

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-12-D-6778		2. DELIVERY ORDER NO. NW01		3. EFFECTIVE DATE 2013 Sep 30		4. PURCH REQUEST NO. N5702513RC026CG		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200			CODE N00244		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR ADS, INC 621 Lynnhaven Parkway, Suite 400 Virginia Beach VA 23452-7369			CODE ICAY9		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

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

ADS, INC [REDACTED]

NAME OF CONTRACTOR	SIGNATURE	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	22. UNIT PRICE	23. AMOUNT
	See Schedule				

**If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA	25. TOTAL	[REDACTED]
09/28/2013 CONTRACTING/ORDERING OFFICER	26. DIFFERENCES	

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
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE	g. E-MAIL ADDRESS	32. PAID BY	
		33. AMOUNT VERIFIED CORRECT FOR	

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT COMPLETE	34. CHECK NUMBER
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	PARTIAL	35. BILL OF LADING NO.
		FULL	

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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GENERAL INFORMATION

The solicitation and subsequent award of a task order is hereby issued as unrestricted within Seaport-e.

This requirement was being being performed by AT&T Government Solutions under under N00178-05-D-4193-NW01.

The terms Contracting Officer Representative (COR) and Task Order Manager (TOM) are synonymous.

The following changes to the RFP are hereby incorporate by this amendment.

Note: Due to Seaport-e technical problems the Section M Evaluation did not post in the RFP.

AMENDMENT 0001:

Questions asked:

(Q1: Who is the incumbent contractor?

A: AT&T Government Solutions, N00178-05-D-4193-NW01. Services are not being performed as of today. This information was posted in the initial release of the RFP on page 2 - General Information.

Q2: Section M Evaluation did not post in RFP.

A: Section M Evaluation has been added as an attachment.

Q3: Can the RFP be extended?

A: Solicitation closing date is extended and will close on May 9, 2013, 1500 pm, pst.

Q4: Why would a DCAA poc be required for a FFP requirement? Is a cost approved accounting system required?

A: Section L revised to remove references to DCAA. Requirement is for a FFP order and an approved cost accounting system is not a specific requirement.

Q5: Can more than one resume be submitted?

A: Section L revised to add, a maximum of two resumes can be submitted in an offerors proposal.

Q6: How many options are planned for pricing purposes?

A: Section L revised to correct - base year and two one year options.

Q7: Can or should we include a transmittal document and if so should we include as a separate attachment/document or include in a volume? Would it count towards page count?

A: A cover letter or transmittal document is acceptable and will not count towards page count.

Q8: Is it acceptable to hand deliver the hard cop;ies of the proposal, rather than mail them?

A: For contractors that are in the greater San Diego area a hand delivery is acceptable. To reiterate all proposals mailed, or hand delivered and copies in seaport-e are to be submitted on May 9, 2013, 1500 pm, pst.

End of amendment 0001.

AMENDMENT 0002:

(1) Revise "Section M Evaluation Factors for Award, para Basis for Award" to remove statement:

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The Government plans to award the contract as a Small Business Set-Aside using best value procurement methodology under FAR Part 15.

Add: The Government plans to award the contract using best value procurement methodology under FAR Part 15.

End of amendment 0002.

Amendment 0005 removes references to DCAA in Section L and leave the requirement for vendors to submit a six month priced option.

Amendment 0006 - Section H, Security Requirments, amendment removes the second paragraph of this section.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
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5000	R706	Training Specialist Data Specialist/Analys t - Base Year (O&MN,N)	12.0	MO	██████████	██████████
8000	R706	Individual Training Data Specialist/Analys t - Option Year I (O&MN,N) Option	12.0	MO	██████████	██████████
8100	R706	Individual Training Data Specialist/Analys t - Option Year II (O&MN,N) Option	12.0	MO	██████████	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

For Individual Training Specialist/Data Analyst

COMNAVAIRPAC SAN DIEGO CA 92135

1.0 SCOPE

General. This Statement of Work (SOW) identifies and defines the management and technical services requirements for Training Specialist & Data Analyst, in support of Commander Naval Air Force, Pacific (COMNAVAIRPAC) San Diego, CA.

