

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-11-D-6453		2. DELIVERY ORDER NO. N6945018F3002		3. EFFECTIVE DATE 2017 Nov 01		4. PURCH REQUEST NO. PMET2017		5. PRIORITY Unrated	
6. ISSUED BY NAVFAC SOUTHEAST Bldg. 902 P.O. Box 143 Jacksonville FL 32212-0143 Christine L Holly/G 904-542-0191			CODE N69450	7. ADMINISTERED BY NAVFAC SOUTHEAST Bldg. 902 P.O. Box 143 Jacksonville FL 32212-0143			CODE N69450	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR ASR INTERNATIONAL CORPORATION 580 OLD WILLETS PATH HAUPPAUGE NY 11788			CODE 0PRK4	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	X SMALL	
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED	WOMEN-OWNED	
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Cleveland Anthony J. Celebrezze Federal Building, 1240 East 9th Street Cleveland OH 44199-2055			CODE N68732	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
	PURCHASE		Reference your _____ furnish the following on terms specified herein.						
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							

ASR INTERNATIONAL CORPORATION			RAO ANUMOLU President & CEO		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)		
			If this box is marked, supplier must sign Acceptance and return the following number of copies:		

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	See Schedule					
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA			25. TOTAL	
		BY: /s/Rebecca M Jones			26. DIFFERENCES	
		10/30/2017			CONTRACTING/ORDERING OFFICER	

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS	
		PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE	g. E-MAIL ADDRESS			FINAL	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT		34. CHECK NUMBER	
		COMPLETE		35. BILL OF LADING NO.	
		PARTIAL			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		FULL	
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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GENERAL INFORMATION

GENERAL INFORMATION – SECTION A

A.1 TYPE OF CONTRACT

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

A.2 SERVICE REQUIREMENTS

The outcomes to be achieved are ■ Preventative Maintenance Engineering Technician who will provide preventive maintenance technician support to the Public Works Department at Naval Air Station Joint Reserve Base (NAS JRB) New Orleans, Louisiana by developing the standard preventative maintenance program for all utility infrastructures, executing active preventative maintenance program management in MAXIMO, coordinating and providing technical assistance to professional trades.

A.3 COMPETITION ENVIRONMENT

This contract was solicited as 100% small business set-aside.

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

A.5 NAICS CODE

The NAICS code is 541330, Engineering Services.

AWARD A.1 PROPOSAL INCORPORATION

ASR International Corporation's proposal dated 11 August 2017, is hereby incorporated into this task order.

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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	R425	PMET FOR PWD NOLA - REGULAR TIME (Each = one 8 hour workday) (O&MN,N)	█	EA	█	█
8100	R425	PMET FOR NOLA - OVERTIME (Each = one 8 hour workday) (O&MN,N)	█	EA	█	█

SECTION B

B.1 FULLY LOADED PRICING

All pricing shall be fully loaded. No other allocations, fees, O/Hs, G&A, and profits will be applied.

B.2 CLIN PRICING BASIS:

The pricing structure includes one Contract Line Item Number (CLIN) for regular time and one CLIN for overtime. The following summary is provided:

CLIN 8000 - █ Preventative Maintenance Engineering Technician - Proposed pricing based on █ 8-hour workdays

CLIN 8100 - █ Preventative Maintenance Engineering Technician - Proposed pricing based on █ 8-hour overtime workdays

The normal business days are Monday-Friday, excluding Federal holidays. Weekend work may be required.

B.3 FEDERAL HOLIDAYS

The following Government holidays are observed by Government personnel: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government personnel also take other kinds of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures.

Contract employees will not work on Government holidays or administrative leave days, and these hours should not be charged as productive direct labor hours.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

for

Preventive Maintenance Engineering Technician

1. SCOPE.

Under this task order, the contractor will independently provide support services to satisfy the overall operational objectives of the execution of NAVFAC Southeast's broad and diverse mission of facilitating inter-governmental operational requirements. This position will provide preventive maintenance technician support to NAVFAC Southeast at Naval Air Station Joint Reserve Base (NAS JRB) New Orleans, Louisiana. The primary objective is to provide contractor services and deliverables through performance of a Preventative Maintenance Engineering Technician.

