

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
05

3. EFFECTIVE DATE
09-Apr-2018

4. REQUISITION/PURCHASE REQ. NO.
N624701RCL0018

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE
NAVSUP FLC San Diego, Code 200
3985 Cummings Road
San Diego CA 92136-4200

N00244

7. ADMINISTERED BY (If other than Item 6) CODE
DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

S0514A
SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Redhorse Corporation
1370 India Street, Ste 200
San Diego CA 92101

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-10-D-6273-NW01

10B. DATED (SEE ITEM 13)

01-May-2016

CAGE CODE
4WS86

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes—Cost Reimbursement (Aug 1987)

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

09-Apr-2018

BY (Signature of Contracting Officer)

09-Apr-2018

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

Distribution: [REDACTED]

FLCSD Code 220 Contract Negotiator: [REDACTED], Telephone: [REDACTED]; Email:  
[REDACTED]

Requisition Number: N624701RCL0018

Authority: FAR 52.243-2 Changes—Cost Reimbursement (Aug 1987)

Modification Type: Bilateral

Modification 05: The purpose of this modification is to assign new Contracting Officer Representative (COR) [REDACTED] to replace [REDACTED].

As a result of the COR change, clauses "Invoicing and Payment (WAWF) Instructions" in Section G and "Appointment of Contracting Officer's Representative" in Section H have been updated.

As a result of the above changes, the total funding for this task order remains the same at [REDACTED].

As a result of the above changes, the total Task Order ceiling remains the same at [REDACTED].

All other Task Order terms and conditions remain the same.

The conformed Task order is contained in EDA and the Seaport-E portal. A conformed copy of this Task order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 1 of 25	FINAL
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7010	B550	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - BASE YEAR (O&MN,N)	1.0	LO	██████████	██████████	██████████
7020	B550	SURGE LABOR - OPTION; BASE YEAR; SEE PWS (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7110	B550	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 1 - CNSP FUNDING (O&MN,N)	1.0	LO	██████████	██████████	██████████
7111	B550	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPORT SERVICE - OPTION YEAR 1 - NAVFAC funding (O&MN,N)	1.0	LO	██████████	██████████	██████████
7120	B550	SURGE LABOR - OPTION; OPTION YEAR 1; SEE PWS (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7210	B550	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 2 (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7220	B550	SURGE LABOR - OPTION; OPTION YR 2; SEE PWS (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7310	B550	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 3 (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7320	B550	SURGE LABOR - OPTION; OPTION YR 3; SEE PWS (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7410	B550	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 4 (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7420	B550	SURGE LABOR - OPTION; OPTION YEAR 4; SEE PWS (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████

For ODC Items:

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 2 of 25	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9010	B550	ODC in support of CLIN 7010 (O&MN,N)	1.0	LO	██████████
9110	B550	ODC in support of CLIN 7110 (O&MN,N)	1.0	LO	██████████
9210	B550	ODC in support of CLIN 7210 (O&MN,N) Option	1.0	LO	██████████
9310	B550	ODC in support of CLIN 7310 (O&MN,N) Option	1.0	LO	██████████
9410	B550	ODC in support of CLIN 7410 (O&MN,N) Option	1.0	LO	██████████

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 3 of 25	FINAL
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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS)

#### ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS)

#### SUPPORT SERVICES

#### IN SUPPORT OF

COMMANDER NAVAL SURFACE FORCE PACIFIC/

COMMANDER NAVAL SURFACE FORCE ATLANTIC

1. **GENERAL:** This is a non-personal services contract to provide Online Afloat Safety Climate Assessment Survey support services in support of Commander Naval Surface Force Pacific (COMNAVSURFPAC – a.k.a. CNSP) and Commander Naval Surface Force Atlantic (COMNAVSURFLANT – a.k.a. CNSL). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all the expertise, personnel, equipment, supplies, facilities, transportation, materials, supervision, and other items and non-personal services necessary to provide Online Afloat Safety Climate Assessment Survey (ASCAS) support services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: Commander, Naval Surface Forces mans, trains and equips the Surface fleet in support of warfighting as their number one priority. Mission success is relative to the accuracy, precision, safety, efficiency and confidence to accomplish missions and the ability to master the material, tactical and watch team proficiency requirements integral to operations at sea. To be more effective, Commanding Officers (COs) need a survey that assesses command climate in terms of crew proficiency in the six pillars of operational excellence (i.e. procedural compliance, integrity, formality, level of knowledge, questioning attitude, forceful team backup) and use of the three methods (i.e. operational risk management, Plan-Brief-Execute-Debrief model, and mishap/hazard reporting). These principles are prescribed for use and defined in COMNAVSURFPACINST and COMNAVSURFLANTINST 5100.1A.

