection of Individual Privacy;" subpart "24.102 General", paragraph "(b) An agency officer or employee may be criminally liable for violations of the Act. When the contract provides for operation of a system of records on individuals, contractors and their employees are considered employees of the agency for purposes of the criminal penalties of the Act."

Additionally, per the same act FAR subpart "24.014 Contract clause" applies clauses 52.224-1, Privacy Act Notification" and clause 52.224-2 Privacy Act."

#### 52.224-1 Privacy Act Notification

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.

#### 52.224-2 Privacy Act

#### 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.

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(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 paragraph (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.

Also, FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) applies:

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

The government does not have an expectation that PII information will be stored at the off-site facility. However, at



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times it may be necessary for the contractors to access and use PII information (either via customer communication by phone or email, or banking system) in order to perform their task. Such information may include full names, addresses, phone numbers, email address and Navy Charge Card account numbers, user names, accounting information and verification information used by bank to verify identity of Department of Navy (DON) personnel that call the bank help desk. Besides the aforementioned FAR clauses, the following is the most current listing of DON policy references concerning these matters:

Policy References:

DON Privacy Program: SECNAVINST 5211.5 (Series) and as follows:

SSN Reduction: DON CIO Washington DC 192101Z JUL 10 and

DON CIO Washington DC 171625Z FEB 12

E-mail: DON CIO WASHINGTON DC 032009Z OCT 08 and

SECNAVINST 5211.5 (series))

FAXing: DON CIO WASHINGTON DC 081745Z NOV 12

Scanning: DON CIO WASHINGTON DC 171625Z Feb 12 and

DON CIO WASHINGTON DC 081745Z NOV 12

Electronic Storage Media: DON CIO WASHINGTON DC 281759Z AUG 12

Network Shared Drives: DON CIO 201839Z NOV 08

Training and Compliance: ALNAV 07/07 and

DON CIO WASHINGTON DC 181905Z DEC 08

DON Breach Reporting: DON CIO 291652Z FEB 08

SECNAV M-5510.36

DoD M 5200.01-V4

**5.1 Consolidated Card Program Management Support – Customer Service.** The contractor shall provide Customer Service Support expertise to the various Card Programs, to include DON Purchase Card, Navy Travel Card (both IBA and CBA), DON Fleet Card, DON AIR Card, and DON SEA Program and perform the following Customer Service Tasks:

**5.1.1 Subtask 1:** Respond to questions received by email or phone.

**5.1.2 Subtask 2:** Prepare training material, such as presentations and content for on-line training for appropriate Team Lead review and approval. Material will be reviewed annually and updated for policy changes.

**5.1.3 Subtask 3:** Conduct on-site or off-site Card training no more than once a quarterly. Training preparation may include coordination of training facilities at requested sites.

**5.1.4 Subtask 4:** Assist with preparing or reviewing Card content for posting to the CCPMD website, such as desk guides, Frequently Asked Questions, online training and tests, bank guidance, and account reconciliation help.

**5.1.5 Subtask 5:** Prepare emails and correspondence for Team Lead dissemination.

**5.1.6 Subtask 6:** Provide customer support through phone, fax and email requests to modify account profiles, limits, card cancellations/creations, and new account set-up on a daily basis.

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**5.1.7 Subtask 7:** Maintain Card hierarchy structure and portal content weekly. Work closely with A/OPCs located within the major Naval Commands throughout the DON to ensure portal content is valid and current at all times.

**5.1.8 Subtask 8:** Provide general guidance and policy information on the usage of the Charge Cards to users using various methods of communication on an as-needed basis.

**5.1.9 Subtask 9:** Receive and approve/disapprove requests for credit line increase and activation/deactivation requests daily. Assist with other cardholder or A/OPC issues as they arise.

**5.1.10 Subtask 10:** Provide support for content stored on the DON CCPMD website by recommendation of additions, modifications, or deletion of content when necessary and review DON CCPMD website content for outdated information monthly.

**5.2 Consolidated Card Program Management Support – Operational Support.** The contractor shall provide Card Operational Support expertise to the various Card Programs, to include DON Purchase Card, Navy Travel Card (both IBA and CBA), DON Fleet Card, DON AIR Card, and DON SEA Program and perform the following Operational Tasks:

**5.2.1 Subtask 1:** Monitor program payment performance metrics and investigate below standard performance to determine reason for late payment and preventative or corrective action as needed

**5.2.2 Subtask 2:** Monitor the bank's performance providing purchase card service to the DON and the bank's responsiveness resolving problems with purchase card service. Notify Team Lead of concerns pertaining to the bank's purchase card service on a monthly basis.

**5.2.3 Subtask 3:** Review bank system data and identify any system anomalies like inconsistent data and incorrect posting of payments or charges. Coordinate update of accounting information in the bank system at the end of fiscal year and assist the appropriate Card Team Lead with changes to the Bank's/Card Provider's Electronic Access System (EAS).

**5.2.4 Subtask 4:** Assist with preparing Card program management and financial management reports from the bank electronic access system and analyze results against established internal controls to determine program health, identify risks that need mitigation and recommend actions to mitigate risks.

**5.2.5 Subtask 5:** Interface with other Government offices to resolve card system interface problems or operational problems.

**5.2.6 Subtask 6:** Provide written assessment of audit findings, methodology, and recommendation.

Make recommendation for corrective action and/or program improvement.

**5.2.7 Subtask 7:** Participate in CCPMD meetings weekly.

**5.2.8 Subtask 8:** Perform program management tasks. Program management tasks may include preparing issue papers, coordinating and conducting program reviews or meetings, creating new program procedures, drafting program communications, and program update briefings.

**5.2.9 Subtask 9:** Monthly review, analyze and distribute periodic reports, memos, policies, procedures, and guidance.

**5.2.10 Subtask 10:** Provide support for the annual Card Program Management Reviews (PMRs) annually.

**5.2.11 Subtask 11:** Assist with the development of new or revised metrics annually.

**5.2.12 Subtask 12:** Maintain access to DOD systems (FES, WAWF, STARS, SABRS, iRAPT, and MY INVOICE) to assist with financial and transactional situations on a daily basis.

**5.2.13 Subtask 13:** Assist with delinquency management to include invoice reconciliation. This will involve interaction with the Major Command or activity level, the Comptroller shops, and DFAS.

**5.3 Training Development and Support:** The contractor shall provide the support required by the Government

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Project/Program support Team Lead for effective and efficient operation of the Training Customer Support and Content Development for our multiple on line training formats. One such format is our Knowledge Nuggets, which are short multimedia, online learning tools which are currently being created and maintained using Adobe Captive 4 software. Each nugget presents a three to six minute topic relevant to one of the card programs. The nuggets are created from content provided by card program teams using PowerPoint as the initial design tool. Each nugget is then narrated, animated and published using Adobe Captive 4 to produce the final Flash file format ready for web posting. The contractor shall perform the following Training Support Development tasks:

**5.3.1 Subtask 1:** Develop instructor guides, student materials, desk guides, and training tests for

APC's, cardholders, Approving Officials, and Commanding Officers for each functional card program on a yearly basis.

**5.3.2 Subtask 2:** Develop training strategy for each functional card program, including a POA&M.

**5.3.3 Subtask 3:** Conduct research on best practices on training design and delivery methods to provide the office with the best solutions to meet the customers' training needs.

**5.3.4 Subtask 4:** Evaluate current training materials, new material provided by the card teams, and methods of delivery used on an annual basis.

**5.3.5 Subtask 5:** Support applicable pilots, business process redesign and automation efforts.

**5.3.6 Subtask 6:** Review and compose updates and revisions to training documentation and materials.

**5.3.7 Subtask 7:** Maintain, monitor, and update training database/applications on a weekly basis.

**5.3.8 Subtask 8:** Provide training support daily which includes fielding online training helpdesk phone calls and emails, providing users with assistance in completing their online training; which can include providing direction or links to access the training, providing forgotten login information, assisting in the creation of new accounts, providing direction on how to obtain training completion certificate, sending certificates and answering general questions regarding the registration and training process, and notifying web support when site is down or not functioning properly.

