

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

2

1. CONTRACT NO N00178-08-D-5636		2. DELIVERY ORDER NO. FK02		3. EFFECTIVE DATE 2013 May 15		4. PURCH REQUEST NO. N6302313RC00083		5. PRIORITY Unrated	
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392			CODE N00189		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A	
9. CONTRACTOR Valkyrie Enterprises LLC 4460 Corporation Lane, Suite 200A Virginia Beach VA 23462		CODE 4TGXI		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL	
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED	
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		WOMEN-OWNED	
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338	
<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>									

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.							

Valkyrie Enterprises LLC _____ NAME OF CONTRACTOR				Kim Russell Assistant Vice President, Contract Administration _____ 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  BY: /s/Jill H Joscelyn	25. TOTAL [REDACTED]	26. DIFFERENCES
		05/15/2013 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			FINAL				
g. E-MAIL ADDRESS			31. PAYMENT COMPLETE		35. BILL OF LADING NO.		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			PARTIAL				
a. DATE			b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				
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

This requirement is set-aside for small business under NAICS 541330, Marine Engineering Services, with a size standard of \$35.5M.

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	INSURV Support (O&MN,N)	12.0	MO	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	INSURV Travel NTE: 6473.00 (O&MN,N)	1.0	LO	[REDACTED]

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	INSURV Support (O&MN,N) Option	12.0	MO	[REDACTED]	[REDACTED]
8001	INSURV Support (O&MN,N) Option	12.0	MO	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	INSURV Travel NTE 6667.00 (O&MN,N) Option	1.0	LO	[REDACTED]
9001	INSURV Travel NTE 6867.00 (O&MN,N) Option	1.0	LO	[REDACTED]

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### BOARD OF INSPECTION AND SURVEY

#### PERFORMANCE WORK STATEMENT (PWS)

for

#### Maintenance Process Audit, Analysis and Reporting; and Project Administration Support

### 1. INTRODUCTION

The Board of Inspection and Survey (INSURV) has identified a need for technical expertise to support OPNAVINST 4700.7L compliance, modernize inspection processes through better use of technology, and improve the working environment for command personnel. Contract support will improve INSURV's ability to determine the maintenance condition of the Fleet.

### 2. BACKGROUND

INSURV was established to advise SECNAV and the CNO in matters concerning the acceptance of newly commissioned ships and the suitability of active Fleet units for further service. The mission of INSURV is to keep higher authority informed of the material condition of the operating forces and is accomplished through appropriately scheduled ship inspections. OPNAVINST 4700.7L requires that the ship maintenance function have a Quality Management System (QMS) in place. INSURV assessment and auditing is a part of that QMS function. INSURV is currently involved in initiatives to take advantage of technology improvements and streamlining functions to enhance inspections in a fiscally responsible manner. INSURV is also developing new business models to improve efficiency and improve the command external communications products. Contractor support will enable INSURV to satisfy these requirements. The work involved and the products developed will enable the Board of Inspection and Survey to not only meet Title 10 responsibilities, but also assist the Fleet Integration Executive Panel in cost-effectively maintaining adequate levels of material readiness through expected service life of the Fleet.

### 3. REQUIREMENTS

#### 3.1. GENERAL REQUIREMENTS

3.1.a. The scope of this effort includes supporting the Fleet Commander's Annual Plan and INSURV's inspection process by providing audit and analysis support to include: planning, data collection, analysis, synthesis and reporting. The contractor shall support the execution of each assigned ship system Audit Plan and support the planning of new audits to determine material readiness or validity of proposed maintenance programs. In addition the contractor shall support the administration of all facets of the Board's strategic improvement program and supporting Projects/Planned Actions. Under this effort a contractor shall provide program administration expertise and support to the External Communications Directorate. This requirement will support the command's mission and ultimately provide the U.S. Navy with crucial analysis of its ship system maintenance processes. In order to achieve these deliverables, the contractor shall be required to interact with the Navy's maintenance teams and other maintenance process stakeholders.

3.1.b. The contractor shall be required to provide monthly progress reports. (CDRL A001).

3.1.c. Non-Personal Service

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute, personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

3.1.d. Business Relations

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The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action, deliverable submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

### 3.2. PERFORMANCE REQUIREMENT

#### 3.2.1. Maintenance Process Audit Analysis and Support. Specific tasks to be provided:

a) In supporting the Fleet Commander's Annual Plan and INSURV's audits and inspections, the contractor shall perform the following tasks:

(1) Collaborate with INSURV in the development and implementation of an Analysis Plan to meet the following objectives:

a. Determine a ship's material condition by researching current maintenance databases and reporting on the findings and degree to which the findings comply with current maintenance instructions and directives. (CDRL A003)

b. Assist in the development of audits to determine the effectiveness of maintenance processes impacting ship's ability to reach its Expected Service Life (ESL).

