

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1 2</b>
2. AMENDMENT/MODIFICATION NUMBER <b>P00004</b>		3. EFFECTIVE DATE [REDACTED]	4. REQUISITION/PURCHASE REQUISITION NUMBER <b>N7027219RCNT504</b>		5. PROJECT NUMBER (If applicable) <b>N/A</b>
6. ISSUED BY CODE <b>NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk, VA 23511-3392</b>		7. ADMINISTERED BY (If other than Item 6) <b>DCMA HAMPTON 2128 Pershing Avenue Fort Eustis, VA 23604</b>		CODE [REDACTED]	SCD [REDACTED]
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) <b>Ironclad Technology Services LLC 200 Golden Oak Ct., Suite 320 Virginia Beach, Virginia 23452</b>				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER [REDACTED]	
				<input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE <b>518C1</b>		FACILITY CODE <b>824762053</b>			

**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 \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) [REDACTED]-8

**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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED]		[REDACTED]	[REDACTED]
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

# General Information

[REDACTED]

<b>ORDER FOR SUPPLIES OR SERVICES</b>					PAGE 1 OF 28
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-10-D-6117		2. DELIVERY ORDER/CALL NO. [REDACTED]	3. DATE OF ORDER/CALL (YYYYMMDD) [REDACTED]	4. REQUISITION/PURCH REQUEST NO. [REDACTED]	5. PRIORITY Unrated
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk, VA 23511-3392		CODE [REDACTED]	7. ADMINISTERED BY (If other than 6) DCMA HAMPTON 2128 Pershing Avenue Fort Eustis, VA 23604		CODE S5111A SCD: C 8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR NAME AND ADDRESS Ironclad Technology Services LLC 200 Golden Oak Ct., Suite 320 Virginia Beach, VA 23452		CODE 518C1	FACILITY 824762053	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
14. SHIP TO SEE SECTION F		CODE [REDACTED]	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264		12. DISCOUNT TERMS Net 30 Days WAWF 13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. <b>ACCEPTANCE.</b> 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.			
Ironclad Technology Services LLC NAME OF CONTRACTOR		_____ SIGNATURE		Laura Lumagui TYPED NAME AND TITLE	_____ DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> 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
	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 BY: [REDACTED]			25. TOTAL [REDACTED]	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					34. CHECK NUMBER
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.



# Section C - Description/Specifications/Statement of Work

NCTAMS LANT External Support Department, Code N9

## PERFORMANCE WORK STATEMENT\

**Title:** Financial Analyst and database management.

[REDACTED]

[REDACTED]

[REDACTED]

Task 1: Working on-site with N9 department leadership to perform such activities as data gathering, fact findings, efficiency studies, cost analysis and data entry in the development of spend plans and budget submissions. Projected time to complete: 4 months for spend plan development; 4 months for budget development.

Task 2: Coordinate with N9 contracting officer representatives (CORs) to assist in resolving balances brought forward on invoices from telecommunication vendors by reviewing prior invoices and amounts certified by the Government personnel as valid. Efforts shall include making comparison between prior invoices and certifications, determining differences; accompany COR in meetings with customers and vendors to resolve discrepancies and prepare reports; draft task orders and make recommendations to the COR and/or KO. ***The contractor shall not represent nor negotiate for the Government during contacts with NCTAMS LANT personnel, customers or vendors.*** Projected time to complete: This is an on-going task, assist as required.

Task 3: Working with N9 department head assist with the development of the workflow process, procedures and data input into Configuration Accounting Information and Retrieval System (CAIRS.net). This effort involves the initial stand up of a telecommunications management system to support the External Support Department's Base Communications Offices in Hampton Roads. Projected time to complete: 18 months.

Task 4: Assist N9 personnel in Hampton Roads commuting area with data input of line audits and circuit validation into CAIRS.net. Projected time to complete: 18 months.

### **General Requirements:**

1. Provide day-to-day financial technical support services. Manage Micro-Soft ACCESS Government-owned leased local and long-haul communications inventory and task order database. Contractor personnel are required to access a DOD unclassified computer, working with unclassified information at a DOD facility. The contractor shall ensure that employees requiring access to the unclassified network complete annual DOD Information Assurance training.