The surveys allowed Commanding Officers assess climate and behavior to identify strengths and weaknesses across the pillars of operational excellence, which may be reinforced through leadership, policy changes, training and/or discipline. An Online survey that can assess the level of Safety Climate provides the Commanding Officer the ability to engage at the right time with the right level of effort and to effect positive changes.

The Survey assesses the perceptions of Navy and Marine sea-duty personnel on issues associated with operational safety and risk management. The surveys serve two primary purposes: (1) they provide unit commanders with timely feedback on safety issues so they may better focus their mishap prevention efforts, and (2) they collect data which is analyzed in the areas of human factors and organizational behavior which could lead to the development of more effective mishap-potential metrics and prevention policies by the Navy.

An example of how this survey benefits a Commanding Officer would reveal that the crew does not possess the appropriate level of knowledge in ship handling and that the CO could directly use this information in his training plans, while the Type Commander could then be prompted to review existing navigation training curriculum and scheduling. Another example is a Commanding Officer determination through the survey that the crew lacks team cohesion and rarely provides backup during shipboard evolutions, creating unnecessary risks. The CO then mitigates risk by actively encouraging a questioning attitude of the crew during execution of key events.

The survey should be able to identify similar problems so that leadership on board and at the TYCOM level can determine efforts needed and implement corrective actions (including Afloat Culture Workshops and specific unit-level best practices gleaned from the surveys of multiple ships and other operational units over the years).

In summary, the desired survey outcome includes identification of cultural and behavioral norms that exist in contrast to effectively employing the six pillars of operational excellence and the three methods.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 4 of 25	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

There is no organic expertise in CNSP/CNSL to perform this requirement, hence the necessity for contractual support.

1.3 Objectives: To provide an efficient and effective Online Afloat Safety Climate Assessment Survey (ASCAS) support services that provides timely data to Surface Force Commanding Officers for use in improvement in command's operational, occupational, and recreational/off-duty safety in conjunction with CNSP/CNSL Instruction 5100.1A.

1.4 Scope: Contractor shall provide following services:

- 1.4.1 Online Afloat Safety Climate Assessment Survey (ASCAS) (i.e. Web based);
- 1.4.2 ASCAS Hosting and Administration;
- 1.4.3 Survey Results, Analyses, Recommendations, and Reporting;
- 1.4.4 ASCAS Updates and Refinements.

1.5 Period of Performance: The period of performance shall be for a Base Year of 12 months and four 12-month option periods. The Period of Performance reads as follows:

POP	Start Date	End Date
Base Year	1-May-16	30-Apr-17
Option Year 1	1-May-17	30-Apr-18
Option Year 2	1-May-18	30-Apr-19
Option Year 3	1-May-19	30-Apr-20
Option Year 4	1-May-20	30-Apr-21

#### 1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Contractor shall deliver Quality Control Plan (QCP) with the proposal for inclusion in evaluation – see Section L.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: Contractor is not required to perform during following Federal Holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 0800 – 1600 hours Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed primarily at contractor's facility. Specific tasks in this PWS requires contractor to perform at Government facility.

1.6.6 Type of Contract: The government will award a Cost Plus Fixed Fee (CPFF) type of contract.

1.6.7 Security Requirements: UNCLASSIFIED

1.6.8 Special Qualifications: See paragraph 1.6.11

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 5 of 25	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The following personnel are considered key personnel by the government:

- Primary Subject Matter Expert (PSME): Industrial Psychology/Organizational Leadership
- Subject Matter Expert (SME): Industrial Psychology/Organizational Leadership

The contractor shall also provide a contract manager who is responsible for the performance of the work and shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0800 to 1600 hours, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. (Note: PSME and SME may be assigned as primary contract manager and alternate contract manager respectively; assignment shall be noted in the proposal.) See Section L for minimum qualification requirements.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situation where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to obtain and wear badges during presentation of survey results to CNSP and CNSL.

1.6.13 Contractor Travel: Contractor PSME may be required to travel CONUS once a year for a day during the performance of this contract to brief CNSP (San Diego, CA) and CNSL (Norfolk, VA) leadership. Schedule will be provided by COR no later than 30 days before the scheduled briefing. Contractor will be authorized travel expenses consistent with the provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires approval/authorization by the COR.

1.6.14 Other Direct Costs: NONE

1.6.15 Data Rights: The Government has Government Purpose Rights to all documents/material produced under this contract. See incorporated by reference DFAR Clauses 252.227-7013 Rights In Technical Data-Noncommercial Items (Feb 2014); [252.227-7016](#) Rights in Bid or Proposal Information; 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions ; [252.227-7030](#) Technical Data-Withholding of Payment; and [252.227-7037](#) