



DEPARTMENT OF THE NAVY
NAVSUP FLEET LOGISTICS CENTER JACKSONVILLE
P.O. BOX 97
NAS JACKSONVILLE, FLORIDA 32212-0097

J&A Number: 15-024

JUSTIFICATION AND APPROVAL FOR USE OF SOLE SOURCE

1. **CONTRACTING ACTIVITY:** NAVSUP Fleet Logistics Center Jacksonville
2. **DESCRIPTION OF ACTION BEING APPROVED:** Award of a bridge contract on a sole source basis to Alutiiq Pacific LLC for a continuation of logistic support services in support of the Yokosuka, Japan Operating Area of Responsibility (AOR).
3. **DESCRIPTION OF SUPPLIES/SERVICES:** The requirement covers non-personal logistic support services to include Administrative Support and Clerical Services, Quarters Management, Health Services, Information and Arts, Information Technology, Instructional and Training Services, Mechanics and Maintenance and Repair, Plant and System Operation, Engineering/Technical Support, Mobile Equipment Operation, Financial Management, Specialized Technology, Industrial Services, and General Services and Support in the Fleet Logistics Center Yokosuka (FLCY) Japan AOR.

The estimated period of performance and value of the bridge contract is 15 March 2015 through 31 August 2015 with a value of \$2,715,638.92. Fiscal Year 15 OMN funds in the amount of \$1M will be available for this acquisition and obligated on task orders.

4. **STATUTORY AUTHORITY PERMITTING SOLE SOURCE:** Section 4202 of the Clinger-Cohen Act of 1996 – a sole source acquisition under the authority of the test program for certain commercial items, as implemented by FAR 13.501(a).

5. **RATIONALE JUSTIFYING USE OF CITED STATUTORY AUTHORITY:** Approval is being sought for a sole source contract based on unusual and compelling urgency.

The current contract for logistic support services to support the FLCY Japan AOR was awarded to Alutiiq Pacific LLC as an 8(a) sole source Hybrid Indefinite Delivery/Indefinite Quantity contract with Firm-Fixed Price (FFP) and Cost Plus Fixed Fee (CPFF) type CLINS on 7 September 2012 with an ordering period that extended through 30 June 2014. Twenty-one of the remaining 37 task orders will expire between 16 March and 26 September 2015.

The follow-on requirement is in the pre-award stage and a competitive solicitation was posted on the Government Point of Entry on 27 January 2015 with a closing date of 26 February 2015.

Due to unforeseen events which occurred during the approval process of the follow-on requirement, it was determined that insufficient time remains to award the new contract before the remaining task orders' expiration dates. A bridge contract is required to allow new task orders to be placed in order to avoid a disruption of critical support services.

The customer has confirmed that the requirement continues to exist as does the need for a follow-on contract.

It is imperative that logistics support services continue without interruption as lack of support or discontinuation of services would have a significant impact on the mission of the Western Pacific Global Logistics Support and cause harm to Yokosuka, Japan Operating Area of Responsibility (AOR) which is comprised of U.S. Navy, U.S. Marine Corps and other Department of Defense (DoD) and federal activities within the 7th Fleet AOR.

The services that would lapse include programmatic, supply, administrative, travel and clerical, human resources, public affairs, credentialing program, computer programming, referral management and medical home administrative support services for the U.S. Naval Hospitals in Okinawa and Yokosuka; as well as support to the 3rd Dental Battalion in Okinawa. Disruption of these support services would impact the ability of these facilities to provide critical medical and dental services not only to service members but also to their spouses and dependents.

Under the current contract, the incumbent Alutiiq Pacific LLC has all required resources in place. The Contractor has the technical expertise in providing these services at Yokosuka, Japan AOR for the past two years and six months, and demonstrates the willingness to continue supporting the Government under the bridge contract until the follow-on requirement is awarded. In addition, for the duration of the current contract, Alutiiq Pacific LLC has performed in a satisfactory manner.

6. DESCRIPTION OF EFFORTS MADE TO SOLICIT OFFERS FROM AS MANY OFFERORS AS PRACTICABLE: The proposed bridge contract action is for a five-month period. It is not practical to solicit other offers for this immediate effort due to its urgency. It is unlikely that another source could be located to perform these services in Yokosuka Japan on such short notice. This action must be in place by 15 March 2015 in order to prevent a break in services. The follow-on contract is currently being competed.

7. DETERMINATION OF FAIR AND REASONABLE COST: The Contracting Officer has determined the anticipated cost to the Government of the services covered by this J&A will be fair and reasonable.

8. ACTIONS TO REMOVE BARRIERS TO COMPETITION: The follow-on requirement is a being processed as a competitive 8(a) requirement.

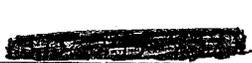
9. Contracting Activity Point of Contact: NAVSUP Fleet Logistics Center Jacksonville, FL point of contact is: Ms. Clarice Poitier at (904) 542-1166; DSN 942-1166; email: clarice.poitier@navy.mil.

CERTIFICATIONS AND APPROVAL

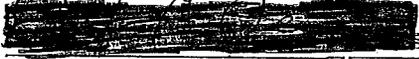
TECHNICAL/REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this Justification and its supporting acquisition planning documents, except as noted herein, are complete and accurate to the best of my knowledge and belief.

Technical Cognizance:

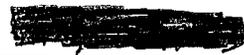
   3/2/15
Signature (PROGRAM MANAGER) Name (Printed) Phone No. Date

Requirements Cognizance:

   02 MAR 2015
Signature (O-6/GS-15 OR ABOVE) Name (Printed) Phone No. Date

LEGAL SUFFICIENCY REVIEW

I have determined this Justification is legally sufficient.

   3-2-15
Signature Name (Printed) Phone No. Date

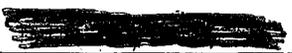
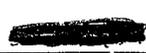
CONTRACTING OFFICER CERTIFICATION

I certify that this Justification is accurate and complete to the best of my knowledge and belief. To the extent that the J&A value is between \$150K and \$650K, the Contracting Officer's signature below also represents approval of the J&A.

   March 02, 2015
Signature Name (Printed) Phone No. Date

CONTRACTING ACTIVITY COMPETITION ADVOCATE REVIEW

To the extent that the J&A value is between \$150K and \$12.5M, the Competition Advocate's signature below also represents approval of the J&A.

