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### **GENERAL INFORMATION**

### AWARD A.1 PROPOSAL INCORPORATION

Badger Defense Group, Inc.'s revised proposal, dated 19 August 2014, is hereby incorporated into this task order

### AWARD A.2 AMENDMENT INCORPORATION

All changes resulting from the issuance of Amendment 0001 are hereby incorporated into this task order.

### A.1 TYPE OF CONTRACT

This is a Firm Fixed Price (FFP) task order.

### A.2 SERVICE REQUIREMENTS

The outcomes to be achieved are one Power Support Systems Mechanic who will support to Public Works Facility Sustainment. The Power Support Systems Mechanic shall examine, troubleshoot, overhaul, rebuild, or make major repairs to powered Support systems, including the major components (e.g., engines, generators, alternators, gears, compressors, and hydraulic, pneumatic, electrical components) of one or several of the following groups: aircraft ground support equipment, general utilities support equipment, and engineering and construction support equipment. Specific support services are stated within the Performance Work Statement (PWS). The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

### A.3 PRIOR CONTRACT INFORMATION

This contract partially replaces contract N00178-09-D-5730-JM02, which expires on 31 August 2014. The incumbent contractor is FutureNet Group, Inc. of 12801 Auburn Street, Detroit MI 48223.

### A.4 LOCATION

As shown in Section C, the work to be performed under this task order is at Naval Air Station Key West, Florida.

### **A.5 COMPETITION ENVIRONMENT**

This contract was solicited as 100% small business set-aside.

Only those contractors containing a SeaPort-e IDIQ MAC in the Gulf Coast Region were considered for this procurement.

#### A.6 NAICS CODE

The NAICS code is 541330, Engineering Services.

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### SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	POWER SUPPORT SYSTEMS MECHANIC (PSSM) - NAS KEY WEST - EACH = ONE8 HOUR WORK DAY (WCF)	125.0	EA	\$281.12	\$35,140.00
8001	R499	OPTION PERIOD 1 -POWER SUPPORT SYSTEMS MECHANIC (PSSM) - NAS KEY WEST - EACH = ONE8 HOUR WORK DAY (WCF)	125.0	EA	\$281.12	\$35,140.00
		Option				
8002	R499	NAVY COMMERICAL ACCESS CONTROL SYSTEM (NCACS)/ RAPIDGATE ENROLLMENT AND 1 EMPLOYEE REGISTRATION (WCF)	1.0	LO	\$200.48	\$200.48

### **B.1 FULLY LOADED PRICING**

All pricing is 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 from <u>1 September 2014</u> through <u>28 February 2015</u> the labor hours are based on 125 total work days (excluding Federal holidays) @ 8 hours per work day. 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 from 1 March 2015 through 31 August 2015, the labor hours are based on 125 total work days (excluding Federal holidays) @ 8 hours per work day. 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 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

# PERFORMANCE WORK STATEMENT (PWS) FOR POWER SUPPORT SYSTEMS MECHANIC AT PUBLIC WORKS DEPARTMENT (PWD) KEY WEST, FL

### SCOPE.

Under this task order, the contractor will independently provide support services to satisfy the overall operational objectives of the execution of NAVFAC Southeast's broad and diverse mission of facilitating inter-governmental operational requirements. This position will provide Power Support Systems Mechanic support to Public Works Facility Sustainment. The primary objective is to provide contractor services and deliverables through performance of a Power Support Systems Mechanic.

### ORGANIZATION.

Naval Facilities Engineering Command, Southeast, Jacksonville, FL

### TASKS/SERVICES. The contractor shall:

- Examine, troubleshoot, overhaul, rebuild, or make major repairs to powered Support systems, including the major components (e.g., engines, generators, alternators, gears, compressors, and hydraulic, pneumatic, electrical components) of one or several of the following groups:
  - Aircraft ground support equipment (e.g., jet engine starters, power supply units, air cycle air conditioners, and power generation systems);
  - General utilities support equipment (e.g., standard combustion powered generating systems, including load equalizing circuits, for hospitals, offices, water plants, etc.);
  - Engineering and construction support equipment such as large combustion powered generators and compressors; mobile shops and similar special purpose units used in engineering or construction projects.
- Performs general servicing, adjustments, inspection, trouble shooting, preventive maintenance and repair of Mobile Electric power generating plants and the related electrical and mechanical sub-components, in addition to equipment listed above.
- Maintains efficient operation of various parts of electrical regulating: starting, generating, and distribution system. Analyzes operation of generators, alternators, transformers, power control devices, starters, motors, electrical or Electro-mechanical governors, and related equipment by means of various instruments; such as ohmmeters, voltmeters, meg-ohm meters and ammeters. Records readings and observations and compares them with standards. Makes appropriate adjustments and repairs.
- Disassembles the various electrical components of mobile electric power plants and support equipment. Repairs or replaces electrical motors, generators, alternators, starters, regulators, electrical Electro-mechanical governors, and associated circuits.

### DELIVERABLES.

Completes assigned work within time specified for that task.

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

The contractor must have:

- A thorough knowledge of the mechanical and electrical makeup and operation of powered support systems such as those described above, including their major mechanical, electrical, hydraulic, and pneumatic components.
- Skill in troubleshooting and repairing some of the following; diesel, gasoline, and/or multi-fuel engines (e.g., overhauling those of 3 to 8 cylinders and up to 500 horsepower or making less extensive repairs to larger, more complex engines); gearing and governing components for controlling, changing or transferring speed and power: hydraulic and pneumatic systems and controls, conditioning (cooling, heating, dehumidifying) systems; turbine

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- engines; combustion powered generators and compressors, or other comparably complex components; this includes ability to completely disassemble, reassemble, overhaul and adjust to specifications.
- Skill in troubleshooting and repairing electrical and transistorized systems with components such as transistors, resistors, rectifiers, switches, relays, meters, governors, harness wiring, commuters, slip rings, brushes, capacitors, generators, motors, timing and sequencing devices, and solid state DC voltage regulators;
- · Skill in troubleshooting electrical and transistorized sensing and controlling devices and panels for engines and generators, e.g., overvoltage, under voltage, over frequency, under frequency, over temperature, fire detection, and low oil pressure.
- Ability to read and use technical manuals, illustrations, diagrams, schematics, and similar guides covering the complete assembly, troubleshooting and layout of powered support systems;
- Ability to use a wide range of complex troubleshooting, testing and repairing equipment for mechanical and electrical systems, e.g., dynamometers, load banks, impedance bridges; multi-meters, equipment and system test cells or stands, flow meter panels, oscilloscopes, turbine engine and analyzers and balancing machines, in addition to less complex equipment such as common mechanic's hand tools, voltmeters, ohmmeters, pressure gages, leak detectors, drills, and hones.
- Knowledge of the basic principles behind the operation of most of the following: AC and DC electric power
  generation systems combustion powered reciprocating engines; turbine engines; multi-drive gear unit; heating and
  cooling system; pneumatic, hydraulic systems, pressure regulators and electrical switching, harness wiring, and
  metering systems;
- Ability to measure and work within close tolerances, clearances, and specifications such as those involved in balancing parts which rotate up to 60,000 RPM or clearances of one hundredth to one thousandth of an inch between moving parts.
- · Must be able to read and interpret electrical and mechanical drawings and schematics.
- Have a high level of professional knowledge of repair and overhaul of alternating, generating, and starting of electrical power plants and related components.
- · Ability to handle weights and loads.
- · Must possess a current valid Florida state driver's license.
- · Must be able to obtain a security clearance when applicable or required.

### PERIOD OF PERFORMANCE.

The base period of performance is for 6 months from <u>1 September 2014 to 28 February 2015</u> with a six month option period from 1 March 2015 through 31 August 2015.

### PLACE OF PERFORMANCE.

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

### OPERATIONAL HOURS.

Work will be performed 40 hours per week during normal business hours, Monday- Friday, excluding Federal holidays.