**5.3.9 Subtask 9:** Assist card teams in developing topics for nuggets.

**5.3.10 Subtask 10:** Create nugget visuals from content provided by card teams, including narration and animation.

**5.3.11 Subtask 11:** Publish nuggets in Flash file format for web posting.

**5.3.12 Subtask 12:** Coordinate nugget review with card teams.

**5.4 Program/Project Management** The Contractor shall provide the personnel management

support required by the Government Project/Program Support Team Lead for Contractor Management. The contractor shall perform the following Contractor Management tasks:

**5.4.1 Subtask 1:** Liaison between the Government Contracting Officer's Representative (COR) and contractor support company on a daily basis.

**5.4.2 Subtask 2:** Manage and provide guidance to employees, ensure compliance with company and Government requirements and quality standards on a daily basis.

**5.4.3 Subtask 3:** Coordinate hiring and training new and existing contractor employees, documentation, problem solving, and goal management for production objectives, while managing the day-to-day operations of collateral duty responsibilities.

**5.4.4 Subtask 4:** Oversee and ensure the centralized management for DON financial card programs on a daily basis.

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## 6.0 Place of Performance:

All work will be performed at the contractor's site. Contractor will be granted access to government facility for occasional on-site meetings. All equipment shall be furnished by the contractor and will be NMCI compliant. Customer support provided within this PWS is Monday through Friday, 52 weeks per year, 0800 – 1630. It is the expectation of the Government that the contractors may need to be physically present for meetings and work coordination/collaboration at the Government facility at NSA Mechanicsburg PA as often as once per week and as infrequent as once per month.

## 7.0 Personnel Requirements (Estimated Level of Effort):

The scale and proportion of effort expected of the Contractor to accomplish the tasks under this requirement. A pace that meets current Government requirements is as follows:

Labor Category:	FTE ***	Number of Hours:	Location:
Project Manager	0.5	960	Contractor's Site
Consultant 3	2.0	3,840	Contractor's Site
Senior Planning/Implem Support Staff 1	2.0	3,840	Contractor's Site

\*\*\* Resources are expressed as Full Time Equivalent (FTE) requirements, which are expected to be satisfied with one full-time team member, per FTE, assigned to the overall task. An FTE for the purposes of this requirement equates to 1920 direct productive labor hours per year. The FTEs expressed above should not be construed as absolute values per labor category, but rather an estimate as to what the Government expects in terms of contractor support.

## 8.0 Transition Plan:

### 8.1 Incoming Contractor personnel:

The orientation/phase-in/turnover period shall commence 30 days prior to the Contractor assuming operational/maintenance responsibilities. During the orientation/phase-in/turnover period, the incoming contractor is responsible for making all necessary preparations for full performance, including obtaining entry clearances, NMCI connections, background checks, security and/or Information Assurance briefings, etc. All necessary credentials for employees to enter the facilities will be coordinated with the Technical Director, BCO Manager, and the Command Security Manager for the issuance of official identification cards. Personal IDs including valid passports and drivers licenses will be maintained at the responsibility of the Incoming Contractor.

The phase-in period allows Contractor personnel to familiarize themselves with equipment configuration, receive on-the-job familiarization training in standard procedures for performing tasks described in the PWS.

All orientation/phase-in/turnover period activity will be conducted in such a manner as to not interfere with, disrupt, or hinder the incumbent personnel in the performance of their assigned functions. Orientation/phase-in/turnover

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period shall include, but not be limited to the following:

Incoming contractor personnel shall shadow, observe, and assist the operation and maintenance activities of the incumbent contractor to gain experience and familiarization with tasks to be performed to discharge their assigned responsibilities.

- Establish a management climate by formulating and implementing appropriate internal policies or procedures designed to assign schedules and tasks appropriate to the designated positions; determine logistics procedures and emergency conditions, establish records; integrate personnel; familiarize with operating and reporting procedures.
  
- Establish company operations and interaction/communication with Government personnel.

