

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES	
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2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 18-Feb-2015	4. REQUISITION/PURCHASE REQ. NO. PMB-14-SE-14016-02	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N69450	7. ADMINISTERED BY (If other than Item 6) CODE	N69450

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Badger Defense Group Inc 1802 N. Alafaya Trail Orlando FL 32826-4716	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7190-JM01
	10B. DATED (SEE ITEM 13) 18-Aug-2014
CAGE CODE 5BCC5	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rebecca M Jones, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Rebecca M Jones (Signature of Contracting Officer)	16C. DATE SIGNED 06-Feb-2015

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to:

1. Exercise Option Period 1 for the period 18 February 2015 through 17 August 2015, in accordance with FAR 52.217-9.

Total firm-fixed price (CLIN 8001): \$32,860.00

2. As a result of this modification, the cumulative task order price is increased in the amount of \$32,860.00 from \$33,294.70 to \$66,154.70.

3. The wage determination in effect for Option Period 1 is as follows: Department of Labor Wage Determination 2005-2119, Revision 16, dated 30 December 2014.

4. In accordance with task order clause FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (multiple year and option contracts), the contractor shall notify the Contracting Officer of any increases claimed under this clause within 30 days after receiving this modification. The notice shall contain a statement of the amount claimed, payroll records, the cost impact between the old and new wage rates and fringe benefits, and any supporting data that the Contracting Office may reasonably require.

5. All other terms and conditions remain unchanged.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$33,294.70 by \$32,860.00 to \$66,154.70.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8001	WCF	0.00	32,860.00	32,860.00

The total value of the order is hereby increased from \$33,294.70 by \$32,860.00 to \$66,154.70.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001	0.00	32,860.00	32,860.00

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	ONE RESPIRATOR FITTING, TRAINING AND RESPIRATOR (AS STATED IN PWS) - REQUIREMENT DELETED PER MOD 01 (WCF)	0.0	EA	\$0.00	\$0.00	\$0.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	WWTP OPERATOR - NAS KEY WEST (WCF)	1000.0	HR	\$32.86	\$32,860.00
8001	R425	OPTION 1 - WWTP OPERATOR - NAS KEY WEST, FL (6 MONTHS) (WCF)	1000.0	HR	\$32.86	\$32,860.00
8002	R425	NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS)/ RAPIDGATE ENROLLMENT AND 1 EMPLOYEE REGISTRATION (WCF)	1.0	LO	\$434.70	\$434.70

**SECTION B**

**B.1 FULLY LOADED PRICING**

All pricing shall be fully loaded. No other allocations, fees, O/Hs, G&A, and profits will be applied when an option is exercised.

**B.2 LABOR HOURS PRICING BASIS:**

For the Base Period of performance the labor hours are based on 125 total work days (excluding Federal holidays) @ 8 hours per work day for a total of 1,000 labor hours. A full work week is based on 40 hours per week.

The contractor will provide the Contracting Officer (KO) and the Contracting Officer Representative (COR) a monthly work schedule showing the days of the week and contractor work hours. (See Section F for Deliverable requirements). The normal business days are Monday-Friday, excluding Federal holidays.

**B.3 OPTION PERIOD LABOR HOURS PRICING BASIS:**

For the Option period the labor hours are based on 125 total work days (excluding Federal holidays) @ 8 hours per work day for a total of 1,000 labor hours. A full work week is based on 40 hours per week.

The contractor will provide the Contracting Officer (KO) and the Contracting Officer Representative (COR) a monthly work schedule showing the days of the week and contractor work hours. (See Section F for Deliverable requirements). The normal business days are Monday-Friday, excluding Federal holidays.

**B.4 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS:**

This contract incorporates the Service Contract Act (SCA). In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 and subparagraph (b) of the Davis-Bacon Act—Price Adjustment Clause, FAR 52.222-32 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in pricing labor costs for all periods of performance in the option years. In accordance with the referenced clauses, the contractor may

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be entitled to an adjustment in contract price only when a new SCA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **CONFORMED PERFORMANCE WORK STATEMENT (PWS) FOR WATER/WASTEWATER TREATMENT PLANT OPERATOR**

#### **SCOPE.**

Under this task order, the contractor will independently provide a water treatment and sewage plant operator support for Public Works Department, NAS Key West, FL. Operate water treatment and sewage plant equipment; test, maintain and conduct preventive maintenance and repair on water pumping and treatment equipment.

**ORGANIZATION.** Naval Facilities Engineering Command, Southeast, Jacksonville, FL

**TASKS/SERVICES.** The contractor shall:

Provide water/sewage plant treatment support to include the following functions:

Operates the water/wastewater systems.

Assists chemist in performing operational routine, nonhazardous analyses.