1.1 Background. COMNAVAIRPAC Code N71 has a requirement for an Training Specialist/Data Analyst to assist staff subject matter experts in defining and reviewing the requirements for, analyze the completion of, and project the demand signal for individual training course requirements for aircraft carriers, aviation squadrons, and other subordinate commands. The Training Specialist/Data Analyst reviews COMNAVAIRPAC and other authoritative guidance which establishes individual training requirements, and coordinates with COMNAVAIRPAC, other Type Commander (TYCOM), and other training stakeholders to validate and modify individual training requirements. The Training Specialist and Data Analyst reviews individual training course data in the Navy Training and Management Planning System (NTMPS), Fleet Training and Management Planning System (FLTMPS), Catalog of Navy Training Courses (CANTRAC), Enterprise Naval Training Reservation System (eNTRS) and provides approved changes requests to implement COMNAVAIRPAC training policy. The Training Specialist/Data Analyst also analyzes course demand signals and course completion data for trends to identify potential training shortfalls.

2.0 SPECIFIC REQUIREMENTS

The following sections outline the specific task order requirements, performance indicators, associated standards, and Government quality assurance methods. Sections 2.0 and 3.0 work together to describe the tasks and performance measurements associated with this task order.

2.1 Position Description Management and Classification

2.1.1 The contractor's primary responsibility is to maintain accurate and up-to-date individual training requirements in FLTMPS for all officer and enlisted individual training requirements for COMNAVAIRPAC and all COMNAVAIRPAC subordinate commands. (daily M-F)

2.1.2 The contractor makes recommendations to COMNAVAIRPAC N71 regarding changes to the individual training requirement maintained in FLTMPS in order to comply with policy established by COMNAVAIRPACINST 3500.20 (series), other COMNAVAIRPAC guidance, or policies and guidance established by higher authority. The contractor shall establish and maintain liaison with Naval Education and Training Command (NETC), Naval Education and Training Professional Development and Technology Center (NETPDC), fleet training centers, Enlisted Placement Management Center (EPMAC), Navy Manpower Analysis Center (NAVMAC), Commander, Fleet Forces Command (CFFC), Commander, Pacific Fleet (CPF), Naval Systems Command (SYSCOMs), other type commanders, and other commands as necessary to support the development, establishment, and execution of COMNAVAIRPAC individual training policies and requirements. (daily M-F, as required)

2.1.3 The contractor tracks and reports the creation, deletion, and modification of individual training requirements through NTMPS/FLTMPS. (daily M-F, as required)

2.1.4 The contractor collects data from FLTMPS and other sources as required and generates reports to assist the COMNAVAIRPAC staff and fleet users managing COMNAVAIRPAC individual training requirements. (daily M-F)

2.1.5 The contractor identifies current and projected individual training shortfalls and recommends corrective action. (daily M-F)

2.1.6 The contractor briefs Senior Management, Department Heads and Head of Activity on process status. (monthly, as required)

2.1.7 The contractor collects and analyzes individual training data as needed for N71 staff members. (daily M-F, as required)

2.1.8 The contractor shall possess knowledge, experience and proficiency with the following computer based programs: Navy Training and Management Planning Systems (NTMPS), Fleet Training and Management Planning System (FLTMPS), Catalog of Navy Training Courses (CANTRAC), Enterprise Naval Training Reservation Systems (eNTRS) and CV-SHARP. The contractor shall possess the ability to learn other existing programs and future programs that may be developed to support the Navy's training operations.

