

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-12-D-6876		2. DELIVERY ORDER NO. WE01		3. EFFECTIVE DATE 2014 Aug 22		4. PURCH REQUEST NO. N4008514R5527		5. PRIORITY Unrated	
6. ISSUED BY NAVFAC Mid-Atlantic 9742 Maryland Avenue Norfolk VA 23511-8732			CODE N40085	7. ADMINISTERED BY DCMA DENVER Denver Federal Center Building 16, 6th Avenue and Kipling Street, P.O. Box 25586 Denver CO 80225-0586			CODE S0602A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Frankie Friend & Associates, Inc. 2305 E Arapahoe Rd, Ste 132 Centennial CO 80122-1522			CODE OY311	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	X SMALL	
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X	SMALL DISADVANTAGED	
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		X	WOMEN-OWNED	
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

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

TFPowers Business Development			
Frankie Friend & Associates, Inc.			
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:		

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA		25. TOTAL	\$297,226.00
	BY: /s/Cynthia Y Brown		26. DIFFERENCES	
		08/22/2014	CONTRACTING/ORDERING OFFICER	

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
	PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR

f. TELEPHONE	g. E-MAIL ADDRESS	FINAL	34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT COMPLETE	

a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	PARTIAL	35. BILL OF LADING NO.
		FULL	

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

### **GENERAL INFORMATION – SECTION A**

#### **A.1 TYPE OF CONTRACT**

Award of this solicitation will result in a Firm Fixed Price (FFP) task order.

#### **A.2 SERVICE REQUIREMENTS**

The outcome to be achieved is two Construction Engineering Technicians and two Construction Managers at the ROICC office at the Marine Corps Logistics Base in Albany, GA. Personnel will provide services to satisfy the overall operations objectives of the execution of NAVFAC Mid Atlantic's broad and diverse mission of facilitating inter-governmental operational requirements. The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

This is a follow-on requirement to Contract Number N00178-10-D-6237 Task Order JM02. The prior contractor was Planate Management Group, LLC.

#### **A.3 LOCATION**

As shown in Section C, the work to be performed under this solicitation and resulting task order is at Marine Corps Logistics Base, Albany, GA.

#### **A.4 COMPETITION ENVIRONMENT**

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

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

#### **A.5 NAICS CODE**

The NAICS code is 541330, Engineering Services.

#### **A.6 SECTION L&M, PROPOSAL INSTRUCTIONS**

See Section L for instructions regarding Pre-award Inquiries/Requests for Information (RFI) and how to package and submit proposals. Proposals are to be submitted via SeaPort-e only, as instructed in Section L.

See Section M for the evaluation factors.

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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	R425	Construction Engineering Technicians (Quantity = 2)Base Period (Fund Type - OTHER)	3824.0	HR	\$29.77	\$113,840.48
8001	R425	Construction Engineering Technician Overtime Base Period (Fund Type- OTHER)	200.0	HR	\$35.98	\$7,196.00
8002	R425	Construction Managers (Quantity = 2) Base Period (FundType - OTHER)	3824.0	HR	\$43.98	\$168,179.52
8003	R425	Construction Manager Overtime Base Period (FundType - OTHER)	200.0	HR	\$40.05	\$8,010.00
8004	R425	Construction Engineering Technicians (Quantity = 2) Option Period 1 (Fund Type - OTHER)	3824.0	HR	\$29.77	\$113,840.48
		Option				
8005	R425	Construction Engineering Technician Overtime Option Period 1 (Fund Type - OTHER)	200.0	HR	\$35.98	\$7,196.00
		Option				
8006	R425	Construction Managers (Quantity = 2) Option Period 1 (Fund Type - OTHER)	3824.0	HR	\$44.87	\$171,582.88
		Option				
8007	R425	Construction Manager Overtime Option Period 1 (Fund Type - OTHER)	200.0	HR	\$40.86	\$8,172.00
		Option				
8008	R425	Construction Engineering Technicians (Quantity = 2) Option Period 2 (Fund Type - OTHER)	3824.0	HR	\$29.77	\$113,840.48
		Option				
8009	R425	Construction Engineering Technician Overtime Option Period 2 (Fund Type - OTHER)	200.0	HR	\$35.98	\$7,196.00
		Option				
8010	R425	Construction Managers (Quantity = 2) Option Period 2 (Fund Type - OTHER)	3824.0	HR	\$45.77	\$175,024.48
		Option				
8011	R425	Construction Manager Overtime Option Period 1 (Fund Type - OTHER)	200.0	HR	\$41.67	\$8,334.00
		Option				