### **8.1.1 Contractor/Contractor's Company Shall:**

Two weeks prior to start date:

- Submit a Visit Authorization Request (VAR) to Security Manager. Visit request should include company name, contractor name and social security number; as well as request for CAC, vehicle decals, door and building access and NMCI account.

Prior to or within first week:

- A SF85P and 2 sets of fingerprint cards must be submitted to Personnel Security Manager.
- Complete DoD Information Assurance Class, print certificate, sign and submit to Information Assurance Officer. An additional copy should be made and kept for your future use.

On or immediately after arrival:

- Coordinate with COR to verify proper background investigation has been performed and sign-off.
- Request Door Access card through COR to security officer.

Upon notification of SF85P investigation completion:

Once SF85P has been vetted and candidate is cleared, complete SAAR Form DD2875, section 1 and initial block 27, submit through contractor task lead to COR for share drive, and email access.

- Upon notification, schedule an appointment. through Contractor Verification System (CVS) to receive your CAC card and obtain your official DON email address from security officer prior to appointment so it can be registered on your CAC. VAR should already be on record with front gate security. Take contractor registration checklist along and two forms of government issued ID (either State or Federal) to CAC issuance appointment.
- Once CAC is received, contact the NMCI Helpdesk to register as a new user. Register PKI Certificate using the PKI website. You must have your contract number. (The contract # can be found on your visit request.
- Submit contractor registration checklist to Admin so that contractor can be added from distribution list

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## 8.2 Outgoing Contractor personnel:

An orderly transition of duties and responsibilities from the outgoing contractor to the incoming Contractor shall consist of a turnover inspection of GFE/GFM, site orientation to include maintenance history reviews, Navy job related process orientation and other related documentation, and job site familiarization and documentation.

Outgoing Contractor personnel shall allow the Incoming Contractor to shadow, observe, and assist the operation and maintenance activities of the incumbent contractor to gain experience and familiarization with required tasks to discharge their assigned responsibilities.

Perform proper checkout procedures prior to the Outgoing Contractor personnel departing.

**8.3 Turnover Activities:** Turnover activities shall include, but not be limited to: identification of equipment; observation and demonstration of equipment/plant property performance and Trouble Call System procedures.

## 9.0 Reports/Deliverables

The contractor shall provide the following report:

- Monthly status reports, which, shall be submitted by the 15th of each month, and include the following: Contract number, programs supported, tasks performed, any issues encountered during the reporting period and the resolution and travel. Travel portion of report to include traveler(s), associated costs, location, dates, purpose of trip, and results.

Report format and content shall be agreed upon during the first two submissions.

Monthly Reports shall be submitted via email to the COR.

## 10.0 Travel

It is estimated that 3 or more trips may be required in performance of the tasks identified above.

Additionally, travel to attend special training meetings or conferences may be required on an occasional basis as determined by the respective Government team lead or government designated representative. The contractor shall include all trip reports in the Monthly Status Report for all travel performed and meetings attended during the reporting period. Travel shall be reimbursed in accordance with the not to exceed per diem rates found in the Joint Travel Regulations (JTR). The contractor shall ensure travel is pre-approved in writing by the COR prior to the actual travel to receive reimbursable travel expenses.

Anticipated travel is as follows: An estimated 3-4 trips/2-3 days in length/per year for one person, to one or more of the following locations; Washington, D.C., San Diego, CA, Jacksonville, FL, and Norfolk, VA.

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## 11.0 Security Clearance and Identification Requirements:

- a. Security Clearance: No special clearance required.
- b. Common Access Card (CAC).

The CAC is a multi-functional “smart” card. It is the official DoD identification card for military, civil service and contractor personnel. It is also the DoD Geneva Convention for all military, civil service and contractors accompanying military personnel in hostile areas. It is used to grant access to DoD installations and some buildings. It is also used to access DoD networks and secure web sites. The employee assigned will contact the TPOC indicated in this contract who will connect the employee with the Trusted Agent (TA). The employee will submit an application to the TA, who will review the application, verify, reject and/or approve. If rejected, the system notifies the Contractor and records the rejection. If approved, the system will update DEERS\* with the contractor information and direct the Contractor, by e-mail, to proceed to a military facility/installation that has a RAPIDS\* workstation for CAC issuance.