Trained and capable to cope with operational and mechanical emergencies with minimum supervision.

Prepares chemical solutions for the sewage treatment units.

Injects chlorine and ammonia gas into the potable water system, as required, to maintain proper chlorine residuals and sodium hypochlorite and sodium sulfite for both wastewater systems.

Maintains adequate chemical and parts inventory by notification to utilities supervisor.

Performs preventive maintenance on the plants pumps, valves and piping.

Makes adjustments and replaces components for the water/ wastewater plants operations.

Keeps close surveillance on all potable water/domestic/industrial wastewater by drawing samples and performing chemical analysis and logging results.

Operates lift stations in the both the industrial and domestic wastewater collection systems.

#### **DELIVERABLES.**

Completes assigned work within time specified for that task.

All operation/maintenance/repair/analysis actions performed in accordance with applicable procedures.

All health and safety precautions taken to ensure proper treatment of water and protection of operator

#### **CERTIFICATIONS, LICENSE, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED.**

Resumes must clearly show the following:

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Skilled in the operation and maintenance of water treatment and sewage plant treatment equipment.

Skilled in proper water treatment and disinfection methods.

Able to read blueprints and schematics.

Knowledgeable in how and when to reset and restart electrical equipment that has tripped off or out, to assure care and safety to personnel and equipment.

Knowledge of potable water AND wastewater treatment techniques.

Florida Department of Environmental Protection (FDEP) certification in wastewater treatment. Minimum requirement – class “C”.

### **PERIOD OF PERFORMANCE.**

The period of performance is for 6 months from date of contract award with one 6 month option period

### **PLACE OF PERFORMANCE.**

The place of performance is **Key West, Florida.**

### **OPERATIONAL HOURS.**

Work shall normally be in 8-hour Shifts and will include weekends and holidays.

### **OVERTIME.**

Overtime is not authorized.

### **SAFETY ISSUES.**

The contractor is required to work in-doors and outside on an approximate 60-40ratio. Work in extremely cold weather is held to a minimum. Bad odors, dust, poor illumination, poor ventilation and dampness are all part of the job and some of these conditions are likely to be encountered each day for various periods of time. In addition, the contractor will be required to handle chlorine gas, ammonia gas, sodium hypochlorite and sodium bisulfate.

### **GOVERNMENT-FURNISHED EQUIPMENT, BADGE, KEYS AND/OR FACILITIES PROVIDED.**

Government will furnish government badge and hard hat. Safety shoes will be provided by the employee. The Government will provide adequate working space, all equipment (e.g., desk, chair, computer, drafting equipment, printer, copier, telephone, etc.), utilities, janitorial services and expendable operating supplies for the duration of this task order. The contractor shall maintain the assigned space in a neat and orderly manner. Contractor shall only use government-furnished facilities, equipment and supplies to accomplish the tasks required under this order. 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-furnished equipment or supplies from the worksite without the express written permission of the Contracting Officer's Technical Representative or his/her designated representative.

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## **CONTRACTOR FURNISHED EQUIPMENT.**

N/A.

## **SECURITY CLEARANCE/POLICE CHECK/DRIVING RECORD CHECK.**

Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness 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. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security.

"Each contractor employee shall have a favorably completed National Agency Check (NAC)."

If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they shall visit utilizing OPNAV 5521/27 Visit Request form. The visit request will 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 Trustworthiness NAC.

In accordance with SECNAV M-5239.1, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC 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.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. 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.

## **REIMBURSABLE EXPENSES (TRAVEL, CONFERENCE, TRAINING, EQUIPMENT OR MATERIALS, ETC.).**

Travel is not required. The contractor will be required to travel to other locations in support of the tasks described in this statement of work. Prior to incurring any travel expenses, contractor personnel must obtain written authorization from the Project Officer that approves approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. Contractor expense reports shall be prepared and processed in

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accordance with the Federal Travel Regulation (FTR).

**TASK TYPE.**

Firm-Fixed Price

**NON-PERSONAL SERVICE STATEMENT.**

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in the Quality Assurance Surveillance Plan (QASP). Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

**RAPIDGATE**

RapidGate is an enterprise installation access control solution. The program is designed to standardize enrollment, vetting, credentials and control access privileges for all vendors, Contractors, Sub-Contractors, suppliers and service providers coming aboard an installation not eligible for a Common Access Card (CAC). Refer to <http://www.rapidgate.com/> for instructions on obtaining RapidGate identification badges and additional information. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within 10 calendar days.