SECTION B

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## B.2 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 PRICING BASIS:

The pricing structure includes four contract line item numbers (CLINs) for each period of performance. For the Base period of performance, the following summary is provided:

- CLIN 8000 - Two Construction Engineering Technicians - Proposed pricing shall be based on a total of 3,824 hours
- CLIN 8001 - Construction Engineering Technician Overtime (Option) - Proposed pricing shall be based on a total of 200 hours
- CLIN 8002 - Two Construction Managers - Proposed pricing shall be based on a total of 3,824 hours
- CLIN 8003 - Construction Manager Overtime (Option) - Proposed pricing shall be based on a total of 200 hours

Each option period is based on the same pricing structure above. The first option period includes CLINS 8004-8007 and the second option period includes CLINS 8008-8011.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS) FOR CONSTRUCTION ENGINEERING TECHNICIANS AND CONSTRUCTION MANAGER

#### 1. ORGANIZATION

Naval Facilities Engineering Command (NAVFAC), Mid-Atlantic, Norfolk, VA

#### 2. SCOPE

Under this task order, the Contractor will independently provide services as set forth in the remainder of this document in support of the overall operational objectives of Naval Facilities Engineering Command Mid-Atlantic (NAVFAC ML). This contract/task order requirement is to provide Engineering Technician (ET) and Construction Manager (CM) support services for the Resident Officer in Charge of Construction (ROICC) located at the Marine Corps Logistics Base (MCLB) Albany, Georgia.

#### 3. TASKS/SERVICES

##### 3.1 CONSTRUCTION ENGINEERING TECHNICIANS AND CONSTRUCTION MANAGERS

The Engineering Technician role is to assist NAVFAC ML with the enforcement of construction contract provisions and MCLB Policies specifically quality control, base operational policies and safety requirements. Personnel providing QA support recommend approval of work in accordance with assigned contracts and have the authority to stop any portion of the construction contractor's work that poses an imminent danger to personnel, equipment, or property.

The Construction Manager (CM) will provide technical services and expertise related to all phases of construction on a variety of projects within the AOR.

##### 3.1.1 PRE-AWARD TECHNICAL SUPPORT

The Construction Engineering Technician will:

- For both design-bid-build and design-build projects, reviewing pre-final contract drawings and specifications (including technical RFPs) and performing on-site visits to review constructability and compatibility with actual field conditions.
- Guide contractors on pre-award site visits

The Construction Manager will:

- Review pre-final contract drawings and specifications with respect to constructability and compatibility with actual field conditions
- Attend contractor pre-bid project site visits and answer or document questions as permissible

##### 3.1.2 CONTRACT TECHNICAL SUPPORT POST-AWARD

The Construction Engineering Technician will:

- Maintain extensive, daily contact with key contractor representatives to promote an atmosphere of partnering and cooperation and to quickly resolve problems and maintain construction schedule
- Coordinate temporary utility and communication hook-ups for contractor
- Coordinate lay-down area and storage areas as required
- Coordinate utility outages and road closures
- Coordinate excavation, hot work, burn and other construction-related permits as required
- Monitor contractor's adherence to NPDES best management practices including verification of any permit required activities including inspections, repairs and testing
- Act as main point of contact for daily Supported Command interface/coordination in the field
- Support collateral equipment installation and phone/data/communication connections

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- Assist with coordination of warranty work if requested by facility owner/occupant
- Coordinate the installation of key cores with key facility and turnover keys to owner/occupant
- During design development and constructability review, provide technical knowledge of local conditions including availability of construction materials and skilled labor. For problems found, make solution recommendations for designer consideration.
- Assist with coordination of groundbreaking ceremony
- Monitor the construction contractor's performance of required material testing and analysis in accordance with the contract requirements, review for compliance and make recommendations for corrections.
- Conduct labor standard interviews with construction contractor personnel as required by labor standards and provide inputs to Construction Manager (CM).
- Actively participate in partnering sessions depending on the nature and scope of the construction contract. Facilitate effective relationships and processes between contractors, Supported Command, and government team members
- Attend and assist with issues discussed during the post-award kickoff meeting (as applicable) and pre-construction conference, as well as all other mandatory meetings
- Support the review/approval of all government approved technical and administrative submittals including but not limited to the schedule of prices, contractor's baseline critical path schedule, accident prevention plan, activity hazard analyses, safety and health plan, quality control plan, test plans/reports, performance verification tests of major systems, etc.
- Investigate engineering problems that may arise on construction contracts, such as unforeseen conditions, contractor requests for information (RFIs), and dimension conflicts. Make recommendations for solutions to the CM
- Assist in coordinating the delivery, storage, and use of government furnished equipment
- Support preliminary scheduling meeting and review 3-week look ahead schedules. Review updates of the baseline schedule with the CM to determine if contractor is ahead, on or behind schedule. Review the critical activities to ensure the work on the construction contract remains focused on completion in the most reasonable time. Participate in the bi-weekly look-ahead meetings with the contractor to review project scheduling problems or concerns
- Review contractor invoices for accuracy against actual work-in-place. Recommend approval/disapproval/partial payment to CM
- Review, endorse and annotate as required contractor daily reports
- Assure environmental compliance by contractor and coordinate EPA jobsite visits when required
- Review and verifying the accuracy of as-built drawings on at least a monthly basis
- When applicable, coordinating with CM and issue non-compliance notice to contractor
- Support ribbon cutting events
- Support CM and CS team in the modification process including assistance with government estimates/proposal reviews and negotiations. Provide "field" level evaluation of contractor's proposal for constructability, hidden costs, alternative methods, etc.
- Ensure safety information, labor law information and all other required administrative information is properly posted at the jobsite
- Support issuance/lifting of work suspensions
- In conjunction with the CM, review Activity Hazard Analyses (AHAs) and ensure these are discussed by the prime contractor and their respective subcontractors prior to beginning each work activity or when a new work crew is to perform the work in accordance with the three phases of Quality Control (QC).
- In conjunction with the CM, review and provide recommendations towards acceptance of Accident Prevention Plan and actively enforce compliance by the contractor
- In conjunction with the CM, review and provide recommendations towards acceptance of Crane Lift Plans (including Critical Lifts) along with crane operation qualifications and certificate of compliance. Incumbent must be familiar with USACOE EM-385-1 crane safety requirements and NAVFAC P-307 (Management of Weight Handling equipment). Observe crane lifts.
- Coordinate road and utility outages with security, facility managers and police department.
- Ensure contractor conducts weekly tool box safety meetings and attend on a periodic basis to ensure effectiveness
- Ensure contractor is conducting monthly site safety self-evaluations and submitting the information with the pay vouchers/invoices; Perform worksite safety assessments
- Take appropriate, timely action to ensure contractor compliance of safety and health requirements, including leading safety stand-downs as required and recommending dismissal of key contractor staff due to non-performance or recurring violations.

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- Support reporting of contractor significant incidences/near misses, mishap investigations and the preparation of the report
- In conjunction with the CM, review and provide recommendations towards approval of contractor quality control plan
- Attend coordination and mutual understanding meeting, selected quality control, preparatory and initial meetings, and monitor three-phase checklists for accuracy and thoroughness
- Review and administer the government QA plan on assigned projects and prepare government QA reports. Ensure critical definable features of work are included
- Take/file/distribute progress photos in accordance with authority within issued photo permit from base security
- When allowed in the contract, verify quantity, condition, security, and insurance for payment of approved materials and equipment not stored on jobsite/Government property
- Validate quantity, condition, and approval of materials on site prior to invoice payments
- Coordinate support to review and witness successful testing and commissioning/certification of critical systems (ie. mechanical-HVAC/TABS/DALTS/DDC, electrical-Pad Mounted Transformers/High-Voltage Systems/Switchgear/Automatic Transfer Switches/Frequency Converters, fire and life safety/fire protection systems, roofing systems, and underwater structures). Assure quality workmanship in accordance with specifications and industry standards on concrete/masonry/stucco/structural steel/bolting/welding and other building materials/structural systems as required
- Ensure contractor certifies as required boilers and other pressure vessels, vertical transport systems, and crane systems
- Attend/witness selected tests and review all applicable test reports and results

The Construction Manager will:

- Coordinate mandatory post-award contract meetings such as post-award kickoff meetings, preconstruction conferences, partnering meetings, schedule meetings, quality control (QC) (5-part) meetings, design review meetings, coordination and mutual understanding meetings, weekly production meetings, LEED coordination meetings, Facility Turnover Planning meetings (NAVFAC Red Zone), final inspections, and all other meeting deemed relevant to the position.
- Review contractor administrative submittals such as schedules, environmental protection plans, quality control plans, accident prevention plans, and coordinate review and approval of technical "Government-approved" submittals such as shop drawings, product data, samples, design data, manufacturer's instructions, test plans/reports, certificates, and operations and maintenance (O&M) data in a timely manner
- Manage the contractor Requests for Information (RFIs) and ensure timely responses
- Monitor available project budget and time constraints, including relevant cost and schedule growth metrics, and initiating appropriate corrective actions, as necessary, to ensure funding thresholds and impacts to operational needs are not exceeded
- Incumbent must possess a keen understanding of schedules utilizing network analysis and the potential impact of modifications to the critical path
- Review construction progress at the site, daily production reports, and construction quality control (CQC) reports.
- Attend QC meetings involving critical work activities. Take necessary action (including possibly recommending dismissal of QC Manager and/or other QC staff) to assure contractor's quality control program is in accordance with the contract requirements and that three phases of quality control are being utilized
- Based on technical knowledge and coordination with designer and contractor, provide technical solutions to unforeseen problems during construction. This may include making recommendations to the official government liaison to approve field changes that have no impact on function of the facility or cost and schedule of the contract(no change in scope)
- Assist the Integrated Product Team (IPT) Project Manager (PM) in management of Post Construction Award Services (PCAS)
- Coordinate delivery, acceptance, inspection and installation of Government furnished equipment
- Coordinate installation of collateral equipment and connection of phone, data, other communication systems and utility services
- Provide technical support during negotiations
- Identify the need (and reason code) for a modification to scope, cost and/or schedule based on collaboration with the contractor, Supported Command, designer and/or other entities
- In conjunction with the Engineering Technician (ET), review Activity Hazard Analysis (AHAs) and ensure

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these are discussed by the prime contractor and their respective subcontractors prior to beginning each work activity or when a new work crew is to perform the work

- In conjunction with the ET, review and recommend acceptance of Accident Prevention Plan
- Prepare or coordinate the preparation of sketches and clarifying drawings in support of proposed changes and issuance of modifications
- Review and recommend approval of contractors' cost-loaded network analysis schedules as the basis for payments and subsequent invoices (including recommendations for retainage and/or withholding as required)
- In conjunction with the ET, review and coordinate acceptance of Crane Critical Lift Plans along with crane operation qualifications and certificate of compliance
- Ensure contractor is conducting monthly site safety self-evaluations and submitting the information with the invoices
- Provide support to the ET in securing/coordinating outages
- Take appropriate, timely action to ensure contractor compliance of safety and health requirements, including recommended dismissal of key contractor staff due to non-performance or recurring violations
- Review, for technical accuracy, statements of work and requests for proposals or quotations

### 3.1.3 PROJECT TURNOVER/CONTRACT CLOSEOUT

The Construction Engineering Technician will:

- Assist with investigation of potential latent defects
- Coordinate facility system training for user/occupants/operation and maintenance shops personnel
- Support preparation of contractor performance evaluation in CCASS
- Support the close-out process including delivery of as-built drawings, warranties, O&M manuals, and spare parts turnover
- Support the commissioning and NAVFAC Red Zone processes.
- Arrange and coordinate pre-final and final acceptance inspections
- Track completion of punch list items

The Construction Manager will:

- Prepare property record inventory documents, DD1354 Transfer and Acceptance of Military Real Property, in accordance with NAVFAC Business Management System (BMS) and in coordination with IPT Project Managers and Installation Real Property Accountable Officer (RPAO)
- Report to the assessing official regarding contractor performance for evaluations in CCASS and the processing of awards for outstanding performance, if applicable
- Complete required items to effectively close out a contract including receipt and delivery of as-built drawings, O&M manuals and warranty documents to the Supported Command/facility manager or local Civil Engineering Squadron (CES)

### 3.1.4 GENERAL ADMINISTRATION

The Construction Engineering Technician will:

- Support the processing of claims/disputes/protests/termination actions as required
- Participate, as requested, in FEC-sponsored Construction Assist Visits (CAV's)
- Assist in the facilitation and coordination of access passes/badges for contractor personnel, vehicles, and equipment including secured areas
- Ensure official contractor correspondence and submittals are included in the contract file
- When requested, provide and update necessary data for corporate reporting systems such as ieFACMAN (interoperable enterprise Facilities Management system). Use information technology tools effectively in performance of duties as set forth in applicable BMS sections
- Provide overall coordination of the construction quality management program for assigned projects. Maintain working knowledge of the requirements set forth in NAVFAC Business Management System (BMS) as it pertains to Construction Quality Management.

The Construction Manager will:

- Provide effective and timely contractual correspondence
- Ensure official contractor correspondence and submittals are included in the contract file



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- Provide support in responding to Congressional inquiries and Freedom of Information Act (FOIA) requests
- Incumbent will be capable of tactfully and professionally communicating (orally and in writing), and be capable of engaging at multiple levels of authority to obtain decisive action from all affected parties including the contractor, Supported Commands, and other Agencies. The incumbent must understand that his/her recommendations and decisions are usually accepted as the basis for final action by field office leadership
- Advise as to the specific status of projects under his/her administrative and technical control
- Provide technical support for claims/disputes/terminations processing, negotiation and resolution
- Provide or populate certain contract information required in NAVFAC enterprise Information Technology (IT) systems (primarily eContracts, but also other systems as necessary). This may include updates to the Notes field, listing the Actual Beneficial Occupancy Date (B.O.D.), and other information required by field office and NAVFAC leadership
- Provide project status updates to senior personnel within NAVFAC and Supported Commands
- Serve as coach/trainer/mentor for members who have not attained the level of expertise and experience gained by the incumbent
- When asked, actively engage as assigned on teams formed to improve processes in any area of Capital Improvements (CI) construction product line. The improvement work is managed by the CI Core and involves significant process analysis and redesign of systems and practices. The incumbent is expected to work with a team or in support of independent actions by process team leaders, lending his/her experience and expertise in the effort to improve CI processes.

#### 4. DELIVERABLES

Greater than 95% of the requirements above shall be performed on time, accurately, and completely. Service providers shall submit a bi-weekly project status report for any assigned project to the resource manager and attend any project meetings. Contractor shall provide a monthly report to the Contracting Officer summarizing service provider actions for each month. For the purposes of submission, the following personnel, or their designated representatives, are designated to receive submittals:

Construction Manager (CM)

Design Manager (DM)

Contracting Officer (KO)

Supervisory General Engineer (SGE)

Summary Reports:

Deliverable	Reference Paragraph	When due	# copies	Submit to
Employee Documentation	Certifications, License, Physical Requirements, or Other Expertise Required	Three working days following award	1	KO
Project Status Report	Tasks & Services	Friday alternate weeks	1	CM/ SGE

The Contractor shall be responsible for timely submission of the deliverables identified in the table below:

Deliverable	Reference Paragraph	When due	# copies	Submit to
Daily Quality Assurance Report	Tasks & Services	First workday of following week	1	CM
Constructability Review Comments	Tasks & Services	As required by mission	1	DM
Safety Inspection Report	Tasks & Services	As required by mission	1	CM
Cost estimate information/evaluation	Tasks & Services	As required by mission	1	CM

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Invoice Review	Tasks & Services	Within 1 work day from request of CM	1	CM
Construction Inspection Report/Punchlist	Tasks & Services	As required by mission	1	CM
Submittal Reviews	Tasks & Services	As required by mission	1	CM

## 5. CERTIFICATIONS, LICENSES, PHYSICAL REQUIREMENTS, OR OTHER EXPERTISE REQUIRED

### CONSTRUCTION ENGINEERING TECHNICIAN

Each resume MUST DEMONSTRATE the following:

- Progressively increasing duty and/or responsibility as an engineering technician, superintendent, or quality control/quality assurance manager or representative demonstrating at least 7 years of technical and practical knowledge/experience.
- Current certification of successful completion of the US Army Corps of Engineers (USACE)/Naval Facilities Engineering Command (NAVFAC) Construction Quality Management for Contractors course or otherwise demonstrated experience using the Three-phases of Quality Management.
- Demonstrated supervision and sound understanding of construction concepts, principles and practices applicable to civil, mechanical, electrical, and/or environmental projects and the design, layout, and completion of construction projects.
- Demonstrated ability to review and interpret technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.
- Thorough knowledge of construction practices and methods and construction management skills as demonstrated through specific relevant construction and/or construction management techniques and experience.
- Ability to write and speak English fluently in order to provide reports and make presentations to Government personnel.
- Demonstrated ability to monitor and lead construction projects to a successful and timely completion.
- Demonstrated knowledge of Primavera scheduling software and/or other construction scheduling software packages.
- Ability to perform strenuous activity while working outdoors in extreme heat or cold, working in confined spaces, climbing and using fall protection equipment.
- Demonstrated knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 CFR.
- Record of completion of the EM 385-1-1 Construction Safety Course (NAVFAC or USACE).
- Must successfully pass required security background investigation
- This individual will not serve on Technical Evaluation Boards, Price Evaluation Boards or Source Selection Boards as a voting or advisory member without first receiving approval for the use of advisory and assistance services by the NAVFAC Acquisition proponent IAW NFAS 37.203. In addition, this individual shall not be assigned as a Contracting Officer's Authorized Representative.

### CONSTRUCTION MANAGER

Each resume MUST DEMONSTRATE the following:

- A degree in engineering from a four year accredited Accreditation Board for Engineering and Technology (ABET) university or an architecture degree from a National Architectural Accrediting Board (NAAB) accredited university
- Experience as a CM on a contract with at least one (1) multi-story facility and a contract value exceeding \$50 million, plus a minimum of seven (7) years as a CM, construction Quality Control Manager (QCM), and/or construction superintendent
- Sound understanding of the overall supervision of construction operations
- Sound understanding of engineering concepts, principles, and practices applicable to construction
- Extensive technical and practical knowledge of construction management
- Ability to obtain a Department of Defense Confidential Clearance for unescorted visits in restricted areas

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- Ability to review technical engineering specifications and drawings
- Ability to prepare statements of work covering complex and diverse construction changes
- Oral and written competency for briefings and presentations of a technical nature
- Ability to monitor construction projects and implement effective controls to ensure a successful and timely completion
- Experience with critical path method (CPM) construction scheduling software packages
- Experience with safety and occupational health principles, practices, procedures, laws and regulations as they relate to construction

## 6. QUALITY ASSURANCE AND MONITORING OF WORK DELIVERABLES

All work under this contract shall be monitored by the COR, who will act as the primary technical representative of the Government. Final inspection and acceptance of all work performed, reports, and other deliverables shall be performed by the COR. Details of the methods of surveillance may be found in the Quality Assurance Surveillance Plan (QASP).

The COR, with the assistance of the other affected Managers, is responsible for:

- Setting task priorities, revising task priorities when necessary
- Communicating these priorities to the contractor
- Formally assessing the level of contractor performance and attributing the extent to which quality assurance and acceptable performance levels have been met

## 7. GOVERNMENT-FURNISHED EQUIPMENT (GFE)

The contractor shall have full access to GFE and software to perform the duties on the project while performing duties in government space. Government shall furnish all office space, equipment, including both computer hardware and software, necessary for the contractor to perform the assigned work on-site, unless otherwise specified, to fully satisfy all operational requirements of this contract.

All Government Furnished Property referred to in this clause will remain the property of the Government, or its contractor, and under that entity's control at all times. The Government retains the right to withdraw or reallocate these resources at any time, and without notice, during the performance of this contract. Government will provide badging and other safety equipment. The employees will provide their own steel-toed safety boots.

### 7.1 VEHICLES

Use of government vehicle in the execution of duties - In accordance with Federal Acquisition Regulation (FAR), contractors cannot use government vehicles unless contractor has motor vehicle liability insurance to cover bodily injury and property damage to protect the contractor and the Government against third-party claims arising from the use of GSA Fleet vehicles. Contractor shall provide to the Contracting Officer any required documents as set forth in FAR Subpart 51.2 prior to operating a government vehicle.

## 8. PLACE OF PERFORMANCE

The place of performance is Marine Corps Logistics Base (MCLB) Albany, Georgia.

## 9. PERIOD OF PERFORMANCE

The period of performance is 1 August 2014 thru 31 July 2015. With two (2) option years:

Option year 1: 1 August 2015 thru 31 July 2016

Option year 2: 1 August 2016 thru 31 July 2017

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## 10. TASK TYPE

Firm-Fixed Price

## 11. ADMINISTRATIVE CONSIDERATIONS

### 11.1 HOURS OF WORK

Contractor employees' work schedules will be compatible with the Government's operating hours. Typically, operating hours are 7:00 AM to 3:30 PM, Monday through Friday, with the exception of Federal Government holidays. Normal work hours will be 40 hours per week. Contractor requests for alternate working schedules shall require approval from the Contracting Officer's Representative (COR). 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).

### 11.2 PRODUCTIVE LABOR HOURS

The Contractor shall charge the Government only for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures. It is anticipated that the majority of the contractor employees will be full-time. Full-time employee is defined as 80 hours/two weeks for exempt employees and 8 hours a day for non-exempt employees.