   3/2/15
Signature Name (Printed) Phone No. Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N4493015RQJAPAN4BRIDGE		PAGE 1 OF 39	
2. CONTRACT NO. N68836-15-D-0007		3. AWARD/EFFECTIVE DATE 12-Mar-2015		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-15-T-0068	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CLARICE L. POITIER		b. TELEPHONE NUMBER (No Collect Calls) 904-542-1166		6. SOLICITATION ISSUE DATE 06-Mar-2015	
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIVISION CLARICE POITIER BLDG 110 3RD FLOOR NAS JACKSONVILLE FL 32212-0097 TEL: 904-542-1166 FAX: 904-542-1095		CODE N68836		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 27.5 NAICS: 561320		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500		CODE N62649		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR ALUTIQ PACIFIC, LLC, SANDRA CHANDLER 3909 ARCTIC BLVD STE 400 ANCHORAGE AK 99503-5710 TEL. 757-227-9951		CODE 515D4 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS CLEVELAND NORFOLK ACCOUNTS PAYABLE P O BOX 998022 N68732 CLEVELAND OH 44199-8022			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
					\$1,659,548.98		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE N68836-15-T-0068 <input checked="" type="checkbox"/> OFFER DATED <u>09-Mar-2015</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
			<i>Clarice Poitier</i>			12-Mar-2015	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CLARICE L. POITIER / CONTRACT SPECIALIST TEL: 904-542-1166 EMAIL: clarice.poitier@navy.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1,594,461.74	Lot	\$1.00	\$1,594,461.74

LOGISTIC SUPPORT SERVICES
FFP

The Contractor shall provide all the necessary direct labor, supervision, management, materials and equipment, except materials and equipment specified as Government Property Furnished (GPF), to meet the performance objectives within the Performance Work Statement for each subsequent task order issued for NAVSUP Fleet Logistics Center Yokosuka (FLC Yokosuka) Operating Area of Responsibility (AOR).

Period of Performance: 15 March 2015 through 31 August 2015

Note: Individual Tasks Orders issued under this bridge contract shall not exceed five months.

FOB: Destination
MILSTRIP: N4493015RQJAPAN4BRIDGE
PURCHASE REQUEST NUMBER: N4493015RQJAPAN4BRIDGE
SIGNAL CODE: A

MAX NET AMT	\$1,594,461.74
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		55,087.24	Lot	UNDEFINED	\$55,087.24

OTHER DIRECT COSTS
COST

ODC expenses (Not to Exceed - NTE) are established under this line item IAW the PWS TASK 18.0. For purchase or rental of material, supplies, or equipment items must be authorized in the task order in order for the costs to be reimbursed by the Government. The NTE amount (\$55,087.24) is the maximum amount reimbursable under this period of performance. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

Period of Performance: 15 March 2015 through 31 August 2015

FOB: Destination

MILSTRIP: N4493015RQJAPAN4BRIDGE

PURCHASE REQUEST NUMBER: N4493015RQJAPAN4BRIDGE

SIGNAL CODE: A

MAX COST \$55,087.24

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0003		1	Lot		

MONTHLY REPORTS
FFP

Monthly Contract Status Reports - Data in accordance with the Contract Data Requirements List, DD Form 1423.

Note: Line item 0003 is not a separately priced line item.

Period of Performance: 15 March 2015 through 31 August 2015.

FOB: Destination

MILSTRIP: N4493015RQJAPAN4BRIDGE

PURCHASE REQUEST NUMBER: N4493015RQJAPAN4BRIDGE

SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		10,000	Lot	UNDEFINED	\$10,000.00

TRAVEL
COST

GOVERNMENT TRAVEL EXPENSES ARE ESTABLISHED UNDER THIS LINE ITEM NOT TO EXCEED (\$10,000.00). Travel in OCONUS and CONUS may be required in support of this contract IAW the PWS TASK 19.0. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

Period of Performance: 15 March 2015 through 31 August 2015

FOB: Destination

MILSTRIP: N4493015RQJAPAN4BRIDGE

PURCHASE REQUEST NUMBER: N4493015RQJAPAN4BRIDGE

SIGNAL CODE: A

MAX COST \$10,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-MAR-2015 TO 31-AUG-2015	N/A	NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination	N62649
0002	POP 15-MAR-2015 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0003	POP 15-MAR-2015 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0004	POP 15-MAR-2015 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT****OCONUS LOGISTICS SUPPORT SERVICES****JAPAN4BRIDGE****1.0 INTRODUCTION**

The purpose of this contract is to provide U.S. Navy and U.S. Marine Corps customers, in the Fleet Logistics Center Yokosuka (FLC-Yokosuka) Japan Operating Area with a responsive, efficient, and reliable means of obtaining non-personal temporary services support on an as-needed basis to meet the needs of their operational objectives.

2.0 BACKGROUND

This is a bridge contract to allow for the continuation of critical logistic support services until the competitive follow-on contract to N68836-12-D-0002 can be awarded.

This Contract is for non personal temporary logistics support services for Outside the Continental United States (OCONUS) in the following functional areas:

- Administrative Support and Clerical Services
- Quarters Management Services
- Health Services
- Information and Arts
- Information Technology
- Instructional and Training Services
- Mechanics and Maintenance and Repair
- Plant and System Operation
- Engineering/Technical Support

Mobile Equipment Operation
 Financial Management
 Specialized Technology
 Industrial Services
 General Services and Support

It is anticipated that this contract will be awarded and individual task order requirements will be issued by Procurement Contracting Officers (PCOs). Task orders will be performance-based and may contain both Cost and Firm Fixed Price (FFP) type CLINS. Cost and FFP task orders may not exceed five months.

3.0 APPLICABLE DOCUMENTS

The Contractor shall adhere to the most current version of the following documents in accordance with Section 7.0, Performance Requirements.

- a. OPNAV Instruction 5530.14E, Navy Physical Security and Law Enforcement Program.
- b. DoD 5220.22-M, National Industrial Security Program Operating Manual.
- c. OPNAVINST 5090.1C, Environmental Readiness Program Manual
- d. OPNAVINST 5100.23G, NAVOSH Program Manual.
- e. DoD 8570.01-M, Information Assurance Workforce Improvement Program.
- f. SECNAV M-5510.30, DoN Personnel Security Program Manual.
- g. Publication - NAVSUP P484
- h. Publication - NAVSUP P485
- i. NAVSUP P-486, Food Service Management
- j. NAVSUP P-421, Food Operations Reference Manual
- k. NAVMED P-5010, Manual of Naval Preventive Medicine
- l. Joint Personnel Adjudication System (JPAS)
- m. Defense Security Service - Electronic Fingerprint Capture for Industry of January 2013
- n. Under Secretary of Defense Memorandum - DoD Transition to Electronic Fingerprint Capture and Submission in Support of Background Investigations of July 29, 2013.
- o. NAVSUP P-538, Management of Material Handling Equipment (MHE)
- p. OPNAVINST 4460.1A, Shipboard Mobile Support Equipment (SMSE)

The Federal DoD, Navy, local regulations and policies listed above can be located by visiting the applicable website listed below:

NAVSUPINST <https://nlll.ahf.nmci.navy.mil/cml>
 OPNAVINST <http://doni.daps.dla.mil/OPNAV.aspx>
 DOD Directives <http://www.dtic.mil/whs/directives>
 SECNAVINST <http://doni.daps.dla.mil/SECNAV.aspx>
 NAVMED <http://www.med.navy.mil/directives/Pages/Publications.aspx>
 NAVSUP P421 <http://www.vssm.org/tor/navsup-p421>
 NAVSUP P484 <http://www.vssm.org/tor/navsup-p484>
 NAVSUP P485 <http://www.vssm.org/tor/navsup-p485>
 NAVSUP P486 <http://www.vssm.org/tor/navsup-p486>
 NAVSUP P538 <http://www.vssm.org/tor/navsup-p538>

Additional applicable documents will be identified in the individual task orders.

4.0 ACRONYMS

AQL	Acceptable Quality Level
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number

COR	Contracting Officer's Representative
COSAL	Consolidated Shipboard Allowance List
DGR	Designated Government Representative
DLR	Depot Level Repairable
DMLSS	Defense Medical Logistics Standard Support
DOD	Department of Defense
DODAAC	Department Of Defense Activity Address Code
DOL	Department of Labor
DON	Department of the Navy
DONCAF	Department of the Navy Central Adjudication Facility
DTO	Direct Turn Over
FAD	Facility Access Determination
FAR	Federal Acquisition Regulations
FFP	Firm Fixed Price
FLC	Fleet Logistics Center
FSO	Facility Security Officer
GLS	Global Logistics Support
GPF	Government Property Furnished
IAW	In Accordance With
IT	Information Technology
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulations
NACLS	National Agency Check, Local Agency Check and Local Credit Check
NAVMED	Naval Medical Command
NAVSUP	Naval Supply Systems Command
NSN	National Stock Number
NTE	Not to Exceed
ODC	Other Direct Costs
OPM	Office of Personnel Management
PCL	Personnel Security Clearance
PCO	Procuring Contracting Officer
PII	Personally Identifiable Information
RRAM	Real-time Reutilization Asset Management
SCI	Sensitive Compartmented Information
SECNAV	Secretary of the Navy
SRF-JRMC	Ship Repair Facility Japan Regional Maintenance Center
TA	Technical Assistant
TIMS	Transportation Information Management System
WAWF	Wide Area Work Flow

5.0 SCOPE

The Contractor shall provide all necessary direct labor, supervision, management, and materials and equipment, except those material and equipment specified as Government Property Furnished, to meet the performance objectives defined in the performance work statement for each individual task order issued hereunder.

The non-personal services to be provided will include diverse disciplines as described in Section 6.0 as follows:

6.0 SUMMARY OF REQUIREMENTS

6.1. NON-PERSONAL TEMPORARY SUPPORT SERVICES: The Contractor shall provide services in the following areas (the following list may not be all inclusive):

- a. Administrative Support and Clerical Services to include Administrative Assistants, Secretaries, Personnel Assistants, Personnel Specialists, and Travel Clerks;
- b. Quarters Management Services to include Housing Referral Assistants;
- c. Health Services to include Administrative Clerks, Medical Records Clerks, Medical Records and Health Information Technicians, Medical and Clinical Laboratory Technologists and Laboratory Technicians;
- d. Information and Arts to include Technical Writers, Library Technicians, Librarians, and Supply Systems Analysts;
- e. Information Technology to include Computer Analysts, Computer Programmers, Computer Specialists, Data Base Programmers and Key Entry Operators;
- f. Instructional and Training Services to include Instructional Technicians;
- g. Mechanics and Maintenance and Repair to include General Maintenance and Repair Workers, Heavy Vehicle and Mobile Equipment Service Technicians;
- h. Plant and System Operation to include Environmental Technicians and Specialists and Recycling Workers;
- i. Engineering/Technical Support to include Electronic Technicians;
- j. Mobile Equipment Operators to include Delivery Truck drivers, Heavy and Tractor-Trailer Truck Drivers, and Material Moving Machine Operators;
- k. Financial Management to include, Accounting Clerks;
- l. Specialized Technology to include Electronic Technicians,
- m. Industrial Services to include Electronic Technicians, Industrial Machinery Mechanics and Maintenance Workers, and Heavy Vehicle and Mobile Equipment Service Technicians;
- n. General Services and Support to include Integrated Logistics Specialists, Stock Clerks, Program Analysts, Program Managers, Warehouse Specialists, Supply Technicians, Project Supervisors, Driver Messengers, Janitors, Other Direct Support.

6.2 PERIOD OF PERFORMANCE

15 March 2015 through 31 August 2015

Note: The period of performance of individual task orders issued against this bridge contract shall not exceed five months.

7.0 PERFORMANCE REQUIREMENTS

The Contractor shall provide non-personal temporary labor services in accordance with the basic contract and as required by performance-based task orders. The location and period of performance for each task will be specified in the order.

8.0 PERSONNEL CONDUCT

The Contractor shall be responsible for the selection, assignment, reassignment, transfer, supervision, management, and control of Contractor personnel employed to perform tasks specified herein. The Contractor shall be responsible for the performance and conduct of Contractor and subcontractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the installation, shall

abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ, for performance under this contract, any person whose employment would result in a conflict of interest with the Government's standards of conduct.

9.0 CONTRACTOR RESPONSIBILITIES

a. The Contractor shall be responsible for the control and supervision of Contractor personnel performing under each task order. This includes Contractor employee leave and timekeeping issues. The Contractor is responsible for properly training its employees to recognize the scope of their duties before they commence work on a task order. Contractor personnel must be qualified to perform the duties of their assigned labor classifications at the beginning of the task order.

b. The Contractor shall be responsible for compliance of employees with all safety regulations while working on a Government site. All accidents which may arise out of, or in connection with, performance of required services that result in injury, death, or property damage shall be reported in writing to the Procuring Contracting Officer (PCO) and/or cognizant Contracting Officer Representative (COR) within 24 hours of such occurrence. Reports shall cite the applicable task order number and give full details of the accident, including statements from witnesses. These procedures shall also apply to any claim made by a third party against the Contractor as a result of any accident that occurs in connection with performance under this contract.

c. The Contractor shall be responsible for obtaining any certifications and licenses that may be required for performance under this contract.

d. The Contractor shall attend all post award conferences and periodic progress meetings convened by the Contracting Officer or Contracting Officer's Representative. Meeting attendance and resolution of any outstanding issues shall be at no additional cost to the Government.

e. The Contractor shall promptly remove, or deny access to, any Contractor personnel whose conduct is determined by the Contractor or Government site management to be inconsistent with the best interests of the Government. The Contractor shall continue to perform contract services following the removal of, or denial of access to, said personnel.

10.0 CONTRACTOR LIABILITY

During periods when access to Government material is granted, the Contractor shall exercise precautions necessary to prevent loss or damage due to theft, carelessness, vandalism or any misuse. Nevertheless, the Contractor shall be liable for payment of the cost of material damaged or lost while in Contractor custody. The Contractor shall report in writing all cases of loss, damage, or destruction of Government Property Furnished to the COR as soon as such facts become known, or when requested by the COR.

11.0 WORKING HOURS

These are the anticipated shifts:

a. Work Shifts are as follows:

1st Shift 0500 to 1300

2nd Shift 1300 to 2100

3rd Shift 2100 to 0500

b. Hours outside of normal working hours will not be paid until the employee have exceeded the 40 hours per week. Work shall be 8-hour shifts with 30 minutes unpaid lunch, and will include shift work (1st, 2nd, and 3rd shifts), and weekends. Contractors shall obtain approval of exceptions to the hours of availability from the COR and the PCO.

Normally, a workday will consist of eight hours and conform to the customer's work hours. Hours outside of normal working hours shall be considered an allowable cost only when authorized in the delivery/task order.

c. 2nd Shift – 2nd Shift is defined as work starting between the hours of 13:00 PM and 21:00 PM. Personnel working hours outside of normal working hours from the 1st shift shall not be authorized 2nd shift rates for hours outside of normal working hours commencing in the 2nd shift. Second shift rates will not be paid unless specifically authorized in the Task Order.

d. 3rd Shift – 3rd Shift is defined as work starting between the hours of 21:00 PM and 05:00 AM. Personnel working hours outside of normal working hours from the 2nd shift shall not be authorized 3rd shift rates for hours outside of normal working hours commencing in the 3rd shift. Third shift rates will not be paid unless specifically authorized in the Task Order.

12.0 SHIFT WORK

The Contractor shall establish adequate work shifts to provide required service. Approximately 85% of the tasking ordered shall be performed during the first shift, 5% during the second shift and 10% during the third shift. Shifts shall be established per tasking.

12.1 HOURS OUTSIDE OF NORMAL WORKING HOURS (Charged to the ODC CLIN)

a. Hours outside of normal working hours is on an as-needed basis ONLY. Hours outside of normal hours are authorized for workload surges, to meet customer project milestones, Hurricane Support, dangerous weather conditions and other Acts of God. Contractor shall provide after-hours support for 1st, 2nd and 3rd shifts.

b. The Contractor shall anticipate hours outside of normal working hours, as required on a Task Order basis. Hours outside of normal working hours will be accomplished outside of schedule work shift. Prior authorization for extended hours/hours outside of normal working hours shall be obtained from the COR and the PCO.

c. Hours outside of normal working hours will not be paid until the employee has exceeded the 40 hours per week. **Contractor shall anticipate 5% of total effort will be accomplished outside of normal working hours.**

13.0 SECURITY REQUIREMENTS

Security requirements will be determined by the requiring activity and specified in the individual task orders.

The Contractor shall comply with the latest local security Instructions and the latest version of the OPNAVINST 5530.14E, Ch 1, Series, "Navy Physical Security and Law Enforcement Program," as applicable, and all local security requirements of the work site.

Background Security screening for personnel at commands with a Status of Forces Agreement are determined by local Instructions.

a. Work under this contract and resulting task orders requires access to personally identifiable information (PII) and information protected by the Privacy Act. In addition to the security requirements below, Contractors performing work under this contract and resulting task orders must meet the following criteria: Per SECNAV M5530, all individuals with access to PII or Privacy Act information must be US Citizens. A security clearance is not generally required to perform work under this contract. However, some resulting task orders may require a security clearance.

b. Physical Security (PS) is concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to installations, equipment, materiel, and documents; and to safeguard against espionage, sabotage, damage, and theft. PS involves the total spectrum of procedures, facilities, equipment, and personnel employed to provide a secure environment which include PS of facilities, personnel security, information security, industrial security, and information assurance.

c. Clearance requirements will be specified in the individual task order. For all task orders requiring a security clearance, the Contractor shall provide information to the requesting Command or Commander, Navy Installations Command (CNIC) base security manager necessary to obtain clearances, permits, and security badges which will allow Contractor personnel access to work sites. This shall include any police checks, investigations, or other requirements of the badge issuing activity. Further, the Contractor is responsible for ensuring security badges are promptly returned to the issuing activity upon termination of an employee or completion of a given project. The Contractor shall provide picture identification badges for all employees performing work under the contract. When temporary employees are used for periods of two weeks or less, temporary identification badges without photos may be used. Identification badges shall clearly identify the Contractor's name; the individual's full name and gender; and the employee identification number. Badges shall be worn at all times and clearly displayed while performing work located at a Government facility. Contractor employees' identification badges shall be worn in addition to any security badges or passes required by a host Government activity where work is being performed.

d. Information Assurance. Performance under this contract may require the Contractor to have access to proprietary and/or business sensitive data. The Contractor shall ensure that personnel accessing information systems are properly trained and certified in accordance with DFARS 252.239-7701 and DoD 8570.01-M, "Information Assurance Workforce Improvement Program." Neither the Contractor nor any personnel employed under this contract shall divulge or release data or information developed or obtained under performance of this contract, except to authorize Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, other than as specified in the task order. Disclosure of proprietary data or information regarding operations and services of the requiring activity to persons not entitled to receive it, in connection with work under this contract, may subject the Contractor, Contractor's agent or employees, to criminal or civil liability.

e. Contractor Access to (Unclassified) Information Systems. Department of Navy (DoN) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology. A Contractor employee whose work involves access to sensitive unclassified information warrants a judgment of trustworthiness. Therefore, each Contractor employee shall have a favorably completed investigation equivalent to the National Agency Check with Local Credit Checks (NACLIC). This investigation must be current within 10 years.