**OVERTIME.** Overtime is not authorized.

SAFETY ISSUES. None.

### 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.

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

Work under this task order is UNCLASSIFIED. 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. If

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

# 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 accordance with the Federal Travel Regulation (FTR).

#### TASK TYPE.

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 <a href="http://www.rapidgate.com/">http://www.rapidgate.com/</a> 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: David Mclaughlin

Phone: (305) 293-2210

E-Mail: david.l.mclaughlin@navy.mil

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### SECTION D PACKAGING AND MARKING

Not Applicable.

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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:

8000 9/1/2014 - 2/28/2015 8002 9/1/2014 - 8/31/2015

### F.1 CLIN - DELIVERIES OR PERFORMANCE

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

8001 03/01/2015 - 08/31/2015

Services to be performed hereunder will be provided at NAS Key West, Florida

### F.2 DELIVERABLES

			Distribu	tion	
Form Attachment	Deliverable	Date (s) of		Copies (including	
Number	Title	Submission	Original	original)	Frequency
N/A	Work Schedule	As specified	KO & COR	1	Before work commences.
N/A	Work Schedule	As specified	KO & COR	1	Monthly (due by the 5 <sup>th</sup> working day of the month).

May be submitted via email.

### F.3 ECMRA REPORTING

NMCARS 5237.102(a)(1)(90)

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

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 <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.

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### SECTION G CONTRACT ADMINISTRATION DATA

### **G.1 POINTS OF CONTACT**

Contracting Officer Representative David L McLaughlin, FS Building A-437 Key West, FL 33040 david.l.mclaughlin@navy.mil 305-293-2210

Contracting Officer Rebecca Jones PO Box 30, Bldg 903 NAS Jacksonville, FL 32212 rebecca.m.jones@navy.mil 904-542-8816

### **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 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 <u>252.232-7003</u>, 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 <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>
- (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.

Field Name in WAWF	Data to be entered in WAWF
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)	<u> </u>
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: david.l.mclaughlin@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.

Contracting Officer: rebecca.m.jones@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

<u>Purpose</u>: 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. <u>Critical performance processes and requirements</u>. Critical to the performance of the Power Support Systems Mechanic is the timely, accurate and thorough completion of all contract/task order requirements.

### 2. Performance Standards

- a. <u>Personnel</u> 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. <u>Deliverables</u> 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.  $\underline{Cost}$  The Contracting Officer Representative (COR) will review and recommend payment of monthly invoices, throughout the contract and/or task order performance period(s).
- d. <u>Past Performance</u> 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. <u>Surveillance methods</u>: 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. <u>Performance Measurement</u>: Performance will be measured in accordance with the following table:

Performance	Performance	Surveillance	Frequency	Acceptable
Element	Requirement	Method		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. <u>Contractor Performance Assessment Reporting System (CPARS) Assessment Ratings:</u> 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

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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.

6. <u>Contractor Assessment</u>: 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

Cumulative Funding 35340.48

SLINID PR Number Amount

8000 35140.00

LLA:

AA 97X4930 NE1K 000 77777 0 069450 2F 000000

Standard Number: N6945014RC74568

COST CODE: 69450RC74568

8002 200.48

LLA:

AA 97X4930 NE1K 000 77777 0 069450 2F 000000

Standard Number: N6945014RC74568

COST CODE: 69450RC74568

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### SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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.

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### SECTION I CONTRACT CLAUSES

### 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)

### 52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (May 2014)

In compliance with the Service Contract Labor Standards statute 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.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Schedule Step	Title	Monetary Wage
WG-10	2	Power Support Systems Mechanic	\$24.14

Note: Based on Federal Wage System Regulat and Special Production Facilitating Wage Rate Schedules for the Miami, Florida (MLF) Wage Area issued 1 April 2014. Fringe Benefits are not included in the monetary wage rates shown in the table above.

(End of Clause)

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

# 52.222-99 – ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS. (DEVIATION 2014-00017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

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- (a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.
- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

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### SECTION J LIST OF ATTACHMENTS

Attachment 1 - Revised WD