2. TASKS/SERVICES.

The contractor shall:

- Possess knowledge and/ or be motivated to learn and gain competency through on-the-job training in the IBM Maximo NAVFAC customized asset management computerized software tool.
- Possess appropriate administrative skills such as typing/ key boarding and effectively using Microsoft Office based tools such as Excel, PowerPoint, Outlook, Word and Access.
- Develop the NAVFAC standard preventive maintenance program for all utility infrastructures: electric, steam, water, wastewater, natural gas, and compressed air, salt water, chilled water, hot Water, industrial and oily waste where these utilities may exist at a given installation.
- Execute active preventive maintenance program management in MAXIMO including: evaluation, addition, editing, and deactivation of preventive maintenance records and associated job plan data in coordination with changes to the asset inventory and corporate standards.
- Ensure the utility based preventive maintenance program is entered, current, accurate, and in compliance with corporate standards.
- Coordinate and provide technical assistance to professional trades, technical, and administrative personnel at the PWD in support of utility preventive maintenance planning, scheduling and work management.
- Coordinate with operation, maintenance, engineering, and contract workforce efforts in the field to ensure changing operation and maintenance requirements are constantly reflected in the preventive maintenance program.
- Possess the ability and knowledge to perform and coordinate the work of specialists in the various fields of utility inventory management, condition assessment, and maintenance management.
- Incorporate unique equipment requirements from engineering, trades, or technical personnel into the preventive maintenance plan.
- Continually optimize the preventive maintenance program to improve scheduling, cost, and reliability.
- Ensure preventive maintenance data (such as job plans, condition ratings, and meter readings) supports program products (such as preventive maintenance plans, risk assessments, condition assessments, and productivity metrics).
- Remain current with NAVFAC Utility Infrastructure Condition Assessment Program (UICAP) and maintenance

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management standards and best practices.

- Perform as-needed quality assurance audits on program processes and data.
- Participate in program related user groups and production teams.
- Maintain professional flexibility to provide quick action in support of changing priorities to meet program goals and command deadlines.
- Review output of team members to include: acceptance, amendment, or rejection of work and provide and receive routine on-the-job-training as it relates to program processes and command goals.
- Monitor and analyze workload in order to maintain productive teams and facilitate resolution of problems within teams through appropriate Command personnel.

3. CERTIFICATIONS, LICENSE, PHYSICAL REQUIREMENTS, OR OTHER EXPERTISE REQUIRED.

The contractor must have:

- Extensive technical and practical knowledge, and experience as an Engineering Technician.
- Sound understanding of engineering concepts, principles and practices applicable to civil, mechanical, electrical, and/or environmental engineering concerned with the sustainment, restoration, maintenance, test and operation of mechanical and electrical equipment.
- Ability to review technical engineering guides and manuals.

Thorough knowledge of standard maintenance, repair and test methods for utility system equipment.

- Ability to write and speak to report on progress and outcome of technical assignments and to present recommendations to CM.
- Ability to monitor progress of preventive maintenance build-out to a successful and timely completion.
- Demonstrated knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements.
- [REDACTED] will not serve on Technical Evaluation Boards, Price Evaluation Boards or Source Selection Boards as a voting or advisory member without first receiving approval for the use of advisory and assistance services by the NAVFAC Acquisition proponent IAW NFAS 37.203. In addition, [REDACTED] will not be assigned as a Contracting Officer's Authorized Representative.

4. OVERTIME

Overtime is authorized. Overtime is employee effort in excess of 40 hours in a standard work week or if otherwise required by law is defined as employee effort in excess of 8 hours per day. The maximum overtime hours allowed is 24 (three 8 hour work days) in the base period of performance. This must be scheduled with the COR.

5. GOVERNMENT-FURNISHED PROPERTY/EQUIPMENT.

The Government will furnish a Common Access Card (CAC) and a hard hat. The Government will also provide access to a workstation, telephone, facsimile, and computer. Safety shoes will be provided by the Contractor.

A Government vehicle may be available for use by the Contractor's employee, if required in the execution of job duties. In accordance with Federal Acquisition Regulation (FAR), Contractors cannot use Government vehicles unless the Contractor has motor vehicle liability insurance to cover bodily injury and property damage to protect the Contractor and the Government against third-party claims arising from the use of Government vehicles. The Contractor shall comply with the "Required Insurance" set forth in the basic SeaPort Multiple Award Contracts

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(MACs) and maintain and provide to the Contracting Officer automobile insurance to cover bodily injury and property damage.

6. SECURITY CONSIDERATIONS

Work under this task order is UNCLASSIFIED. The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order. If necessary, the contractor will be required to provide clearances for personnel requiring access to Government computers and workstations.

7. NON-PERSONAL SERVICE STATEMENT

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

8. REIMBURSABLE EXPENSES

Travel is not required.

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SECTION D PACKAGING AND MARKING

Not applicable.

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SECTION E INSPECTION AND ACCEPTANCE

Not Applicable.

SECTION F DELIVERABLES OR PERFORMANCE

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

8000	11/1/2017 - 10/31/2018
8100	11/1/2017 - 10/31/2018

F.2 PLACE OF PERFORMANCE

The work to be performed under this task order is onboard Naval Air Station Joint Reserve Base (NAS JRB) New Orleans, Louisiana

F.3 CONTRACT TERM

The task order start date is 01 November 2017. The base period of performance is for one year, with no option periods.