f. Reference is hereby made to Navy awarded contracts requiring Contractor access to Navy sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified, Contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLIC) determination. The Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Therefore, all personnel must undergo a NACLIC to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when determinations will be required on the Contractor employees. The following addresses those requirements for Security.

g. DoN will no longer permit the assignment of non-U.S. citizen Contractor personnel to IT-I and IT-II designated positions. Requests to waive the U.S. citizenship requirement for designated IT-II positions may be submitted through the command Security Manager to CNO (N09N2). IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

h. For Contractor personnel who currently have a favorably adjudicated NACLIC, the Facility Security Officer (FSO) will use the visitor certification program in the Joint Personnel Adjudication System (JPAS) or a Visit Authorization Request (VAR) to provide the individual's investigative information to the Security Manager of the command visited. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each person designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year. The Contractor shall comply with all applicable DOD security regulations and procedures during the performance of this contract and resulting task orders. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this contract and resulting task orders. Contractor is required to have

National Agency Check, Local Agency Check and Local Credit Check (NACLCL) in accordance with DOD Instruction 8500.2. Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work.

A NEGATIVE NACLCL DETERMINATION WILL RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE WORKSPACE AND RECORDS. NO FOREIGN NATIONAL WILL BE EMPLOYED ON THIS GOVERNMENT CONTRACT.

"Each Contractor employee shall comply with the HSPD-12 E-Verify FAR Clause 52.222-54, Employment Eligibility Verification"

"Each Contractor employee shall have a favorably completed National Agency Check with Local Agency and Credit Checks (NACLCL)."

i. If Contractor personnel currently have a favorably adjudicated NACLCL, the Contractor shall notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request shall be renewed annually or for the duration of the contract if less than one year. If no previous investigation exists, the Contractor personnel shall complete the requirement for a NACLCL. The NACLCL is processed through the requesting command Security Manager. The NACLCL will be processed through the use of the Electronic Questionnaires for Investigations Processing (e-QIP). Please note: Applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official. Investigative requirements for DON Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of Contractor personnel for security clearance eligibility are processed by the Office of Personnel Management (OPM) and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the Department of the Navy Central Adjudication Facility (DONCAF) is the adjudicative authority for all DON Contractor personnel requiring SCI access eligibility. The e-QIP software can be accessed at the OPM website <http://www.opm.gov/e-qip/index.asp> or <http://www.dss.mil>. The Contractor should provide the completed PSQ for verification or a completed SF-86 to the requesting Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). Applicants can obtain an SF-86 by visiting the OPM website located at: <http://www.opm.gov/forms/html/sf.asp>. The responsibility for providing the fingerprint cards rests with the Contractor. The Contractor Facility Security Officer/Manager (FSO) will review the form for completeness, accuracy and suitability issues. The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the determination. The requesting command will provide written notification to the Contractor advising whether or not the Contractor employee will be admitted to unclassified but sensitive command areas or be provided access to unclassified but sensitive business information. Determinations are the sole prerogative of the commanding officer of the sponsor activity in cases where derogatory information is uncovered. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required. The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

"ALL AUTHORIZED USERS OF DOD INFORMATION SYSTEMS SHALL RECEIVE INITIAL CYBER SECURITY TRAINING/INFORMATION ASSURANCE AWARENESS ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT."

j. Procedures for Completing the Electronic Version of the SF 86. The electronic version of the SF 86 shall be completed jointly by the employee and the FSO or an equivalent Contractor employee(s) who has (have) been specifically designated by the Contractor to review an employee's SF 86.

(1) The FSO or designee shall inform the employee that the SF 86 is subject to review and shall review the application solely to determine its adequacy and to ensure that necessary information has not been omitted. The FSO

or designee shall provide the employee with written notification that review of the information is for adequacy and completeness, information will be used for no other purpose within the company, and that the information provided by the employee is protected by reference (m). The FSO or designee shall not share information from the employee's SF 86 within the company and shall not use the information for any purpose other than determining the adequacy and completeness of the SF 86.

(2) The FSO or designee shall ensure that the applicant's fingerprints are authentic, legible, and complete to avoid subsequent clearance processing delays. The FSO or designee shall retain an original, signed copy of the SF 86, the Authorization for Release of Information and Records, and Authorization for Release of Medical Information until the clearance process has been completed. The FSO or designee shall maintain the retained documentation in such a manner that the confidentiality of the documents is preserved and protected against access by anyone within the company other than the FSO or designee. When the applicant's eligibility for access to classified information has been granted or denied, the retained documentation shall be destroyed.

(3) Upon receiving a favorable adjudication, the Contractor FSO must submit to the Navy Command's Security Manager a 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.

k. Verification of U.S. Citizenship. The Contractor shall require each applicant for a Personnel Security Clearance (PCL) who claims U.S. citizenship to produce evidence of citizenship. Contractors who are not U.S. citizens or are dual citizens with another country will not be eligible for employment.

Acceptable Proof of Citizenship

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

(2) If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.

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

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

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

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

(D) A Certificate of Birth.

(4) A passport, current or expired, is acceptable proof of citizenship.

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

14.0 NAVY COMMERCIAL ACCESS CONTROL

Navy Commercial Access Control is not currently available in Japan as of this date. Once it is available, the Contractor will be required to adhere to the process.

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, Contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent Contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found under "Popular Links" at http://cnic.navy.mil/CNIC_HQ_Site/index.htm.

15.0 GOVERNMENT PROPERTY FURNISHED

The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires contractor personnel to be located on a Government site or installation where the use of Government-provided office space and equipment, e.g., chairs, telephones, and computers, is standard practice will be made available and used by contractor personnel. The contractor shall maintain the assigned office space(s) in a neat and orderly manner. Contractor shall only use Government-provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. Contractor shall not remove any Government-provided items from the worksite without the express written permission of the Contracting Officer's Representative or his/her designated representative.

a. DoD, Navy, and Standard Forms; catalogs; manuals; instructions; publications/ microfiche material identification data; directives; and other related Government documentation the Government deems necessary for contract performance. At the Government's discretion, the data may be provided to the Contractor in CD ROM format.

b. Distribution, inventory, validation, and other documentation specified in individual task orders; specifications and blueprints; microfilm, microfiche readers, and microcomputers (when information is provided in CD ROM format); and work spaces and work desks/tables for performance of task order functions at a Government site. Workspaces will be provided for workers whose effort is ordered on individual task orders and for site managers whose effort is required at a Government site. Contractor management personnel not providing direct support to the Government will not be provided with a designated work space or associated support equipment.

c. Utilities, equipment, and normal operating supplies in Government-provided workspaces. Telephone services (local and long distance) will be provided for those task orders that require telephone access for the performance of the task.

d. Fire prevention and protection normal to the Government-provided workspaces.