### 11.3 FEDERAL HOLIDAYS

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government personnel also take other kinds of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures. Contract employees will not work on Government holidays or administrative leave days, and these hours should not be included in the productive direct labor hours.

### 11.4 OVERTIME

Overtime may be required as authorized by the Contracting Officer. Overtime is employee effort in excess of forty (40) hours in a standard work week, or if otherwise required by law is defined as employee effort in excess of eight (8) hours per day. In order for the Government to pay overtime labor rates, the task order must have previously authorized the overtime. The Government will not be liable for payment of overtime that was not authorized by the Contracting Officer. The maximum number of annual overtime hours allowed is 400.

### 11.5 PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

## 12. TRAVEL

Travel is not currently anticipated. However, should the need for travel arise, written authorization from the Contracting Officer is required prior to incurring any travel expenses. The authorization must approve approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. All travel has to have the specific approval of the Contracting Officer prior to incurring any travel expenses. Contractor expense reports shall be prepared and processed in accordance with the Federal Travel Regulation (FTR).

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### 13. SECURITY CONSIDERATIONS

Work under this task order is UNCLASSIFIED. The contractor will comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The contractor will 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 necessary, the contractor will be required to obtain clearances for personnel requiring access to Government computers.

Contractor personnel assigned under this task order must hold US citizenship. The contractor will initiate the appropriate level of security clearance background investigation to result in issuance of a Department of Defense Secret security clearance. Information gathered, developed, analyzed, and produced under this PWS remains the property of the U.S. and shall be protected from unauthorized or inadvertent modification, disclosure, destruction, or use. Prior to the arrival of any contractor employee to commence work under this task order at any Government site, the contractor must provide advance notice to the Government for visitor control purposes and verification of security clearance.

#### 13.1 DISCLOSURE OF INFORMATION

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order 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 United States 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.

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein. The Contractor and all employees having access to information shall be required to execute a non-disclosure agreement and provide all original signatures to the orientation briefing.

#### 13.2 ACCESS TO PROPRIETARY DATA

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort except to authorize Government personnel or upon written approval of the Contracting Officer (KO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides greater rights to the Contractor.

#### 13.3 PHYSICAL SECURITY

The Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the end of normal duty hours and/or after normal duty hours, all Government facilities, equipment and materials must be secured.

#### 13.5 KEY CONTROLS

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The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government. The Contractor shall immediately report (within one hour) to the Contracting Officer or COR any occurrences of lost or duplicated keys.

In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the Contracting Officer or COR, to re-key or replace the affected lock or locks at no cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. If a master key is lost or duplicated, the Government will replace all locks and keys for that system and deduct the total cost of that replacement from the monthly payment due the Contractor.

The Contractor must prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. Opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of work requirements in those areas is prohibited.

#### 14. 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 will 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 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 perform the final inspection and acceptance of the completed work.

#### 15. INHERENTLY GOVERNMENTAL FUNCTIONS

The contractor and their employees are not allowed to perform any inherently governmental functions. The term "inherently governmental function" is defined by OFPP Policy Letter 11-01 (<http://www.gpo.gov/fdsys/pkg/FR-2011-09-12/html/2011-23165.htm>), and is used when referring to a particular task or function that must be performed by a Government official. An inherently governmental function is one that is so closely related to the public interest as to mandate performance by Federal Government employees.

Government policy limits contractors to the performance of services related to gathering information on its behalf for the purpose of advising, offering opinions, providing recommendations and/or presenting ideas. These types of services are not inherently governmental because they do not require contractors to establish Government policies, render actionable mission/organizational decisions, or expend taxpayer dollars.

To illustrate- A contracting officer's authority to obligate Government funds on a contract represents discretionary decision-making and an outlay of taxpayer dollars. This responsibility and authority belongs to individuals who are employed by the U.S. Government and who execute their duties in accordance with the code of ethics for government service. Conversely, a contractor is primarily motivated to serve the interests of his or her private sector employer, and is presumed to have a lesser obligation or motivation to guard the public trust.

#### 16. CONTRACTING OFFICER REPRESENTATIVE (COR)

The COR 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.