Contractor personnel shall be required to wear a contractor identification badge and a government supplied badge and/or common access card (CAC) at all times while on government property. The contractor shall take appropriate precautions to prevent security violations, ensure possible compromises are reported in a timely manner, and promote a high level of security awareness among personnel assigned to this Contract.

Prior to being granted a Common Access Card (CAC) and effective immediately, all contractors, sub-contractors and their employees are required to complete the Department of Homeland Security Employment Eligibility Verification (DHS Form I-9). Information concerning the DHS Form I-9 can be found at the following WEB site;

<http://www.uscis.gov/graphics/formsfee/forms/i-9.htm>.

- c. Privacy Act:

- 1) Work on this requirement requires that personnel have access to privileged and/or Privacy Act information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and other applicable Department of Navy instructions governing information management. The contractor shall not disclose information from government-furnished data or information produced as a result of this contract without formal authority from the COR.

- 2) **FAR 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.

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### 3) 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 (The systems of records are as follows: DataBlaster, Certification Test System, Wright Express, Multi Service Corporation, Citi Bank, Intellilink, NMCI, and DTS); 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.

(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.

c) 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 devices; must



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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 workdays after contract award, the contractor shall provide to the Navy Command'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.

#### 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

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trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists 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

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 assignment to required task 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 is 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.

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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-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.

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 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 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.

d) FAR 52.222-54 Employment Eligibility Verification (Jan 2009)

A. Definitions.

As used in this clause--Commercially available off-the-shelf (COTS) item—

1. Means any item of supply that is--

(a) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(b) Sold in substantial quantities in the commercial marketplace; and

(c) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

2. Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c) (2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics.

Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(a) Normally performs support work, such as indirect or overhead functions; and

(b) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract, or a subcontract. It includes but is not limited to purchase orders, and

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changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

**B. Enrollment and verification requirements.**

1. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(a) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(b) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(c) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

2. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(a) All new employees.

(i) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(iii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

3. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b) (1) or (b) (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

4. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(a) Enrollment in the E-Verify program; or

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(b) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

5. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(b) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

C. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
2. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National

Industrial Security Program Operating Manual; or

3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

D. Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for--

1. Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that

COTS item); or

2. Construction;
3. Has a value of more than \$3,000; and
4. Includes work performed in the United States. (end of clause)

e) FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.

## 12.0 Performance Objective, Standards and Monitoring

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**12.1 Performance Objective:** Provide support that enhances CCPMD program goals, primary of which are to maintain Government interests for centralized card management and apply innovative techniques that support, maintain, and improve the charge card programs Navy-wide. The contractor shall be responsible for the planning and execution of tasks as required, and ensuring the processes are in place to provide the necessary support. All deliverables shall be free of spelling errors, grammatically correct, mathematically correct, correctly formatted, and fully coordinated with all stakeholders and must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft Word, Excel, Power Point, access, and other application programs, unless specifically identified otherwise.

**12.2 Performance Standard:** Timeliness/Delivery: Delivers products within deadlines identified by team lead. Accuracy: Free of spelling errors, grammatically correct, mathematically correct, correctly formatted, and fully coordinated with all stakeholders. The contractor shall provide deliverable and/or work product(s) which are factual, accurate, complete and in accordance with relevant DON and/or DOD standards and policy.

· Definition of successful delivery is delivery of CDRLs and accomplishment of milestones at least 95% of the time. Definitions of successful services are those that conform to the task descriptions provided in the PWS, especially in regards to the individual card program tasks. Responses to inquiries shall be 100% accurate and provided to the requesting team leads, government team counterparts, or customers within 24 hrs. of receipt of request, 95% of the time. Responses to data calls shall be 100% accurate and provided to the requesting team leads, government team counterparts, or customers within 48 hrs. of receipt of request, 95% of the time. Contractor shall have 100% participation in required meetings, teleconferences, and webinars. With respect to deliverable, there shall be an insignificant amount of rework required of the contractor with respect to error, grammar, format, stakeholder coordination, mathematical calculations, veracity, or completeness. Definition of successful cost control is performance of the tasks within the amount of funds allotted.