(2) Audit preparation and reporting, command reports:

a. The contractor shall access US Navy maintenance databases to extract data as necessary to build spreadsheets of pertinent data; conduct analysis to determine percentages of compliance, and provide written reports on the data and analysis. (CDRL A003)

b. The contractor shall review naval messages, technical documentation, conduct personnel interviews, and observe inspections shipboard in the conduct of data gathering.

c. The Contractor shall assist in research and development of new audits pertaining to the conduct of new construction, maintenance, overhaul, survey, and repair of naval vessels. (CDRL A004)

d. The Contractor shall attend meetings and conferences as required in the performance of this task. Meetings will routinely be conducted at INSURV but may involve travel. (CDRL A002 and A005)

e. The Contractor shall submit written reports using formatted brief and reporting templates provided by INSURV. (CDRL A003, A006)

f. Using data provided by INSURV, the Contractor shall draft reports or modify existing reports using MICROSOFT Office products to include POWERPOINT. (CDRL A006)

#### 3.2.2. Project Administration Support: Specific tasks to be provided include:

a) INSURV External Communications Directorate Support:

(1) The Contractor shall assist in the development of and maintain a Program-level implementation plan bringing together the information on projects, resources, timelines, monitoring and control: (CDRL A006)

– Ensure individual planned project/action products align with OPNAV, Fleet, TYCOM and other stakeholder vision, policy and process instructions.

– Identify and manage cross-project dependencies.

– Present and discuss project plans and milestones with INSURV leadership and personnel to aid them in providing deliverables, convey needs to achieve milestones, verify milestone completion and produce weekly status and final reports as necessary.

(2) The Contractor shall assist in the establishment of Critical Success Factors (CSF) and their associated

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measures as applicable.

- (3) The Contractor shall attend meetings and conferences as required in the performance of this task. Meetings will routinely be conducted at INSURV but may involve travel. (CDRL A002 and A005)
- (4) The Contractor shall design and develop External Communications material and reports. (CDRL A006)
- (5) The Contractor shall communicate Program/Project status weekly to the INSURV senior leadership. (CDRL A007)
- (6) The Contractor shall assist in website design and maintenance using SHAREPOINT.

#### **4.0. DELIVERABLES:**

The Contractor shall provide the following in accordance with Contract Data Requirements List (CDRL):

- A001 Monthly progress reports.
- A002 Trip reports.
- A003 Audit reports and briefs.
- A004 Audit and analysis plans.
- A005 Meeting reports.
- A006 Command reports.
- A007 Weekly Project status reports.

#### **5.0. PERSONNEL QUALIFICATIONS (MINIMUM)**

5.1 Personnel assigned to or utilized by the Contractor in the performance of this Task Order shall, as a minimum, meet the experience and/or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner and be physically capable to perform the duties both in the office and aboard ship.

5.1.1 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.

5.1.2 The Contractor shall have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the TO. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer and a review board consisting of the INSURV PM and other INSURV personnel as deemed necessary reserve the right to determine if a given work history contains necessary and sufficient experience to reasonably ensure the ability for effective and efficient performance. The Government reserves the right to review the qualifications of the Contractor's staff to ensure compliance with the intent of the work statement

5.1.3 All personnel shall be authorized to work in the United States (US Citizens or legal aliens with proper I-9 and E-verify documentation), some bases may require U.S. citizens only; and all shall be a minimum 18 years of age.

5.1.4 All personnel shall pass a criminal commercial and drug use background check.

5.1.5 Personnel unable to pass a background investigation or a drug use background check cannot gain access to base installations, and will therefore be unable to participant in the training event.

#### **5.2. Key Personnel Requirements:**

5.2.1 The Contractor shall provide skilled, experienced, professional, and technical personnel for successful accomplishment of the work to be performed under this Task Order.

