

**PERFORMANCE WORK STATEMENT
GLOBAL LOGISTICS SUPPORT INTER-SERVICE SUPPLY SUPPORT OPERATIONS PROGRAM
(ISSOP) - OCONUS LABOR SUPPORT SERVICES**

1.0 INTRODUCTION

The purpose of the Naval Supply Systems Command Global Logistics Support (NAVSUP GLS) Inter-Service Supply Support Operations Program (ISSOP) is to provide U.S. Navy, U.S. Marine Corps customers, U.S. Coast Guard, as well as other Department of Defense (DoD) customers, in the Fleet Logistics Center Guam Operating Area (FLC Yokosuka Marianas) with a responsive, efficient, and reliable means of obtaining temporary contract labor support on an as-needed basis to meet the needs of their operational objectives.

2.0 BACKGROUND

The Fleet Logistics Center, Jacksonville (FLCJ) has analyzed the types of contractor services needed by its customers and used this information to initiate the NAVSUP GLS ISSOP procurement to provide the services more effectively and efficiently. The requirement was created through the efforts of industry and customer participation in advance planning, thereby addressing customer needs and industry experience in the development of a strategically sourced contract vehicle. The objective is to allow for economies of scale and improved productivity, while saving overall costs of operations at the same or better customer service levels.

It is anticipated that this ISSOP contract will be awarded and individual task order requirements will be ordered by authorized ordering officers. Task orders will be performance-based and may be issued on either a time-and-material (T&M) or firm-fixed-price (FFP) basis.

3.0 SCOPE

The non-personal services to be provided will include diverse disciplines as described in Section 4.0 in the geographical area defined by the Fleet Logistics Center Guam Operating Area (Yokosuka Marianas).

4.0 SUMMARY OF REQUIREMENTS

The Contractor shall provide all the necessary direct labor, supervision, management, and materials and equipment, except material and equipment specified as government-furnished to meet the performance objectives in this performance work statement for each individual task order issued Outside the Continental United States (OCONUS) in the functional areas listed below. See Attachment 5 - Service Contract Act (SCA) Labor Descriptions.

- Administrative Support and Clerical Services
- Quarters Management Services
- Health Services
- Information and Arts
- Information Technology
- Instructional and Training Services
- Maritime Material Handling Load and Stow 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

4.1 LABOR CLASSIFICATIONS

See excerpts from the “Department of Labor Service Contract Act (SCA), Directory of Occupations” for labor Classification descriptions. The personnel position titles shall be used for proposals, invoicing, and reporting under this contract. It is important to note that the Government may not order some labor categories without also ordering others on the same task order. It is also important to note that all labor categories listed in the Department of Labor Directory may not be used under this contract. Only those categories in the Performance Work Statement will be available for use in this contract, other restrictions may apply.

a. The labor classifications are from the Dept of Labor SCA Directory of Occupations and are used for classification purposes and is to be considered a broad description which will be further defined at the task order level.

b. Although the DOL SCA Labor Classification descriptions may include references to supervision or supervisory responsibility, it is an overarching requirement of the contract that the contractor employees shall only supervise or be supervised by other contractor personnel responsible for supervision to or from other contractor employees. In no instance shall a task order be issued requiring a contractor employee to supervise a Government employee nor shall any Government employee be a supervisor of a contractor employee. However, on site Government technical personnel may monitor contractor employee work to assure quality performance and accuracy as set forth in the individual task orders.

c. The Labor classification descriptions may include labor categories that normally require personal services, secretaries, personal assistants, etc. The performance based statement of work will be so structured as to avoid the implication of direct supervision by a Government employee - and these personnel shall be given sufficient advance directives so that Government employees are not providing day-to-day direction. Contractor employees may not be responsible for making decisions that can affect the war fighter, the Government (as in the case of buying or disposing of government equipment or making decisions affecting Government personnel), and/or making more than ministerial or routine decisions on behalf of the Department of the Navy, its agencies, activities, and personnel.

d. In no event, may a task allow a contractor employee to drive a Government passenger vehicle, bus or van, or truck of any type without the express permission of the Contracting Officer and in accordance with a determination and findings, as set forth in Federal Acquisition Regulations (FAR) Part 51.

e. Requirements that fall under the requirements of the Davis Bacon Act are prohibited under this contract.

f. Services that may be available from NIB/NISH must be screened by NIB/NISH and approved by the Contracting Officer prior to award of a task order under this contract.

g. Services of Doctors, Nurses or Physician Assistants are not authorized under this contract.

h. Senior mentor services are excluded from this Statement of Work in accordance with DoD Senior Mentor Policy Letter dated 01 Apr 2010.