- e. Police protection and external security normal to Government-provided workspaces.
- f. Cranes, trucks, forklifts, pallet jacks, and other required material handling equipment, including fuel and any required documentation to operate equipment.
- g. Bar-coding equipment for material processing.
- h. Any other property specified in the task order as Government Property Furnished or Contractor-acquired property.

16.0 CONTRACTOR PROVIDED MATERIAL, SUPPLIES AND EQUIPMENT

The Contractor shall provide the following as required by efforts under individual task orders.

- a. For the labor classification of General Maintenance Worker, the Contractor shall furnish hand and power tools valued at three hundred dollars or less that are required for performance of a task order. Hand and power tools costing three hundred dollars or less are considered to be general purpose equipment and not specific to use only under this contract.
- b. When required by local or federal regulations, site personnel shall wear safety glasses, safety shoes, hard hats, and earplugs furnished by the Contractor.
- c. Individual task orders may require the Contractor to provide material, supplies, or equipment that are not available from the Government. For FFP orders, the associated costs shall be included in the total price proposed for the order. The purchase or rental of material, supplies, or equipment must be authorized in the task order in order for the costs to be reimbursed by the Government.
- d. The Contractor is responsible for providing information to the Government facility representative necessary to obtain clearances, permits, and security badges which will allow Contractor personnel access to work sites. This shall include any police checks or other requirements of the badge issuing activity. Further, the Contractor is responsible for ensuring security badges are promptly returned to the issuing activity upon termination of an employee or completion of a given project. The Contractor will be issued security badges and operation permits after clearance has been granted to access the base.

17.0 EXPENSES

No expected expenses.

18.0 OTHER DIRECT COSTS (ODC)

ODC expenses (Not to Exceed - NTE) are established under this contract. The NTE amount is the maximum amount reimbursable under this contract. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government will not be liable for costs incurred above the funded amount.

Estimated NTE Amount: \$55,087.24

19.0 TRAVEL

Travel in OCONUS and CONUS may be required in support of this contract. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

Estimated NTE Amount: \$10,000.00

No local travel will be reimbursed. Travel outside the local operating area will be identified on each individual Task Order.

No travel shall be conducted without prior approval from the COR and PCO.

20.0 PERFORMANCE REQUIREMENTS SUMMARY

Contractor performance objectives are summarized in the following table. Additional performance requirements may be added for individual task orders.

PERFORMANCE ELEMENT	PERFORMANCE REQUIREMENT	SURVEILLANCE METHOD	ACCEPTABLE QUALITY LEVEL	INCENTIVES/ DISINCENTIVES
Personnel	Qualified staff provided within the timeframes specified in the task orders.	Verification by the COR	Greater than 95% of the task order start dates are met by staff qualified to meet the specified task objectives.	Past performance will be considered in determining future task order awards.
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, CDRLs, and task orders.	Verification by the COR	Greater than 95% of deliverables submitted timely and without rework required.	Past performance will be considered in determining future task order awards.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual performance report.	Assessment by the COR	All performance elements rated Satisfactory (or higher).	Past performance will be considered in determining future task order awards.
Invoices	Invoices in accordance with contract procedures are timely and accurate.	Review and acceptance of the invoice	100% of the invoices are timely and accurate.	Past performance will be considered in determining future task order awards.

21.0 NON PERSONAL SERVICES.

This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employees and subcontractors: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

22.0 DELIVERABLES

22.1 Management/Quality Assurance Plan (QAP): The Contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. The final Government approved plan shall be submitted within five working days of contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, to include communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QAP, the Contractor may conduct internal Quality Control (QC) inspections. Results of any Contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the Contractor to update/revise the management/QAP to ensure quality service is maintained throughout the life of the contract.

22.2 Monthly Status Report: The Contractor shall submit a monthly status report to the COR, with a copy to the PCO, no later than the 10th working day of the following month that includes information as follows for all task orders awarded to date:

23.0 NMCARS 5237.102(90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the FLC Yokosuka, Japan Operating Area via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7999	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-00010)	FEB 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7011	Alternative Line Item Structure	SEP 2011

252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

XX Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

xx (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (OCT 2014) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

XX (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

XX (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_____ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

XXAlternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$1,659,548.98; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. The period of performance of individual task orders issued against this bridge contract shall not exceed five months.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(a) Ordering: Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1449 by a warranted Department of Navy/Marine Corps Contracting Officer or Ordering Officer subject to the further information contained herein. The contracting officer issuing a task order is designated the ordering officer for purposes of this document. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any Order.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

Requirement Specific Information:

The task orders under this contract will be solicited, awarded, and administered by a NAVSUP, Fleet Logistics Center Contracting Officer. The Contracting Officer and the Contracting Officer's Representative (COR) will be responsible for all duties associated with the foregoing including, but not limited to, resolving issues regarding the solicitation, evaluation and award of a task order, inspection and acceptance, taking appropriate action in accordance with the contract terms for nonconforming services, terminations for cause, terminations for convenience, and resolution of all disputes including the issuance of Contracting Officer Final Decisions. In the event of a dispute pertaining to the terms and conditions of the contract rather than the terms and conditions of a particular Task Order, the matter shall be referred to the Cognizant Contracting Officer for the contract, at Fleet Logistics Center Jacksonville Contracting Department.

Task orders will be placed via the Standard Procurement System (SPS) and electronically interfaced with the online Electronic Document Access (EDA) database, as identified below:

<http://eda.ogden.disa.mil>

The Performance Work Statement contains brief descriptions of the type of work required and the labor categories covered by this contract. Task Orders issued will contain a Performance Based Statement of Work that will detail specific tasks to be performed. These Task Orders will be Performance-Based to the maximum extent possible. The

Contractor shall provide all supervision and support necessary to perform the tasks ordered. Task orders issued hereunder will contain Firm Fixed Priced and/or Cost type CLINs. The period of performance of the individual task orders shall not exceed five months.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

TBD in TO

(Contracting Officer: Insert applicable document type(s). 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.

TBD in TO

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table* To be determined in each individual Task Order.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	

Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(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.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

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.

APPLICABILITY

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

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

ACCESS TO FEDERAL FACILITIES

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

ACCESS TO DOD IT SYSTEMS

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

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

The 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 may 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.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

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

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

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

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

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The

Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

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

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. 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 may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation 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 determination.