5.2.1.1. Auditor/Analyst:

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Experience:

- a. A minimum of eight (8) years of documented active duty Navy experience.
- b. Must be able to document experience conducting US Navy maintenance audits with all three major engineering enterprises: Submarine Maintenance Engineering Procurement Planning (SUBMEPP), Surface Maintenance Engineering Planning Program (SURFMEPP), and Carrier Planning Activity (CPA) maintenance processes.
- c. Must provide certificate in Reliability Centered Maintenance (RCM Level I or II).
- d. Must document experience developing and executing audits of maintenance practices to include a brief description of sources and methods used.
- e. Must document experience producing briefs for use at the flag level.
- f. Must be able to document an understanding of INSURVs mission and current strategic plan.
- g. Must document ability to use MICROSOFT Office products to include EXCEL and POWERPOINT during the conduct of auditing, analysis, and reporting.
- h. Must document experience developing manpower requirements matrices.

**5.1.2. Project Administrator:**

Experience:

- a. Must document 8 years total experience as a Project Administrator/Manager for the military.
- b. Must be able to document an understanding of INSURVs mission and current strategic plan.
- c. Technically proficient with MICROSOFT EXCEL, POWERPOINT, WORD, ACCESS, SHAREPOINT, and PROJECT.
- d. Six years experience in the development and execution of a military command-wide strategic communications plan.
- e. Three years experience analyzing projects and developing project cost projections.
- f. Three years experience providing recommendations for hardware procurement in addition to creation of brochures, pamphlets posters and other marketing materials.
- g. Two years experience assisting in analysis, design and implementation of new SharePoint application with existing application changes including version control and archiving as well as backup and disaster recovery.
- h. Two years experience in producing high level briefs including developing computer graphics for use in briefs.

**6.0. POST-AWARD REQUIREMENTS:**

After receipt of a Task Order Award and prior to starting work all personnel must have a SECRET clearance and CAC.

**7.0. CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

7.1. The Department of Defense Contract Security Classification Specification (DD for 254), attached hereto, itemizes the security classification requirements for this contract. The work to be performed under this contract requires access to, and the handling of classified information up to and including the SECRET security level. The Contractor shall obtain personnel clearances prior to starting work under this contract.

7.2. All personnel performing classified duties under this contract shall possess, at minimum, a Security Clearance of at least SECRET for all personnel assigned to perform work on board U.S. Navy ships. Contractor requests for

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visit authorizations shall be submitted in accordance with DOD 5520.2M (Industrial Security Manual for Safeguarding Classified Information) as early as possible and not later than three working days prior to visit (except in cases of urgency).

## 8.0. TRAVEL

It is anticipated that travel will occur at the following locations, however may include additional CONUS locations as required.

San Diego, CA

Washington, DC

8.1 Travel **IS AUTHORIZED** to accomplish this Task Order. Travel will include such travel expenses as: airfare, per diem, rental car, and miscellaneous expenses as authorized by the JTR. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. **No mileage, or other travel, costs will be incurred when travel is within a 50-mile radius of the primary work location.**

8.2 Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Travel Regulations (JTR), while not wholly applicable to contractors shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. All necessary travel meeting the above criteria shall be approved in advance by the COR. Exceptions to these guidelines shall be approved in advance by the Contracting Officer or his Designee.

## 9.0. PLACE OF PERFORMANCE

All services under this delivery order shall be performed at the INSURV headquarters facility located in building 1602, 2600 Tarawa CT, STE 250, Virginia Beach, VA 23459, on U.S. Naval vessels, in U.S. Navy and commercial shipyards, at various contractor sites and U.S. Naval facilities. Support services may also be required on-board ships while operating at sea, and outside the continental United States. Approximately 1 percent of the effort will be performed on vessels at sea.

## 10.0 GOVERNMENT FURNISHED PROPERTY/INFORMATION.

10.1 The Contractor shall be responsible for safeguarding all Government Property and Information provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be returned to the designated representative.

At the completion of performance of the Task Order, the Contractor, as directed by the Contracting Officer, shall return to the Government all Government-furnished property and Information not consumed in the performance of this contract.

10.2 All contractor personnel will work on-site at the government place of performance. Desks, chairs, computers and phones will be provided as GFP.

Computers:

5100217822

4005221013

Phones:

E103449

E103450

Desk and chairs are not standard office fare and not serialized.



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## 11.0 CONTRACTOR FURNISHED FACILITIES, EQUIPMENT AND SERVICES

11.1 Contractor Identification. The Contractor shall provide identification cards to its workers identifying them as Contractors with the following (at a minimum) requirements: Name, Contractors Organization, current picture and expiration date of the identification card. Contractor employees shall be required to display their contractor issued identification cards at all times.

11.2 Transportation. The contractor shall provide transportation for all contractor personnel as needed to execute the requirements of this Task Order. Contractors driving a vehicle shall possess a valid and current state-issued driver's license, and maintain a valid and current registration and insurance for driving on government installations.