· Definition of unsuccessful delivery is delivery of the CDRLs and accomplishment on milestones less than 95% of the time. Unsuccessful services is define as those where responses to inquiries are less than 100% accurate and provided to team leads, government team counterparts, or customers in excess of 24 hrs. of receipt of request, less than 95% of the time; date call responses less than 100% accurate and provided to team leads, government team counterparts, or customers in excess of 48 hrs. of receipt of request, less than 95% of the time ; less that 100% participation in required meetings, teleconferences, and webinars; or that otherwise do not conform with the task description proved in the PWS. With respect to deliverables, unsuccessful performance is defined by the submission of deliverable, which requires significant rework by the contractor with respect to error, grammar, format, stakeholder coordination, , mathematical calculations, veracity, or completeness.

**12.3 Performance Monitoring:** The Task Order Manager (TOM) will measure the contractor's performance by assessing the quality of the services delivered by the contractor and providing feedback to the contractor as necessary for improvement. The TOM will determine whether the contractor has meet the standards outline in section 12.2 of the PWS. Additionally the TOM will review monthly invoices to monitor the contractor expenditures in comparison to the contractor proposed costs throughout the performance.

### **13.0 Other Considerations:**

a. Property of the Government.

All products, documentation, data files, and masters for products/reports, etc. developed to support this task are the property of the government and shall be turned over to the TOM upon request.

b. Issues and/or Problems.

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The contractor shall promptly notify the contracting officer (KO) and the TOM of significant issues or problems requiring a government response.

c. Working Environment.

The contractor shall perform all duties in a professional manner, as part of the client team that promotes a cooperative working environment. The contractor shall be responsible for establishing and maintaining a favorable relationship with end users and other customer team members to enhance the customer service reputation and quality within NAVSUP.

d. Use of Government facilities/equipment and/or information.

The Contractor and any employee or consultant of the Contractor is prohibited from using US. Government facilities, equipment and/or information for any purpose except as specifically described herein and related to this Contract. Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the Government, except to authorize Government personnel. The contractor shall not use, disclose, or reproduce proprietary data other than as required in the performance of this contract.

e. Invoicing: WAWF Inspection/Acceptance and Invoicing is Required

DFARS 252.232-7003

NAVY WAWF Assistance Line: 1-800-559-WAWF (9293) or 1-866-618-5988.

(a) Fleet Logistic Support Center (FLC) will utilize the Department of Defense (DoD) Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/ services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized DoD personnel to generate, capture, and process receipt and payment related to documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

f. Safeguarding Government Information:

(a) The Contractor hereby agrees that neither it nor any of its employees, agents or subcontractors shall disclose to any individual, company, or Government Representative\* any information relating to current or proposed acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this contract, unless so directed by the Contracting Officer. The Contractor agrees that it shall promptly notify the Contracting Officer of any attempt by an individual (including any Contractor personnel), company or Government Representative\* to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative\* seeking access to such information.

(b) The conditions set forth in this clause shall be in effect throughout the period of performance of the contract, any extension thereof, and for an additional three (3) years after completion of performance hereunder.

(c) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under the contract and under Federal law. Noncompliance with provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(d) The Contractor shall, within fifteen (15) days after receipt of tasking involving use of such information, provide, in writing, to the KO a certification that all the Contractor's employees, agents and subcontractors involved in the

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performance of this contract have been informed of the provisions of this clause. Furthermore, the prime Contractor agrees that requirements of this clause shall continue to "flow-down", such that the restriction on disclosing Government information shall apply to all subcontractors at every tier.

\*Government Representative is defined, as any Government employee, either military or civilian, not assigned to an agency for which the effort is being performed under this contract.

g. Contractor Employees Performing on Government Installations

(a) While performing on Government owned or managed sites and facilities, Contractor employees shall maintain a high degree of professionalism, observing proper standards of conduct and demeanor. Actions or statements, which could be construed as offensive due to sexual, racial, religious, or other content will not be tolerated and may result in a request that the Contractor permanently remove the employee from the site. Likewise, any instance of harassment of a Contractor employee by a Government representative should be reported to the Contracting Officer or other appropriate Government official so that immediate action may be taken.