**GOVERNMENT PROJECT OFFICER.**

The Government Project Officer will provide general instructions on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

Point of Contact: LT. Andrew Winckler  
Phone: Com 303-293-2043  
E-mail: Andrew.winckler@navy.mil

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## **SECTION D PACKAGING AND MARKING**

N/A

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## **SECTION E INSPECTION AND ACCEPTANCE**

Not applicable.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/18/2014 - 2/17/2015
8000	8/18/2014 - 2/17/2015
8001	2/18/2015 - 8/17/2015
8002	8/18/2014 - 2/17/2015

## SECTION F

The periods of performance for the following option items are as follows:

8001	02/18/2015 - 08/17/2015
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Services to be performed hereunder will be provided at NAS Key West, Florida

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## SECTION G CONTRACT ADMINISTRATION DATA

### SECTION G

#### G.1 POINTS OF CONTACT

Contracting Officer Representative

Name: Lt. Andrew Winckler

Address:

Email Address: Andrew.winckler@navy.mil

Phone Number: 305-293-2478

Contracting Officer / Contract Specialist

Name: Larry McNutt

Address: Naval Facilities Engineering Command, SE

Box 30, Building 903

Jacksonville, FL. 32212-0030

Email Address: larry.r.mcnutt1@navy.mil

Phone Number : 904-542-0192

#### G.2 SUBMISSION OF INVOICES

In accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012), the contractor shall submit invoicing electronically through Wide Area Work Flow (WAWF). Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

Invoices will be submitted on a once-a-month basis.

#### **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 Wo-305rkFlow (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.

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(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:

Navy Construction/ Facilities Management Invoice

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

Inspection – N44222

Acceptance - N69450

(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.

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N69450
Admin DoDAAC	N69450
Inspect By DoDAAC	N44222
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N69450
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) Accept By	N69450

(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.

Acceptor: onica.james@navy.mil

Inspector: Andrew.winckler@navy.mil

(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.

Contract Specialist @ larry.r.mcnutt1@navy.mil.

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

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(End of clause)

### G.3 PAYMENT INSTRUCTIONS

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

### G.4 QUALITY ASSURANCE SURVEILLANCE PLAN

#### QUALITY ASSURANCE SURVEILLANCE PLAN

**Purpose:** To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion. The Task Order Manager (TOM) will use the surveillance methods outlined below to administer the quality assurance plan.

1. **Critical performance processes and requirements.** Critical to the performance of the Water/Waste Water Treatment Plant Operator is the timely, accurate and thorough completion of all contract/task order requirements.
2. **Performance Standards**
  - a. **Personnel** – The personnel performing services under this task order will meet all requirements throughout the performance period, to include but not limited to; training, license, certification, security, etc. as stated in the task PWS and/or task order.
  - b. **Deliverables** – The deliverables required to be submitted will be assessed against the specifications for the schedule of deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
  - c. **Cost** - The Contracting Officer Representative (COR) will review and recommend payment of monthly invoices, throughout the contract and/or task order performance period(s).
  - d. **Past Performance** - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship. The contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable, cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.
3. **Surveillance methods:** The primary methods of surveillance used to monitor performance of this contract will include, but not limited to; random or planned sampling, periodic inspection, and validated customer complaints.
4. **Performance Measurement:** Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Personnel	Qualified Staff provided within the performance work statement.	Validation by the COR, 100% review.	Prior to award and anytime thereafter where staff are replaced or are added to the task order.	Meet 100% of the personnel qualifications stated in the Performance Work Statement (PWS) during contract performance to include certification and licenses, as required.

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Contract Deliverables	Contract Deliverables furnished as prescribed in the PWS, CDRLs, and task order.	Validation by the COR, 100% review.	As required in the PWS and/or task order.	>95% of deliverables must be submitted timely and without required rework.
Training	Contractor personnel may be required to perform training to other personnel (Government and/or Non-government) during task order performance.	Periodic inspection by the COR.	As required by the PWS and/or task order.	Meet 100% of the training objectives as required by the PWS and/or task order.
Security Requirements	Employees must be able to meet security requirements to obtain and maintain base security access during performance of the contract. Higher level Security clearances may be required and will be specified in the task order.	Background checks and security assessments conducted by base security prior to start of contract performance.	As required by the contract.	100% compliance of all required security clearances, background checks, regulations and procedures of the DOD.
Invoicing	Monthly invoices per contract procedures are timely and accurate.	100 % Review by the COR and/or the Contracting Officer.	Submitted Monthly	100% accuracy

5. Contractor Performance Assessment Reporting System (CPARS) Assessment Ratings: A common five level assessment rating system is used to evaluate a contractor's performance. Ratings range from Unsatisfactory (lowest) to Exceptional (highest). The following is the breakdown of each category with a definition:

**Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Very Good** - Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory** - Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal** - Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.

**Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

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6. Contractor Assessment: The COR's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

Accounting Data

SLINID	PR Number	Amount
7000		1200.00
LLA :		
AA 97X4930 NE1K 000 77777 0 069450 2F 000000		
Standard Number: N6945014RC74507		
Cost Code: AA69450RC74507		
8000		32650.00
LLA :		
AA 97X4930 NE1K 000 77777 0 069450 2F 000000		
Standard Number: N6945014RC74507		
Code Code: AA69450RC74507		
BASE Funding 33850.00		
Cumulative Funding 33850.00		
MOD 01		
7000		(1200.00)
LLA :		
AA 97X4930 NE1K 000 77777 0 069450 2F 000000		
Standard Number: N6945014RC74507		
Cost Code: AA69450RC74507		
8000		210.00
LLA :		
AA 97X4930 NE1K 000 77777 0 069450 2F 000000		
Standard Number: N6945014RC74507		
Code Code: AA69450RC74507		
8002		434.70
LLA :		
AA 97X4930 NE1K 000 77777 0 069450 2F 000000		
Standard Number: N6945014RC74507		
Cost Code: AA69450RC74507		
MOD 01 Funding -555.30		
Cumulative Funding 33294.70		
MOD 02		
8001		32860.00
LLA :		
AB 97X4930 NE1K 000 77777 0 069450 2F 000000		
Standard Number: N6945015RC75243		
COST CODE: 69450RC75243		



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MOD 02 Funding 32860.00  
Cumulative Funding 66154.70

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **SECTION H**

#### **H.1 SECURITY REQUIREMENT**

The following is required for all DoD contractor employees working in Government facilities:

DOD 5200.08-R/C3.3: "The CAC shall be the principal identity credential for supporting interoperable access to installations, facilities, buildings, and controlled spaces".

DOD 5200.08-R/C3.3.1.2: "A National Agency Check with Inquiries (NACI) or equivalent national security clearance (e.g. National Agency Checks including credit check (NACLC)) is required for permanent issuance of the credential. The credential may be issued upon favorable return of the FBI fingerprint check, pending final favorable completion of the NACI/equivalent, based on a commander/director risk management decision. An individual holding a valid national security clearance shall not require an additional submission of the NACI/equivalent".

SECNAV M-5510.30/9-24,6: "Commands will include the FAD (facility access determination) program requirements in contract specifications when trustworthiness determinations will be required on the contractor employees". In this case the FAD program requirement is a CAC now required by the regulation above.

The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The 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 task order.

The contractor will be required to provide clearances for personnel requiring access to Government computers and workstations.

#### **H.2 PHYSICAL REQUIREMENTS**

In accordance with the PWS in Section C, the contractor employee(s) shall pass a physical medical examination, be able to wear a respirator, and other required protective clothing during performance of their duties. Reference Attachment 3 Certificate of Medical Examination US OPM Form No. 3206-0250 (OF178), for physical medical requirements. The contractor is required to pay all expenses to obtain and maintain, the physical certification.

The physical medical examination shall be completed and the employee must meet the physical demands of this position, prior to start of contract performance. If the contractor employee(s) fail to meet or maintain the physical requirements of the PWS, the contractor shall provide a substitute employee, at no additional costs to the Government. Non-compliance may result in terminating the Task Order for Default.

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## **SECTION I CONTRACT CLAUSES**

### **SECTION I**

**STANDARD CLAUSES CONTAINED IN THE BASIC MAC SHALL APPLY.**

**FAR 52.204-2 – SECURITY REQUIREMENTS (AUG 1996)**

**FAR 52.217-8 – OPTION TO EXTEND SERVICES. (NOV 1999).**

**THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN**

**THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE**

**SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE**

**HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE**

**CONTRACTOR WITHIN 30 CALENDAR DAYS.**

**(END OF CLAUSE)**

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

**(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS PRIOR TO COMPLETION OF THE BASE PERIOD; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.**

**(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.**

**(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED TWELVE MONTHS.**

**(END OF CLAUSE)**

**FAR 52.222-41 -- SERVICE CONTRACT ACT OF 1965 (NOV 2007)**

**FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

**IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF**

**LABOR (29 CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER**

**THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.**

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

EMPLOYEE CLASS	SCHEDULE STEP	TITLE	MONETARY WAGE
WG-9	2	WATER/WASTE WATER TREATMENT PLANT OPERATOR	\$22.65

**NOTE: BASED ON FEDERAL WAGE SYSTEM REGULAR AND SPECIAL PRODUCTION FACILITATING WAGE RATE SCHEDULES FOR THE MIAMI, FLORIDA WAGE AREA.**

**EFFECTIVE 1 JANUARY 2014. FRINGE BENEFITS ARE NOT INCLUDED IN THE MONETARY RATES SHOWN IN THE TABLE ABOVE.**

**FAR 52.222-43 -- FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)**

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1: SCA WD 2005-2119 (Rev.-16)