2.1.9 The contractor conducts routine visits to U.S. Navy ships located at Naval Air Station North Island to provide FLTMPS training and provide analysis of current and future individual training requirements and proposed solutions. (3-5 times annually, as required)

2.1.10 The contractor provides FLTMPS and COMNAVAIRPAC individual training policy training to COMNAVAIRPAC staff personnel and prospective Commanding Officers, Executive Officers, and Department Heads assigned temporarily to COMNAVAIRPAC while as part of the enroute training. (monthly, as required)

2.1.11 The contractor maintains a historical database of all FLTMPS issues and changes. (weekly)

2.1.12 The contractor communicates with ships, squadrons, Afloat Training Group (ATG), fleet learning centers, and other outside entities to resolve FLTMPS training requirement issues. (daily M-F, as required)

2.1.13 The contractor provides updated FLTMPS training reports to N7 personnel, ships and squadrons. (weekly)

2.1.14 The contractor participates in annual school requirement reviews via teleconference with appropriate stakeholders. (5-10 times annually)

2.1.15 The contractor provides practical (hands-on) training and informational briefings for perspective Commanding Officers, Executive Officers, and Department Heads assigned temporarily to COMNAVAIRPAC while as part of the enroute training regarding COMNAVAIRPAC N71 operational procedures as well as the training status of their perspective commands. (4-8 times annually)

2.2 Quality Assurance and Surveillance Plan

Task Performance	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan
COMNAVAIRPAC N71 Individual Training program support and data analysis.	Provide performance results to the task described in the scope of work.	All tasks must be performed accurately.	All task actions must contain no more than 5% inaccuracies. Task actions must be completed within assigned periods 95% of the time.	Deliverables must be submitted not later than ten days after completion of tasking. Monthly review by Government and Contractor Representatives on the quantity and quality of services provided and adherence to the SOW. Customer feedback. On-site random checks by Government Representative. Government oversight of review/comment/approval process and timeliness. On-going government review of contractor performance.

3.0 INCENTIVES

3.1 Positive incentives for the tasks described in section 2.0 are use of documentation by the client representative of lower costs and higher quality levels achieved by the Contractor in future task order evaluations of past performance.

4.0 PROGRESS REPORTS

4.1 The contractor shall be required to provide bi-weekly status reports on work accomplished and issues hindering completion of tasks.

4.2 Upon return from travel, contractor shall provide report summarizing results of travel.

5.0 PLACE/PERFORMANCE AND PLACE OF DELIVERY

5.1 Place of Performance: Work will be performed on Government site using government office space and equipment as provided by Commander Naval Air Force, San Diego, CA.

5.2 Period of Performance: Base year plus two one year option periods as follows:

5.2.1 Base period: 30 September 2013 – 29 September 2014, estimated 2,000 hours;

5.2.2 Option I: 30 September 2014 – 29 September 2015, estimated 2,000 hours;

5.2.3 Option II: 30 September 2015 – 29 September 2016, estimated 2,000 hours;

5.3 Place of Delivery: Delivery of all products shall be made to:

CNAP Individual Training Office
COMNAVAIRPAC Code N71
Building 11, Room 249, (potential change of location to Bldg. 91, TBD)
Naval Air Station North Island
San Diego CA 92135-7051
Note: Possible change of location to Bldg 91 pending

6.0 NOTES/SPECIAL INSTRUCTIONS

6.1 Technical Assistant (TOM): The Task Order Manager for this effort is:

[REDACTED]
COMNAVAIRPAC Code N71
Building 91, Room 222
Naval Air Station North Island
San Diego, CA 92135-7051
[REDACTED]

7.0 **TRAVEL**: Some travel to aircraft carriers (CVNs) located onboard Naval Air Station, North Island CA and other shore based commands within the local San Diego may be required in support of this task

8.0 **HOURS OF WORK**: Contractor personnel are expected to conform to customer agency normal operating hours, not to exceed 40 hours per week. Overtime – work performed beyond a normal 40-hour work week - may be required. Estimated overtime is not expected to exceed 5 hours/week.

9.0 MATERIAL

9.1 There is no material or miscellaneous acquisitions authorized to accomplish this SOW.

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9.2 Government Furnished Material/Equipment/Information (GFM/GFE/GFI): The Government will provide necessary office space, required office equipment and supplies, and access to telephone/fax machine for official business calls. No personal computers or IT devices are allowed to be used by the Contractors in the execution of this task order.