(b) The Contractor shall perform all duties in a professional manner, as part of the team that promotes cooperative working environment. The Contractor shall be responsible for establishing and maintaining a favorable relationship with end users and other customer team members to enhance the customer service reputation and quality within NAVSUP.

h. Other Direct Costs (ODCs)

Other Direct Cost, other than travel, includes material, equipment, software and limited subcontracting for specialized services. The contractor may be required to obtain limited materials or incur limited expenses in performance under the contract. ODCs shall require prior approval by the Government TOM with notification to the KO. Any expenditure for ODC's without the approval of the Government TOM and the KO may not be reimbursed.



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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**

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical representatives shall prepare and sign a Certificate of Final Acceptance memorandum and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

\*\*\* All CLINs are Inspected and Accepted as follows:

- Inspect/Accept At - Destination
- Inspect/Accept By - Government

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	10/1/2017 - 9/30/2018
9000	10/1/2017 - 9/30/2018
9010	10/1/2017 - 9/30/2018

### CLIN - DELIVERIES OR PERFORMANCE

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

8000	10/1/2017 - 9/30/2018
9000	10/1/2017 - 9/30/2018
9010	10/1/2017 - 9/30/2018

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

8100	10/1/2018 - 9/30/2019
8200	10/1/2019 - 9/30/2020
8300	10/1/2020 - 9/30/2021
8400	10/1/2021 - 9/30/2022
9100	10/1/2018 - 9/30/2019
9110	10/1/2018 - 9/30/2019
9200	10/1/2019 - 9/30/2020
9210	10/1/2019 - 9/30/2020
9300	10/1/2020 - 9/30/2021
9310	10/1/2020 - 9/30/2021
9400	10/1/2021 - 9/30/2022
9410	10/1/2021 - 9/30/2022

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

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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:

Mr. Kenneth Bullock

NAVSUP Fleet Logistics Center Norfolk, Philadelphia Office

700 Robbins Avenue, Building 2B Philadelphia, PA. 19111-5083

Phone: 215-697-9640

### APPOINTMENT OF COR:

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992) (a)

The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s)

(COR) for this contract:

Thomas Heasley

NAVSUP

(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:

N/A

(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

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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.

\*\*\* FOR PURPOSES OF THIS REQUIREMENT, THE TERMS COR AND TASK ORDER MANAGER (TOM) ARE USED INTERCHANGEABLY.

POINTS OF CONTACT:

Task Order Manger

Thomas Heasley- 717-605-6369 - [thomas.heasley@navy.mil](mailto:thomas.heasley@navy.mil)

Contract Specialist

Karen Morris - 215-697-9612 - [Karen.morris@navy.mil](mailto:Karen.morris@navy.mil)

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

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at

<https://www.acquisition.gov>

; and

(2) Be registered to use WAWF at

<https://wawf.eb.mil/> following the step-by-step procedures for self-registration

available at this web site.

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

<https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data

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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).

COMBO

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in  
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 - S2404A

Inspect By DoDAAC - N00023

Ship To Code - N00023

Ship From Code - N/A

Mark For Code - N/A

Service Approver (DoDAAC) - N00023

Service Acceptor (DoDAAC) - N00023 - [Thomas.Heasley@navy.mil](mailto:Thomas.Heasley@navy.mil)

Accept at Other DoDAAC - N/A

LPO DoDAAC - N00023

DCAA Auditor DoDAAC - N/A

WAWF, as specified by the contracting officer.

(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  
[Thomas.Heasley@navy.mil](mailto:Thomas.Heasley@navy.mil)

(g) WAWF point of contact.

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

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WAWF point of contact.