If the Government requires continued performance of any services within the limits of the contract, FAR 52.217-8, Option to Extend Services, may be exercised to extend performance for a period not to exceed six months.

F.4 DELIVERABLES

95% of the tasks/services requirements listed in Section 3 of the Performance Work Statement shall be submitted on time and accurate.

Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
			Original	Copies (including original)	
N/A	Work Schedule	As specified	KO & COR	1	Before work commences.
N/A	Work Schedule	As specified	KO & COR	1	Monthly (due by the 5 th working day of the month).

*KO = Contracting Officer; COR = Contracting Officer's Representative

The Work Schedule may be submitted via email.

F.5 ECMRA REPORTING

NMCARS 5237.102(a)(1)(90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Southeast 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 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help

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desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 POINTS OF CONTACT

Contracting Officer Representative (COR)

LT Samuel C. Tatel
NAS JRB New Orleans
Public Works Department, Bldg. 552
400 Russell Avenue
New Orleans, LA 70143
samuel.tatel@navy.mil
(504) 678-9985

Contract Specialist (CS)

Christine Holly
P.O. Box 30, Bldg 919
Jacksonville, FL 32212
christine.holly@navy.mil
904-542-0191

G.2 CONTRACTING OFFICER REPRESENTATIVE (COR)

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

G.3 SUBMISSION OF INVOICES

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

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

252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

Navy Construction/ Facilities Management Invoice

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

Inspection – N44216

Acceptance - N69450

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N69450
Admin DoDAAC	N69450
Inspect By DoDAAC	N44216
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N69450
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) Accept By	N69450

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

Acceptor: Dianne.Cuyler@navy.mil

Inspector: Samuel.Tatel@navy.mil

(g) *WAWF point of contact.*

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

Christine.Holly@navy.mil

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

(End of clause)

G.4 PAYMENT INSTRUCTIONS

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

G.5 PRODUCTIVE LABOR HOURS

The Contractor shall charge the Government only for “Productive Direct Labor Hours”. “Productive Direct Labor Hours” are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures. It is anticipated that the majority of the contractor employees will be full-time. Full-time employee is defined as 80 hours/two weeks for exempt employees and 8 hours a day for non-exempt employees.

G.6 QUALITY ASSURANCE SURVEILLANCE PLAN

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

1. Critical performance processes and requirements. Critical to the performance of the Preventative Maintenance Engineering Technician is the timely, accurate and thorough completion of all contract/task order requirements.

2. Performance Standards

a. Personnel – The personnel performing services under this task order will meet all requirements throughout the performance period, to include but not limited to; training, license, certification, security, etc. as stated in the task PWS and/or task order.

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the schedule of deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

c. Cost - The Contracting Officer Representative (COR) will review and recommend payment of monthly invoices, throughout the contract and/or task order performance period(s).

d. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship. The contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable, cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

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

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

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

	performance of the contract. Higher level Security clearances may be required and will be specified in the task order.	of contract performance.		checks, regulations and procedures of the DOD.
Invoicing	Monthly invoices per contract procedures are timely and accurate.	100 % Review by the COR and/or the Contracting Officer.	Submitted Monthly	100% accuracy

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

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

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

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

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

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

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

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY REQUIREMENT

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

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

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is not public information. The Contractor shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

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

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

CONTRACTOR SECURITY REPRESENTATIVE

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

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

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

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APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

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

ACCESS TO FEDERAL FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

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

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

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networks complete annual IA training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

PROOF OF CITIZENSHIP

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

Acceptable Proof of Citizenship:

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

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

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

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

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

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

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

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

(3) A Certificate of Birth.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

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

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

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

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

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

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

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

H.2 IDENTIFICATION AS CONTRACTOR EMPLOYEE

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

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Prescribed Government identification cards shall be immediately delivered to the KO for cancellation upon release of any employee.

H.3 EMPLOYEE CONDUCT

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

H.4 PHYSICAL SECURITY

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

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SECTION I CONTRACT CLAUSES

SECTION I

STANDARD CLAUSES CONTAINED IN THE BASIC MAC SHALL APPLY.

FAR 52.204-2 – SECURITY REQUIREMENTS (AUG 1996)

FAR 52.217-8 – OPTION TO EXTEND SERVICES. (NOV 1999).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of Clause)

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

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

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

THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Schedule Step	Title	Monetary Wage
GS-11	1	Engineering Technician	\$25.07

Note: Based on General Service hourly rate pay schedule for Rest of the United States area effective January 2017. Fringe Benefits are not included in the monetary rates shown in the table above.

(End of clause)

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contractor's Release of Claims Form. To be submitted with Final Invoice.

Attachment 2 - Wage Determination 05-2233 (Rev-19) for the Louisiana Parish of Plaquemines.