(a) A Contracting Officer's Representative (COR) may be appointed to assist the Contracting Officer in administration of this task order

(b) When the appointment of a COR is deemed necessary, the Contracting Officer will issue the formal Letter of Appointment defining the scope and limitations of the authority of the designated COR. A copy of the COR appointment letter will be maintained in the contract file

(c) In no event is the COR authorized to direct any action which:

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(1) Exceeds the scope or limitations specified in the Letter of Appointment; or

(2) Constitutes a change to the Performance Work Statement (PWS) or any other term or condition of the contract/task order. Such changes may be authorized only upon written notification by the Contracting Officer

#### 17. PRIVACY ACT

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

#### 18. TASK ORDER CLOSEOUT

The contractor shall submit a final invoice within forty-five (45) calendar days after the end of the Performance Period. Along with the submission of the final invoice the contractor shall furnish a completed and signed Release of Claims to the Contracting Officer (provided as an attachment).

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## **SECTION D PACKAGING AND MARKING**

N/A



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## **SECTION E INSPECTION AND ACCEPTANCE**

N/A

## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/2/2014 - 9/1/2015
8001	9/2/2014 - 9/1/2015
8002	9/2/2014 - 9/1/2015
8003	9/2/2014 - 9/1/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

8000	9/2/2014 - 9/1/2015
8001	9/2/2014 - 9/1/2015
8002	9/2/2014 - 9/1/2015
8003	9/2/2014 - 9/1/2015

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

8004	9/2/2015 - 9/1/2016
8005	9/2/2015 - 9/1/2016
8006	9/2/2015 - 9/1/2016
8007	9/2/2015 - 9/1/2016
8008	9/2/2016 - 9/1/2017
8009	9/2/2016 - 9/1/2017
8010	9/2/2016 - 9/1/2017
8011	9/2/2016 - 9/1/2017

Services to be performed hereunder will be provided at (insert specific address and building etc.)

### F.2 DELIVERABLES

Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
			Original	Copies (including original)	
N/A	Work	As specified	KO &	1	Before work

Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
			Original	Copies (including original)	
	Schedule		COR		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 <https://doncmra.nmci.navy.mil>.

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### SECTION G

#### G.1 POINTS OF CONTACT

Contracting Officer Representative  
James L Thomas, OP11  
5500 Walker Ave.  
Albany, GA 31704 [james.l.thomas4@navy.mil](mailto:james.l.thomas4@navy.mil)  
229-639-6403

Contracting Officer / Contract Specialist  
Cynthia Brown  
9742 Maryland Avenue  
Norfolk, VA 23511  
[Cynthia.brown@navy.mil](mailto:Cynthia.brown@navy.mil)  
757-341-0085

#### 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 [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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(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 – N45201

Acceptance - N40085

(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	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N45201
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	N40085
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) Accept By	N40085

(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.

mary.bauersfeld@navy.mil

(g) *WAWF point of contact.*

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

[mary.bauersfeld@navy.mil](mailto:mary.bauersfeld@navy.mil)

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

(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 Construction Engineering Technician 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.
Contract Deliverables	Contract Deliverables furnished as prescribed in the PWS 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.

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**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. 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
8000		113840.48
LLA :		
AA 1741804 KU2N 252 62470 8 068732 2D AQC40Q		
Standard Number: N0002514WRSIOHG		
COST CODE: AA004GB16014		
8001		7196.00
LLA :		
AA 1741804 KU2N 252 62470 8 068732 2D AQC40Q		
Standard Number: N0002514WRSIOHG		
COST CODE: AA004GB16014		
8002		168179.52
LLA :		
AA 1741804 KU2N 252 62470 8 068732 2D AQC40Q		
Standard Number: N0002514WRSIOHG		
COST CODE: AA004GB16014		
8003		8010.00
LLA :		
AA 1741804 KU2N 252 62470 8 068732 2D AQC40Q		
Standard Number: N0002514WRSIOHG		
COST CODE: AA004GB16014		

BASE Funding 297226.00  
Cumulative Funding 297226.00



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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.

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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)

#### **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.

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

Employee Class	Schedule Step	Title	Monetary Wage
GS-11	1	30086 - Engineering Technician	\$27.78

Note (1): Based on General Service hourly rate pay schedule for the Rest of the United States (RUS) area effective 1 January 2014. Fringe Benefits are not included in the monetary rates shown in the table above.

Note (2): The Construction Manager position is exempt from the requirements of the Service Contract Act. However for informational purposes, Construction Managers are typically GS-12 employees.

(End of clause)

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

#### **NFAS 5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)**

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

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(End of clause)

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Department of Labor Wage Determination No. 2005-2131 (Rev.-14)

Past Performance Questionnaire

Contractor Final Release