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

FY18 FUNDS

The FY2018 funding cited herein will become available upon enactment of the Fiscal Year 2018 DoD Appropriations Act, or will become proportionally available under any Continuing Resolution authority, and is subject to the terms of whichever becomes applicable. FAR Clause 52.232-18 applies

Accounting Data

SLINID	PR Number	Amount
8000	1300674441	574223.04
LLA :		
AA 1781804 9U3N 251 00023 0 050120 2D 000000 000000000000		
Standard Number: N0002318PR90186		
9000	1300674441	12900.67
LLA :		
AA 1781804 9U3N 251 00023 0 050120 2D 000000 000000000000		
Standard Number: N0002318PR90186		
9010	1300674441	58603.18
LLA :		
AA 1781804 9U3N 251 00023 0 050120 2D 000000 000000000000		
Standard Number: N0002318PR90186		

BASE Funding 645726.89  
Cumulative Funding 645726.89

MOD P00001 Funding 0.00  
Cumulative Funding 645726.89

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **LIABILITY INSURANCE:**

#### **LIABILITY, AUTOMOBILE, AND WORKMAN'S COMPENSATION INSURANCE:**

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. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (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

### CLAUSES INCORPORATED BY REFERENCE

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (Dec 2011)

52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (Jan 1997)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

### CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor

employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment. (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within one (1) day of the task order's expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one (1) day 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 three (3) years.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item— (1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101); (ii) Sold in substantial quantities in

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the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo. Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803.

An employee is not considered to be directly performing work under a contract if the employee-- (1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United

States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

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(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in EVerify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the EVerify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the

Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

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<http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including

- (1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

#### 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/comp/far/>

(End of clause)

#### 252.215-7008 ONLY ONE OFFER (JUN 2012)

(a) The provision at FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data other Than Certified Cost or Pricing Data, with any alternate included in this solicitation, does not take effect unless the Contracting Officer notifies the offeror that—

- (1) Only one offer was received; and
- (2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

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(b) Upon such notification, the offeror agrees, by submission of its offer, to provide any data requested by the Contracting Officer in accordance with FAR 52.215-20.

(c) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

#### CONTRACTOR PICTURE BADGE (DEC 1999) (5252.204-9202)

(a) A contractor picture badge may be issued to contractor personnel by the NAVSUP GLS Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the TOM. A list of personnel requiring picture badges must be provided to the TOM to verify that the contract or delivery/task order authorizes performance at NAVSUP GLS prior to completion of the picture badge request.

(b) An automobile decal will be issued by CID Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to NAVSUP GLS Security Office a list of all unreturned badges with a written explanation of any missing badges.

#### OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (NOV 2008) (5252.223-9200)

(a) If performance of any work under this contract is required at an applicable Government facility, the Contractor shall contact the Government office with cognizance over safety and environmental requirements prior to performance of

ANY work under this contract. The purpose of contacting the Safety and Environmental Office is to obtain and become familiar with any local safety regulations or instructions and to inform the local Safety Officer of any work taking place on base. Safety and Occupational Health personnel cannot assume a regulatory role relative to oversight of the Contractor safety activities and performance except in an imminent danger situation. Administrative oversight of Contractors is the primary responsibility of the Contracting Officer and/or the Contracting Officer's designated representative.

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, Contractor employees, and persons who live and work in and around Contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and

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telephone numbers, to include emergency telephone numbers, for the facility where the work is performed.

CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other, electronic means.

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 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.

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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 Provision)

#### ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES

As used in this clause, the term "material" includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer.

#### REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

#### EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### PREPARATION FOR DELIVERY (DATA ITEMS)

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Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with the National Industrial Security Program Operating Manual (DD 5220.22-M).

NMCARS 5237.102(90):

THE CONTRACTOR SHALL REPORT ALL CONTRACTOR LABOR HOURS (INCLUDING SUBCONTRACTOR LABOR HOURS – IF APPLICABLE) REQUIRED FOR PERFORMANCE OF SERVICES PROVIDED UNDER THIS CONTRACT VIA A SECURE DATA COLLECTION SITE. 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 01 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 J LIST OF ATTACHMENTS**

Contract Administrative Plan

Quality Assurance Surveillance Plan

Contract Data Requirements List