10.0 SECURITY

10.1 There is no security clearance requirement for this contract other than that needed to obtain a CAC. Contractor personnel will need access to NMCI and various DOD and DON websites to accomplish the tasks of this work statement, which requires issuance of a CAC. The Contractor shall coordinate and ensure personnel obtain Common Access Cards (CAC) required to allow Contractor personnel access various DOD networks and designated work spaces.

10.2 Initial DOD Contractor eligibility for issuance of a CAC is physical access to federal facilities and installations and logical access to DOD networks, including but not limited to Navy Marine Corps Internet (NMCI), Command Websites, and SharePoint. Contractors required to have a CAC to access government systems, or a particular installation shall be required to pass a trustworthy National Agency Check plus Written Inquiries with Credit Check (NACI), in accordance with DTM-08-003 or latest guidance, at no cost to the government, prior to being allowed to work under this PWS.

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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

Inspection and acceptance of the services to be performed shall be conducted by the designated Government representative at Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000 9/30/2013 - 9/29/2014

CLIN - DELIVERIES OR PERFORMANCE

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

5000 9/30/2013 - 9/29/2014

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

8000 9/30/2014 - 9/29/2015

8100 9/30/2015 - 9/29/2016

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the required CLINs are shown below.

5000 30 September 2013 - 29 September 2014 Base Year
8000 30 September 2014 - 29 September 2015 Option Year I
8100 30 September 2015 - 29 September 2016 Option Year II

Services to be performed hereunder will be provided at:

CNAP
Individual Training Office
COMNAVAIRPAC code N71
Building 11, room 249 (possible change to building 91, TBD)
Naval Air Station, North Island
San Diego, CA 92135

Place of performance dictated by the Performance Work Statement.
52.242-15 Stop Work Order (AUG 1989) Alternate I
52.247-34 FOB Destination

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION PLAN

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
 - d. Arranging the post award conference (see FAR 42.503).

[REDACTED]
Contracting Officer
FLCSD, Contracts Dept., Code 240
3985 Cummings Road
San Diego, CA 92136

[REDACTED]
Alternate poc:

[REDACTED]
Contract Specialist, FLCSD, Code 240
[REDACTED]

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein. Post award administration of this Task Order will be retained by FLCSD, Code 200.

3. Invoicing will be accomplished by utilization of the Wide Area Workflow (WAWF) system. The contractor shall create a monthly invoice in the WAWF. The contractor shall also submit a regular paper invoice on a monthly basis and submit to the Task Order Manager (TOM). The TOM shall review the invoice for accuracy and consistency with the terms and conditions established in the task order.

The contractor shall prepare a standard commercial invoice and one copy that shall contain the following data elements in order for the invoice to be considered proper for payment:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice;

Upon final review and acceptance of the invoice by the TOM, the authorized CNAF WAWF acceptor and certifier will perform final processing for acceptance and certification of the invoice in the WAWF system that will

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facilitate the processing of the payment to the contractor.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented. As indicated on page one of the task order. (HQ0338)

5. TASK ORDER MANAGER is responsible for:

- 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 certification of invoice for payment, exercising of options.


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 task order, or until the issue has otherwise been resolved.



THE TOM IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

Designated TOM:


 COMNAVAIRPAC, Code N71


Accounting Data

SLINID	PR Number	Amount
5000	N5702513RC026CG	
LLA :		
AA 1731804 70AE 250 57025 H 068688 2D C026CG 570253RGR7QQ		

BASE Funding 
 Cumulative Funding 

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

CONTRACTOR MANPOWER REPORTING LANGUAGE FOR CONTRACT PERFORMANCE WORK STATEMENTS and Related Background Information

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the Training Specialist/Data Analyst for CNAF (N57025), San Diego, CA**] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

ORGANIZATIONAL CONFLICT OF INTEREST

A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The solicitation and resulting Task Order require the contractor, herein defined, to provide management support, professional consulting services, or other administrative support to the Afloat Training Group, San Diego (activity).