2. All aspects (technical, financial, administrative, or contractual) of this Contract shall not be discussed or revealed to any business organization either within or outside the United States Government except the parties identified and authorized by the Heads, External Support (N9), Financial Management and Comptroller (N00FM), COR (N92) and the Contracting/Ordering Officer. Release of any information about this Contract/Delivery Order or any tasking issued by the authority of this contract/Delivery Order may result in partial or total termination of the Contract/Delivery Order. **NON-DISCLOUSE AGREEMENT** - All contractor personnel and company officials involved with this Contract/Delivery Order shall sign a **CERTIFICATION OF NON-DISCLOSURE**. Contractor employees are required to comply with the Government public trust policy and guidelines.

### **Key Personnel Qualifications:**

1. Personnel performing services under this PWS shall have knowledge and application of U.S. Government accounting principles and procedures.
2. Personnel shall have 10 years general experience in a complex business environment involving telecommunications invoice billing, cost analysis, cost allocation, cost reporting, and auditing.
3. Personnel shall possess a training certification from Unique Communications on the Configuration Accounting Information and Retrieval System (CAIRS.NET) or obtain this training with 90 days of contract award at no cost to the Government. The government will facilitate access to the required training, if needed.
4. Personnel shall possess knowledge of and experience with using Department of Defense Standardized Accounting & Reporting System - Field Level (STARS-FL) and Command Financial Management Systems (CFMS).

### **Deliverables:**

**AOOI** - Provide a monthly report providing a narrative summary of work performed under this Performance Work Statement.

**Acceptance:** The KO with input from the government technical point of contact (GTPOC) and COR will accomplish acceptance of Contractor's work.

### **Government Furnished Information:**

1. The Government will provide access to necessary documents to support this effort. The documents will remain the property of the Government, and will not be used for any purpose other than what is intended by this PWS. If there is a conflict in documentation the KO will be consulted for clarification.

**Government Furnished Equipment:** None

**Government Furnished Material:** None

### **Constraints/Special Requirements:**

1. Security Requirements.

A **SECRET** security clearance is required for the contractor personnel assigned to this PWS and will be as follows; U.S. citizenship is required of all contractor personnel. Duties involve delivery of service to support the Department of the Navy mission requiring a high level of confidence or trust; position designation is at the Non-Critical Sensitive level.

Completion of task in this PWS may require access to restricted areas under Government control and/or sensitive information, including user level access to DON critical infrastructure. A National Agency Check with Local Agency and Credit Checks (NACLCL) or equivalent suitability (hereafter referred to as "background investigations") shall be conducted on all employees assigned. Requests for NACLCLs based upon this provision shall be submitted in a format (approved by the Government) by the Contractor facility security manager for processing through the NCTAMS LANT Security Department. Personnel not receiving a favorable determination based upon NACLCL results under this program may be denied site access and lose the ability to perform job assignment on the contract. Contractor personnel shall have the personnel security background investigation, as specified in this Performance Work Statement, at work performance start date. Proof of favorable security background investigation shall be provided to the Government, as recorded within the Joint Personnel Adjudication System/Joint Clearance and Access Verification System, prior to the Government granting unescorted access to work spaces and the start of the contract phase-in period. The Contractor shall ensure that all of their employees show their company's commercial and government entity code (CAGE) affiliation in the JPAS record.

2. Training requirements. Complete mandated general civilian training requirements (Annual/recurring), in accordance with the Department of Defense, the Department of the Navy and NCTAMS LANT instructions.

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

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



### **Contractor Access to Federally Controlled activities and/or Unclassified Sensitive Information or Unclassified IT Systems**

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 be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security 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 trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLCC) 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 arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

### **Security Approval Process**

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

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M- 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.

## **Section D - Packaging and Marking**

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

# Section E - Inspection and Acceptance

## Quality Assurance Surveillance Plan (QASP)

### A. INTRODUCTION

This QASP has been developed pursuant to the requirements of the Performance Work Statement (PWS). This plan sets forth procedures and guidelines that the Government will use in evaluating the performance of the contractor. Performance Standards are identified within this document and the PWS. The Performance Standards describes the minimum acceptable level of performance for each functional area the Government will assess.

### B. PURPOSE OF THE QASP

The purpose of the QASP is to ensure that the Government has an effective and systematic method of surveillance for the services specified 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 QASP will accomplish the following:

- a. Define the roles and responsibilities of participating Government officials;
- b. Describe the formal evaluation methods the Government will employ to assess the Contractor's performance;
- c. Provide copies of the quality assurance monitoring forms that will be used by the Government in documenting and evaluating the Contractor's performance;
- d. Describe the process of performance documentation.