Services shall also include:

4.2 COORDINATE/LIAISON - On-load projects to include scheduling, loading, and stowage for various ships shall be coordinated through the Contracting Officer Representative (COR) or local representative, with the contractor’s management and other government representatives.

The contractor shall provide liaison support to include all phases of provisions load-out operations, perform quality control to ensure work is accomplished efficiently, safely, accurately, and within scheduled time frame. Provide project management functions.

- The government will provide anticipated provisions deliveries 72 hours in advance of required loading operations.
- The government will provide delivery sequence schedule 24 hours in advance of deliveries.

The Contractor shall:

- Provide onsite supervision to contractor personnel and be point of contact for the Government representative
- Plan and organize schedules ensuring work is scheduled properly to obtain maximum use of resources; ensure work is performed as scheduled using cost saving factors and quality control
- Provide accurate and timely reports as required
- Provide liaison support between the Government Logistics Support Representative, the ship being loaded and the contractor to include all phases of provisions load-out operations.
- Perform quality control daily to ensure work is accomplished efficiently, safely, accurately, and within scheduled time frame.
- Provide project management functions to include coordination of effort and daily data collection.
- Provide a daily report that is a compiled monthly report of provision loading activity to the Global Logistics Support Code 047 program office and local ISSOP office.
- Provide a daily report of provision loading activity. The government will provide on computer workstation with Microsoft Excel 2003, or later for each work site. The following data elements are mandatory. Provision load, monthly and daily sample report (Attachment 6). Report is due by the 5th day of each month.

The contractor shall not disclose ships on-load information to any organization without prior approval from the Code 047 program office.

5.0 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. DoD 8570.01-M, Information Assurance Workforce Improvement Program.
- d. SECNAV M-5510.30, DoN Personnel Security Program Manual.

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

6.0 PERIOD OF PERFORMANCE

Base year: 1 March 2012 through 28 February 2013
Option year One: 1 March 2013 through 28 February 2014
Option year Two: 1 March 2014 through 28 February 2015

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 selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel employed to perform tasks specified herein shall be the responsibility of the contractor.
 - 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 is solely 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 before they commence work on a task order to recognize the scope of their duties. Contractor personnel must be qualified to perform the duties of their assigned labor classifications at the beginning of the task order.

b. The contractor is solely 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 Ordering Officer and cognizant Contracting Officer's 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, Ordering 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.

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

g. Police protection and external security normal to Government-provided workspaces.

h. The Contractor is responsible for providing information to the Government facility 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.

i. The government (ships force) is responsible for storeroom preparation. The Contractor shall load subsistence food items only. The contractor shall stack empty pallets in a central location on the hangar bay or pier. The contractor shall remove all debris from work areas. The Contractor is not authorized to load supplies, or additional items that will increase cost.

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 pursuant to FAR Clause 52.245-2 "Government Property (Fixed-Price Contracts) (Dec 1989).

The Contractor shall report in writing all cases of loss, damage, or destruction of Government Property in his possession or contractor to the COR or his designee, as soon as such facts become known, or when requested by the COR or his designee.

11.0 WORKING HOURS. GUAM DOL Applies. The normal hours/days of operation for performance will be specified in each individual task order. Shift work may be required. Overtime is defined as any time worked by a contractor's employee in excess of the employee's normal work week (in accordance with FAR 22.103-1), or if required by state law, in excess of eight (8) hours per day. Under T&M orders, overtime will be considered an allowable cost only when authorized in the task order. The Government will not be liable for payment of overtime that was not authorized by the Ordering Officer in the task order.

Work shall be 8-hours Shifts with 30 minutes unpaid lunch, which will include shift work (1st, 2nd, and 3rd shifts), and on weekends. Contractors shall obtain approval of exceptions to the hours of availability from Ordering Officer. Normally, a workday will consist of eight hours and conform to the customer's work hours. Overtime shall be considered an allowable cost only when authorized in the delivery/task order.