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

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

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 United States (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 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 (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(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 communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. 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 Contracting Officer is:

NAVSUP Fleet Logistics Center Jacksonville
Clarice Poirier, Contracting Officer
 110 Yorktown Ave; 3rd Floor Contracting
 Naval Air Station, Jacksonville, FL 32212
 (End of Clause)

MINIMUM GUARANTEE

As referred to in the Indefinite Quantity clause (FAR 52.216-22), the contract minimum and maximum quantities are as set forth below. The maximum quantity is the total estimated quantity for each item as set forth in the schedule. The maximum quantity shall not be exceeded except as may be provided by formal modification to the contract. A separate task order will be issued to obligate the minimum guarantee.

MINIMUM QUANTITY	MAXIMUM QUANTITY
\$3,000.00	\$1,659,548.98

STATUS OF FORCES AGREEMENT
CONTRACTS TO BE PERFORMED IN JAPAN

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan, including the US-Japan SOFA. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded status under SOFA Article I (b) with potential eligibility for logistic support. Dependents of

contractors or of contractor employees who receive SOFA Article XIV status do not receive SOFA status under SOFA Article XIV or SOFA Article I (b) based on their status as dependents. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces, Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

SOFA ARTICLE XIV STATUS

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA). Offers shall be prepared based on the assumption that SOFA Article XIV status will be granted by Government in consultation with the Government of Japan. If the Government determines that Awardee does not qualify for SOFA Article XIV status or that SOFA Article XIV status is otherwise inappropriate, an equitable adjustment shall be made to the cost/price and other appropriate terms of the contract. Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such contractors and contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I (b) status and privileges extend to dependents of SOFA Article XIV contractors or contractor employees.

(b) Procedures.

(1) Formal application for SOFA Article XIV status shall be made to HQ USFJ only after the contract has been awarded and the contractor's place of operation in Japan has been determined.

(2) A contractor seeking SOFA Article XIV status for itself and its employees shall submit the following to the Contracting Officer as part of its offer: (i) Proof that the contractor is a person ordinarily resident in the United States or a corporation organized under the laws of the United States and that its presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and (ii) Proof that the contractor's employees are persons ordinarily resident in the United States and that their presence in Japan is solely for the purpose of performing work under contracts with the United States for the benefit of the United States armed forces.

(3) The Contracting Officer shall make the initial determination whether the contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation through component channels to Commander, United States Forces, Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph (b)(2), a full explanation of the necessity of using a United States contractor, and relevant documentation. See USFJ Instruction 64-102 for further details.

(4) HQ USFJ shall make the final determination on the contractor's SOFA Article XIV status upon consultation with the Government of Japan.

(5) Upon receipt of HQ USFJ approval, the Contracting Officer shall issue Letters of Identification indicating SOFA Article XIV status has been granted to the contractor and contractor employees.

(6) Once a contractor has been designated under SOFA Article XIV, it is not necessary that it be re-designated if a follow-on contract is awarded to that contractor; provided the new contract does not involve a material change from the work under which the SOFA Article XIV designation was originally granted and there is no significant delay between completion of the existing contract and initiation of performance under the follow-on contract.

(c) SOFA Article XIV privileges and benefits. In accordance with SOFA Article XIV, paragraphs 3 through 8, upon certification by appropriate United States authorities as to their identity, such persons and their employees shall be accorded the following benefits of the SOFA. Note: Privileges and benefits afforded under SOFA Article XIV do not extend to dependents/family members.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Exemption from customs duties and other such charges on furniture and household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use,

and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraph 3;

(4) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(5) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(6) The use of postal facilities as provided for in SOFA Article XXI;

(7) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment except that such exemption shall not apply to the employment of local nationals in Japan;

(8) Exemption from taxes and similar charges of Japan on depreciable assets except houses, held, used, or transferred for the execution of contracts referenced in subparagraph (a);

(9) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. No exemption from taxes payable for the use of roads by private vehicles is provided under SOFA Article XIV;

(10) Exemption from income or corporation taxes of the Government of Japan or any other taxing agency in Japan on any income derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance or operation of any of the facilities or area covered by the SOFA. The provisions of this paragraph do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources;

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

SOFA ARTICLE I(b) STATUS

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

(1) United States nationals,

(2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories

(3) present in Japan at the invitation of the United States, and solely for the purpose of executing contracts for the benefit of the United States armed forces (including Foreign Military Sales contracts), and, authorized by the Status of Forces Agreement),

(4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV. (b) SOFA Article I(b) procedures.

Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

- (1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;
- (2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;
- (3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;
- (4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;
- (5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;
- (6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;
- (7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;
- (8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;
- (9) The use of postal facilities as provided for in SOFA Article XXI;
- (10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.
- (11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

LOGISTIC SUPPORT

Contractor (if awarded Article XIV status), contractor personnel, and in the case of contractor personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below:

- (a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);
- (b) Laundry and dry cleaning;
- (c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);
- (d) Transient billeting facilities;
- (e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
- (f) Casualty assistance (mortuary services) on a reimbursable basis;
- (g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
- (h) Dental care, limited to relief of emergencies on a reimbursable basis;

- (i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
- (j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);
- (k) Local recreation services on a space-available basis;
- (l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);
- (m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

VI. Further Information. Representatives of the United States Government seeking further information on the legal issues addressed in this paper may contact 5 AF/JA. Contractors and contractor personnel with questions or concerns are encouraged to contact the Government representative administering their contract. 5AF/JA may be reached at:

DSN: 315-225-7717

Commercial: 011-81-3117-55-7717

E-mail: 5af.ja@us.af.mil

ATTACHMENTS

ATTACHMENT 1 MONTHLY REPORT WORKSHEETS

FREEDOM OF INFORMATION ACT

UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

Mr. Steve Palmer, NAVSUP FOIA REPRESENTATIVE

110 Yorktown Avenue; 3rd Floor
 Jacksonville, FL 32212

Email: steven.w.palmer@navy.mil

Telephone: 904-542-3824

LABOR CATEGORY

JAPAN4 BRIDGE CONTRACT LABOR CATEGORY – N68836-15-D-0007

Labor Category Table	Unburdened Hourly Rates	Burdened Hourly Rates
Accounting Clerk III, 1 st ST	\$12.10	\$16.06
Accounting Clerk III, 1 st HONWH	\$18.15	\$22.95
Admin Asst, 1 st ST	\$20.89	\$27.18
Admin Asst, 1 st HONWH	\$31.33	\$39.61
Computer Programmer III, 1 st ST	\$20.52	\$26.71
Computer Programmer III, 1 st HONWH	\$30.78	\$38.91
Computer Specialist II, 1 ST	\$29.75	\$42.90
Computer Specialist II, 1 st HONWH	\$44.62	\$57.02
Driver Messenger 1 st ST	\$12.15	\$16.13
Driver Messenger 1 st HONWH	\$18.23	\$23.05
Driver Messenger 2 nd ST	\$12.15	\$16.13
Driver Messenger 2 nd HONWH	\$18.23	\$23.05