11.3 DoD installations are hands-free cell phone bases. Any cell phone operation while driving on base shall be hands free equipped.

## 12.0 SAFETY AND SECURITY

12.1 Safety. Contractors operating aboard naval ship and military bases are required to comply with Base safety orders and applicable State and Federal safety regulations. Contractor shall ensure the job site is maintained in a safe and healthful condition at all times.

12.1.1 Emergency Reporting. Emergencies should be reported by calling 9-1-1, whether from cellular phones or from any fixed facility location. Alternate emergency numbers, if available, will be provided.

12.1.2 Adherence to OSHA Regulatory Standard. The Contractor shall adhere to the requirements established by OSHA regulation 1910.142. Accidents and mishaps equal to or exceeding \$2,000.00 involving Government property, Government employees, or contractor employees that are OSHA reportable shall be reported to the COR/COTR, Contracting Officer and appropriate safety office within one hour of the occurrence.

12.1.3 Personnel found to be intoxicated, or under the influence of medications, of either legal or illegal substance, that may impair their motor skills or judgment, will be removed.

## 13.0 QUALITY CONTROL

13.1 Quality Assurance. The Government will evaluate the Contractor's performance under this contract based on the Performance Work Statement. The Government will record all surveillance observations. When an observation indicates defective performance, the Contracting Officer's Representative (COR) will request the Contractor's representative to initial the observation and make corrections at no cost to the Government. Contractor personnel shall be subject to impromptu and scheduled physical inspections throughout the period of performance.

## 14.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR NON-PERSONAL SERVICES

**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.

1. Critical performance processes and requirements. Critical to the performance of training instruction is the effective, accurate and thorough completion of all contract/task order requirements.

2. Performance Standards

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

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

c. 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 and 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 be limited to periodic or scheduled 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
Contract Deliverables	Provision of all contracted role players, exercise effects and props.	Random visits and command/customer appraisals.	At least once per quarter.	100% delivery of contracted services.
Monthly Contract Performance	Monthly contract performance report from vendor(s).	Exercise visits, TA reports, command assessments.	NLT 5 working days after each exercise event is completed.	100% delivery of contracted services.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR and Technical Assistants. · Observe sampling of conducted events by TA/COR  · With multiple award, at least one observed event per vendor	NLT 30 after completion of contract.	>90% of all performance elements rated Satisfactory (or higher)
Invoicing	Monthly/event invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly or by event determined by contract award type.	100% accuracy

**Contracting Officer Representative (COR):**

The INSURV COR is responsible for technical management of this program. The PCO (Procuring Contracting Officer) is the only person authorized to make and approve changes to this PWS or contract. The INSURV COR will also serve as the Contracting Officer's Technical Point of Contact (TPOC).

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## **SECTION D PACKAGING AND MARKING**

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

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**SECTION E INSPECTION AND ACCEPTANCE**

SEE PWS

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## SECTION F DELIVERABLES OR PERFORMANCE

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

5000 6/3/2013 - 6/2/2014

6000 6/3/2013 - 6/2/2014

### CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at Board of Inspection and Survey, 2600 Tarawa Court, Suite 250, Virginia Beach, VA 23459-3295

The base period of performance for this acquisition is anticipated to begin on 03 June 2013 and continue through to 02 June 2014. As illustrated in the below table, the proposed contract will contain a twelve (12) month base period and two (2) twelve (12) month option periods.

Base Year	03 June 2013 – 02 June 2014
Option I	03 June 2014 – 02 June 2015
Option II	03 June 2015 – 02 June 2016

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative  
Michael P Riley, N31  
2600 Tarawa Ct. STE 250  
Virginia Beach, VA 23459  
michael.p.riley1@navy.mil  
757-462-7325

### Accounting Data

SLINID	PR Number	Amount
5000	N6302313RC00083	[REDACTED]
LLA :		
AA 1731804 60TA 253 63023 068892 2D C00083 63023300987Q		
6000	N6302313RC00083	[REDACTED]
LLA :		
AA 1731804 60TA 253 63023 068892 2D C00083 63023300987Q		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must 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



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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.

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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.

(End of Clause)

**5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (Jan 1992)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below 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 difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering 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 delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering 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.

Labor Categories

Minimum Requirements

**SEE PWS FOR REQUIREMENTS**

(End of Clause)

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## **SECTION I CONTRACT CLAUSES**

### **09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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## SECTION J LIST OF ATTACHMENTS

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