The contractor is expected to formulate its own Quality Control Plan (QCP), which sets forth procedures and responsibilities for producing high quality service. The contractor shall ensure that the contractor's employees follow the developed QCP.

### C. ROLES AND RESPONSIBILITIES OF PARTICIPATING GOVERNMENT OFFICIALS

The following Government officials will participate in assessing the quality of the contractor's performance; their roles and responsibilities are described as follows:

1. Technical Points of Contact (TPOC) at each location will serve as the Quality Assurance Inspector (QAI), respectively. This person will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the contractor on a routine basis. The TPOCs will have primary responsibility for completing Quality Assurance Monitoring Forms, which will be used to document inspection and evaluation of the contractor's performance. It is extremely important for the QAI to establish and maintain a congenial line of communication with the contractor's on-site representative and the staff because of the regularly scheduled contact and random inspections that are necessary in performing monitoring functions. The Contracting Officer's Representative (COR), QAI, Telecom Specialist/Area Telecommunications Manager (TS/ATM), and Contracting Officer (KO) will work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems. Routine problems should be discussed and resolved at regularly scheduled meetings.
2. The COR has overall responsibility for overseeing the contractor's performance. The COR will be responsible for the overall monitoring of the contractor's performance in the areas of contract compliance, contract administration, cost control and property control; reviewing the QAI assessments of the Contractor's performance; and resolving all differences between the QAI and the contractor. All planned additions and modifications resulting in alterations of the facility's structure or mechanical services that affect the scope of the contract shall be approved by the KO prior to commencement.

## **D. PERFORMANCE REQUIREMENTS SUMMARY**

1. The Contractor will provide all services, functions, and tasks to fulfill the requirements of the PWS.
2. Most of the functions, as well as the methodology for performing them, are prescribed in scope and general requirements section within the PWS. Thus, the COR/QAI must thoroughly understand the PWS.

## **E. METHODOLOGIES TO BE USED TO MONITOR THE CONTRACTOR'S PERFORMANCE**

1. Even though the Government will be monitoring the contractor's performance on a continuous basis through the COR and QAI, the sheer volume of tasks performed by the contractor make 100% technical inspections impractical. Accordingly, the COR and QAI will use three methodologies (contractor metrics, spot checks/periodic inspections, and validated customer complaints) to monitor the contractor's performance under the contract.
2. The monitoring methods described above are the formal/documented methods for monitoring the contractor's performance. However, the COR and QAI will also informally monitor the work that is accomplished by observing the activities and using his or her best professional judgment, the COR and QAI must get a "sense" of the quality of the contractor's work. If the COR and QAI have a sense that an activity is not being done correctly, then he/she should meet with the contractor's on-site representative and express his/her concerns.
3. The COR and/or QAI will be responsible for coordinating formal customer complaints.

## **F. QUALITY ASSURANCE REPORTING FORMS**

1. The COR/QAI will use the two quality assurance monitoring forms (Exhibits A and B) to this document to evaluate the contractor's performance under the contract. The two forms, when completed, will document the COR/QAI's understanding of what the contractor was tasked to do, what was actually performed, and the impact or consequences of the performance.
2. The COR/QAI will rate each event in accordance with the following definitions of Contractor performance:
  - a. Acceptable – an acceptable level of performance that meets the minimum standards of performance;
  - b. Unacceptable – a level of performance that fails to meet the minimum standards of performance.
3. The COR/QAI must substantiate all tasks whether he judges them to be indicative of "unacceptable" or "acceptable" performance. This will provide the Navy, and the contractor, with a record of the contractor's performance. Should the Navy wish to re-compete this work in the future this record may be used as either a positive or negative past performance history.
4. The COR/QAI will forward copies of all completed QA monitoring forms to the KO and contractor by close of business on the day the forms were prepared. The contractor shall respond in writing to any negative or unacceptable QA monitoring forms within 5 business days after receipt of the forms.

## **G. ANALYSIS OF SURVEILLANCE RESULTS**

1. The KO will review each QA monitoring form prepared by the COR/QAI. When appropriate, the KO may investigate an event further to determine whether all facts and circumstances surrounding the event were considered in the COR/QAI's opinions outlined on the forms. The KO will immediately discuss every event receiving a substandard rating with the contractor to assure that corrective action is initiated promptly.
2. At the end of each month, the COR/QAI will prepare a written report for the KO summarizing the overall results of his or her surveillance of the contractor's performance during the previous month. This report will become part of the formal QA documentation.