2nd Shift – 2nd Shifts is defined as work starting between the hours of 13:00 PM and 21:00 PM Under a labor hour task order, 2nd shift rates will not be paid unless specifically authorized in the Task Order. Personnel working overtime from the 1st shift shall not be authorized 2nd shift rates for overtime commencing in the 2nd shift.

3rd Shift – 3rd Shifts is defined as work starting between the hours of 21:00 PM and 05:00 AM Under a labor hour task order, 3rd shift rates will not be paid unless specifically authorized in the Task Order. Personnel working overtime from the 2nd shift shall not be authorized 3rd shift rates for overtime commencing in the 3rd shift.

The anticipated shifts for Provision On-Load are listed below. The normal hours/days of operation for performance will be specified in each individual task order.

Work Shifts are as follows:

1st Shift 0500 to 1300

2nd Shift 1300 to 2100

3rd Shift 2100 to 0500

12.0 OVERTIME (IF APPLICABLE)

Overtime is on as needed basis ONLY. Comply with DOL Standards. Overtime is 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.

The Contractor shall anticipate unscheduled overtime, as required on a Task Order basis. Overtime will be accomplished outside of normal working hours (exceeding 40 hrs per week as required). Prior authorization for extended hours/overtime shall be obtained from the ISSOP (COR) and FLCJ ISSOP Point of Contact (POC).

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

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

The contractor shall comply with the latest local security Instructions and the latest version of OPNAV Instruction 5530.14E, "Navy Physical Security and Law Enforcement Program", as applicable, and all local security requirements for the work site.

a. Physical Security. The contractor is responsible for providing information to the Government or civilian facility 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, date of birth, 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.

b. Security Clearances. When access to classified information is required, a DD Form 254 ("Department of Defense Contract Security Classification Specification") will be provided with the task order. The contractor shall be responsible for providing personnel with appropriate security clearances to ensure compliance with DoD 5220.22-M, "National Industrial Security Program Operating Manual". The contractor shall fully cooperate with all security checks and investigations by furnishing requested information to verify the contractor employees' trustworthiness and suitability for the position. If the contractor's facility is used in performance of classified work, the appropriate facility clearance must be in place.

c. 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 authorized 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.

d. 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 will have a favorably completed National Agency Check with Written Inquiries (NACI) to ensure the contractor employee assigned to the command will have an investigation equivalent to the National Agency Check with Local Credit Checks (NACLIC). This investigation must be current within 10 years.

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.

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 will 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 FSO or security representative will ensure that individuals assigned to the command are U.S. citizens and will ensure completion of the SF-85P ("Questionnaire for Public Trust Positions"). The SF-85P, along with the original signed release statements and two applicant fingerprint cards (FD 258), will be forwarded to the command's Security Manager for receipt at least one week prior to reporting for duty. The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy, and suitability issues. The completed SF-85P, along with attachments, will be forwarded to the Office of Personnel Management (OPM) who will conduct the NACI investigation. All contractor personnel will in-process with the requesting command Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure. The completed SF-85P will be reviewed by the requesting command Security Manager for completeness, accuracy, and suitability prior to submission. If the contractor appears suitable after the questionnaire has been reviewed, the request will be forwarded to OPM. If there are eligibility issues the contractor FSO will be advised that the contractor is unacceptable by the Security Manager. OPNAV Form 5239/14 ("System

Authorization Access Request Navy (SAAR-N)") is required for all individuals accessing Navy Information Technology resources. The FSO will ensure that the SAAR-N is forwarded to the Security Manager for receipt at least one week prior to the start date for the individual.

Failure to provide the required SF-85P, signed release statements, fingerprint cards, and the SAAR-N at least one week prior to the individual's report date will result in delaying the reporting date. Personnel cannot be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior.

Once the investigation is complete, the results are forwarded by OPM to the DoN Central Adjudication Facility (CAF) for a position of trust determination. The DoN CAF determination will appear in JPAS as either "Favorable" or "No Determination Made". Decisions of no determination made indicate that significant derogatory information is present that prevents a favorable suitability determination. Please note that the determination of the DoN CAF is final, there is no due process accommodation for positions of trust. If the determination is "No Determination Made", the contractor employee will not be permitted to continue on the contract and will be removed immediately.

In order to maintain access to required systems, the contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations, and initiate reinvestigations as required.