The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this Task Order are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this Task Order will not be improperly exploited to affect competition or released in contravention of the Trade Secrets Act or the Privacy Act.

B. Definitions

- (1) "Contractor" means the firm awarded this contract or Task Order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an Offeror in

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response to any solicitation related to or resulting from the procurement;

(3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract or Task Order;

(4) "Interest" means organizational or financial interest;

(5) "Term of this Task Order" means the period of performance of any Task Order issued with this restriction, including any extensions thereto; and

(6) "Contracting Officer" is the warranted Government official signing this contract or Task Order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

C. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this solicitation, the Offeror warrants that neither it, nor its affiliates, is an interested Offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial.

D. PROSPECTIVE RESTRICTIONS ON CONTRACTING

The Contractor agrees that until such time as the current Task Order is completed, neither it nor its affiliates shall:
a) propose in response to any requirements arising out of this Task Order; b) create for themselves an interest in any contract related to or resulting from the current consulting Task Order; or, c) consult or discuss with any potential Offeror any aspects of work under the Task Order.

E. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract or Task Order cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. Copies of all such agreements shall be forwarded to the Contracting Officer. If no agreement is reached the Contractor shall cease any further actions resulting in accessing third-party tradeseecret information and contact the Contracting Officer for further guidance.

Under no circumstances shall data obtained as a result of this contract be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

F. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this Task Order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

SECURITY REQUIREMENTS

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Security classifications of the work to be performed will be unclassified. NOTE: Foreign nationals may be submitted as candidates for unclassified positions.

Facilities. The government shall furnish the facilities required to house and maintain proper and efficient work areas for data ranging up through Secret.

INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 2005)

HOURS OF OPERATION AND HOLIDAY SCHEDULE

The Holidays applicable to this order are:

New Year's Day, 1 January

Martin Luther King's Birthday, Third Monday in January

President's Birthday, Third Monday in February

Memorial Day, Last Monday in May

Independence Day, 4 July

Labor Day, First Monday in September

Columbus Day, Second Monday in October

Veteran's Day, 11 November

Thanksgiving Day, Fourth Thursday in November

Christmas Day, 25 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

PASSES AND BADGES:

All contractor employees shall obtain the required employee passes. The Government will issue badges without charge. When an employee leaves the contractor's service, the employee's Government pass and badge shall be returned within 10 days. The contractor personnel shall carry company employment identification with them at all times. Subcontractor employees must register with Security. They will be issued a temporary Government badge and must be escorted by a contractor employee with a permanent badge at all times.

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order as identified in Attachment(1) - No property furnished.

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SECTION I CONTRACT CLAUSES

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 30 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 three years.

ALL THE PROVISIONS OF SECTION I CLAUSES IN ACCORDANCE WITH THE BASIC SEAPORT-E MAC CONTRACT APPLY TO THIS TASK ORDER PLUS THE FOLLOWING:

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
 52.223-6 DRUG-FREE WORKPLACE (MAY 2000)
 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)
 52.232-18 AVAILABILITY OF FUNDS (APRIL 1984)
 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITY (AUG 1999)
 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
- 252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

COMBO

(Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

Insert inspection and acceptance locations: CNAF, (N57025) NORTH ISLAND, SAN DIEGO, CA 92135

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00244
Admin DoDAAC	S2404A
Inspect By DoDAAC	N57025
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N57025
Service Approver (DoDAAC)	N57025
Service Acceptor (DoDAAC)	N57025
Accept at Other DoDAAC	N/A
LPO DoDAAC	N57025
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

Catherine Crep, CNAF, catherine.crep@navy.mil

(g) *WAWF point of contact.*

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

“Not applicable”

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

DD254

Wage Determination: BASE YEAR PERIOD OF PERFORMANCE:

WD 05-2057 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2057
 Diane C. Koplewski Division of | Revision No.: 14
 Director Wage Determinations| Date Of Revision: 06/19/2013

State: California

Area: California Counties of Imperial, San Diego