### Incentives/Disincentives:

The COR will complete an annual assessment on the contractor's performance through CPARS. The contractor's failure to achieve satisfactory performance under the contract/task orders, 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 also 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 KO 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 KO 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.

**QASP Matrix**

**PERFORMANCE ASSESSMENT METHODS**

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**EXHIBIT A**

**QUALITY ASSURANCE MONITORING FORM**

WORK TASK:

SURVEY PERIOD:

METHOD OF SURVEILLANCE:

LEVEL OF SURVEILLANCE SELECTED:

NUMBER OF ITEMS SAMPLED DURING SURVEY PERIOD:

ANALYSIS OF RESULTS:

EVALUATION OF CONTRACTOR'S PERFORMANCE:

NARRATIVE DISCUSSION OF CONTRACTOR'S PERFORMANCE DURING  
SURVEY PERIOD:

DATE/TIME CONTRACTOR INFO OF RESULTS:

PREPARED BY:

DATE:

**EXHIBIT B**

**COMPLAINT INVESTIGATION FORM**

WORK TASK:

SURVEY PERIOD:

METHOD OF SURVEILLANCE: VALIDATE FORMAL COMPLAINT(S)

RECEIVED AND VALIDATED BY:

DATE/TIME OF COMPLAINT:

NAME OF COMPLAINANT:

DESCRIPTION OF  
COMPLAINT:

DATE/TIME CONTRACTOR NOTIFIED OF COMPLAINT:

RESULTS OF COR/QAI INVESTIGATION INTO COMPLAINT:

ACTION TAKEN BY CONTRACTOR:

PREPARED BY:

DATE:



# Section F - Deliveries or Performance

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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## Section G - Contract Administration Data

### 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.

(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.

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

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

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

2-IN-1

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

Government/Government

(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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and sub-line 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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**CONTRACT ADMINISTRATION PLAN (CAP)**

**FOR FIXED PRICE CONTRACTS**

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

1. The Procuring Contract Office (PCO) is responsible for:
  - a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.

e. Post award conference.

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

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

[REDACTED]

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

[REDACTED]

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

#### **COMMUNICATIONS DURING THE LIFE OF THE TASK ORDER (SEP 2015)**

(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 order.

(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 order 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:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**SECURITY ADMINISTRATION (CONTRACT) (SEP 2015)**

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]



## Section H - Special Contract Requirements

### PERSONNEL QUALIFICATIONS

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the areas of expertise, education, experience and security clearance requirements set forth in Sections Key Personnel Qualifications of the Performance Work Statement and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a crossreference list should be provided in the offeror's proposal identifying the difference.

(b) The Government may review the resume of any Contractor personnel to be assigned to this contract.

(c) If the Contracting Officer questions the qualifications or competence of any person performing under the contract the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the PWS. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

(end text)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(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

### CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (SEP 2015)

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

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

a. All pre-award information, questions, or data;

b. Freedom of Information inquiries;

c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or

[REDACTED]

a. Liaison with personnel at the Government installation and the contractor personnel on site;

b. Technical advice/recommendations/clarification on the statement of work;

c. The statement of work for delivery/task orders placed under this contract.

d. An independent government estimate of the effort described in the definitized statement of work;

e. Quality assurance of services performed and acceptance of the services or deliverables;

f. Government furnished property;

g. Security requirements on Government installation;

h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or

i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No

action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

N/A

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

N/A

# Section I - Contract Clauses

## Provisions and Clauses Incorporated by Reference:

**52.203-18-** Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

**52.203-19-** Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements (Jan 2017)

**52.222-17-** Nondisplacement of Qualified Workers (May 2014)

**52.222-41-** Service Contract Labor Standards (May 2014)

**52.222-43-** Fair Labor Standards Act- Price Adjustment (May 2014)

**52.222-55-** Minimum Wages Under Executive Order 13658

**52.222-62-** Paid Sick Leave Under Executive Order 13706

### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of firm-fixed price task order resulting from this solicitation.

(End of clause)

### **52.217-8 OPTION TO EXTEND SERVICES (MAR 2000)**

[Redacted text block]

(End of Clause)

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

[Redacted text block]

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

[Redacted text block]

(End of clause)

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

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

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

Employee Class Monetary Wage-Fringe Benefits

GS-12

(End of clause)