Verification of U.S. Citizenship. The contractor shall require each applicant for a 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

- a. For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a State or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.
- b. If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.
- c. If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence:
- d. 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/>.
- (1) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.
- (2) A Report of Birth Abroad of a Citizen of the United States of America
- (3) A Certificate of Birth.
- d. A passport, current or expired, is acceptable proof of citizenship.
- e. 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 GOVERNMENT PROPERTY: The Government shall provide the following as required by efforts under individual task orders. FAR 52.245-1, "Government Property", shall apply to any Government property in the possession of the contractor, whether furnished by the Government or acquired by the contractor.

- 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. Cranes, trucks, forklifts, pallet jacks, and other required material handling equipment, including fuel and any required documentation to operate equipment.

e. Bar-coding equipment for material processing.

f. Any other property specified in the task order as Government-furnished property or Contractor-acquired property.

15.0 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.

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. For T&M orders, 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. Title shall pass to and vest in the Government for any property purchased under this contract in accordance with the conditions specified in FAR 52.245-1, "Government Property".

16.0 EXPENSES.

16.1 OTHER DIRECT COSTS (ODC). When government furnished material is not readily available for use, the contractor shall be required to obtain the necessary training related materials.

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 shall not be liable for costs incurred above the funded amount.

Estimated NTE Amounts \$ – Base Year
\$ – Option Year One
\$ - Option Year Two

16.2 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, and contractor personnel shall not charge time/leave for T&M orders. 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. For Time and Material orders 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/trvregs.html>.

Estimated NTE Amounts \$ – Base Year
 \$ – Option Year One
 \$ - Option Year Two

17.0 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
Support Services	Qualified staff provided within the timeframes specified in the task orders.	Verification by the COR	> 95% of the task orders shall be completed on a daily basis.	Past performance will be considered in determining best value for future task order awards.
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, CDRLs, and task orders.	Verification by the COR	> 95% of deliverables submitted timely and without rework required.	Past performance will be considered in determining best value for 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 best value for future task order awards.

18.0 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.

19.0 DELIVERABLES

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 month that includes information as follows for all task orders awarded to date:

- a. Task order number and type (FFP or T&M); date of award; place of performance; total awarded dollar value; brief description of services provided; and progress and status, including any issues impacting performance and resolution of issues previously reported. The total awarded dollar value across all task orders shall also be provided.
- b. The unit of issue for Contract Line Item Numbers (CLINS) in FFP type task orders is "Lot". A Billing Rate Table will be provided in Section H to reflect the *proposed* hours, amounts by labor classification, *proposed* travel expenses, and the *proposed* other direct costs in the final awarded price. This information shall be provided in individual task orders.

c. For T&M type task orders, the *expended* hours and amounts by labor classification, the *expended* travel expenses, and the *expended* other direct costs. This information shall be provided by individual task order, with totals across all T&M task orders.

19.1. The contractor shall provide a daily report of provision loading activity. The government will provide a computer workstation with Microsoft Excel 2003, or later for each work site. The following data elements are mandatory. Provision load, monthly and daily sample report (Attachment 6). Report is due by the 5th day of each month.

- 1-number of pallets
- 2-number of cases
- 3-number of trucks/deliveries
- 4-name and hull number of ship serviced
- 5-cancellation of loads
- 6-number of minute's downtime and reason for downtime
- 7-contractor wait-time
- 8-hours expended per load-out
- 9-number and listing of employees involved in actual load-out and actual load time
- 10-material wait time (time material staged on pier waiting load-out team)
- 11-rescheduled deliveries
- 12-total hours expended for ship per delivery
- 13-total time expended arranging storerooms

The contractor shall not disclose ships on-load information to any organization without prior approval from the Code 047 program office.

20.0 TECHNICAL POINTS OF CONTACT AND INSPECTION AND ACCEPTANCE:

The Contracting Officer's Technical Assistants under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination) will be identified on individual task orders. **TO BE COMPLETED AT TIME OF AWARD**

21.0 CONTRACTING OFFICE POINT OF CONTACT:

FLCJ/ISSOP Contracting Officer: Mattie Washington
Voice Phone: 904-542-4840
FAX Phone: 904-542-1088
E-mail: mattie.washington@navy.mil

FLCJ/ISSOP Task Order Administrator: Carolyn Williams
Voice Phone: 904-542-1062
Fax Phone: (904) 542-1088 E-mail: annie.c.williams@navy.mil

22.0 SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

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

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLCL) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security

Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

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

Security Approval Process

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

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.