Electronics TECH, 1 st ST	\$20.89	\$27.18
Electronics TECH, 1 st HONWH	\$31.33	\$39.61
Environmental Specialist 1 st ST	\$20.52	\$29.84
Environmental Specialist 1 st HONWH	\$30.78	\$38.91
Environmental Technician 1 st ST	\$16.77	\$21.97
Environmental Technician 1 st HONWH	\$25.15	\$31.80
Forklift Operator, 1 st ST	\$17.28	\$22.69
Forklift Operator, 1 st HONWH	\$25.93	\$32.90
General Clerk III, 1 st ST	\$11.28	\$15.03
General Clerk III, 1 st HONWH	\$16.92	\$21.39
General Clerk IV, 1 st ST	\$12.10	\$16.06
General Clerk IV, 1 st HONWH	\$18.15	\$22.95
Housing Referral Assistant, 1 st ST	\$15.90	\$20.87
Housing Referral Assistant, 1 st HONWH	\$23.85	\$30.15
Integrated Logistics SPEC. I 1 st ST	\$13.53	\$19.94
Integrated Logistics SPEC. I 1 st HONWH	\$20.30	\$25.67
Integrated Logistics SPEC. II 1 st ST	\$17.14	\$25.05
Integrated Logistics SPEC. II 1 st HONWH	\$25.71	\$32.50
Integrated Logistics SPEC. III 1 st ST	\$21.54	\$31.28
Integrated Logistics SPEC. III 1 st HONWH	\$32.31	\$40.85
Integrated Logistics SPEC. IV 1 st ST	\$30.77	\$44.35
Integrated Logistics SPEC. IV 1 st HONWH	\$46.15	\$58.35
Instructional Technician SR, 1 st ST	\$35.37	\$50.84
Instructional Technician SR, 1 st HONWH	\$53.06	\$67.08
Janitor, 1 st ST	\$13.45	\$17.77
Janitor, 1 st HONWH	\$20.18	\$25.51
Key Entry Operator, 1 st ST	\$10.77	\$14.38
Key Entry Operator, 1 st HONWH	\$16.16	\$20.43
Librarian, 1 st ST	\$29.75	\$38.38
Librarian, 1 st HONWH	\$44.62	\$56.41
Library Technician, 1 st ST	\$13.53	\$17.87
Library Technician, 1 st HONWH	\$20.30	\$25.67
Medical Records Clerk, 1 st ST	\$12.12	\$16.09
Medical Records Clerk, 1 st HONWH	\$18.18	\$22.98
Medical Records Clerk, 2 nd ST	\$12.12	\$16.09
Medical Records Clerk, 2 nd HONWH	\$18.18	\$22.98
Personnel Assistant IV, 1 st ST	\$15.09	\$19.84
Personnel Assistant IV, 1 st HONWH	\$22.63	\$28.61
Personnel Specialist II, 1 st ST	\$24.82	\$35.93
Personnel Specialist II, 1 st HONWH	\$37.23	\$47.07
Program Analyst I, 1 st ST	\$14.19	\$20.87
Program Analyst I, 1 st HONWH	\$21.29	\$26.92
Program Analyst II, 1 st ST	\$17.18	\$25.11
Program Analyst II, 1 st HONWH	\$25.77	\$32.58
Program Analyst III, 1 st ST	\$21.64	\$31.42
Program Analyst III, 1 st HONWH	\$32.46	\$41.04
Program Analyst IV, 1 st ST	\$25.28	\$36.58
Program Analyst IV, 1 st HONWH	\$37.91	\$47.93
Program Analyst V, 1 st ST	\$35.37	\$50.84
Program Analyst V, 1 st HONWH	\$53.06	\$67.08
Program Manager V, 1 st ST	\$35.91	\$53.24
Program Manager V, 1 st HONWH	\$53.86	\$64.32
Project Supervisor, 1 st ST	\$29.75	\$43.05
Project Supervisor, 1 st HONWH	\$44.62	\$56.61
Recycling Worker, 1 st ST	\$17.28	\$22.61
Recycling Worker, 1 st HONWH	\$25.93	\$32.78
Rigger, 1 st ST	\$23.15	\$30.03

Rigger, 1 st HONWH	\$34.73	\$43.91
Secretary I, 1 st ST	\$12.10	\$16.06
Secretary I, 1 st HONWH	\$18.15	\$22.95
Secretary II, 1 st ST	\$14.19	\$18.71
Secretary II, 1 st HONWH	\$21.29	\$26.92
Secretary III, 1 st ST	\$15.09	\$19.84
Secretary III, 1 st HONWH	\$22.63	\$28.61
Secretary V, 1 st ST	\$19.02	\$24.81
Secretary V, 1 st HONWH	\$28.54	\$36.08
Stock Clerk, 1 st ST	\$16.03	\$21.03
Stock Clerk, 1 st HONWH	\$24.04	\$30.39
Supply Systems Analyst, 1 st ST	\$25.54	\$36.94
Supply Systems Analyst, 1 st HONWH	\$38.32	\$48.45
Supply Systems Analyst, 3 rd ST	\$25.54	\$36.94
Supply Systems Analyst, 3 rd HONWH	\$38.32	\$48.45
Supply Technician, 1 st ST	\$19.72	\$25.70
Supply Technician, 1 st HONWH	\$29.59	\$37.41
Supply Technician, 2 nd ST	\$19.72	\$25.70
Supply Technician, 2 nd HONWH	\$29.59	\$37.41
Technical Writer, 1 st ST	\$24.82	\$32.15
Technical Writer, 1 st HONWH	\$37.23	\$47.07
Travel Clerk II, 1 st ST	\$15.83	\$20.78
Travel Clerk II, 1 st HONWH	\$23.75	\$30.03
Truck Driver, Heavy, 1 st ST	\$20.89	\$27.18
Truck Driver, Heavy, 1 st HONWH	\$31.33	\$39.61
Warehouse Specialist, 1 st ST	\$17.28	\$22.61
Warehouse Specialist, 1 st HONWH	\$25.93	\$32.78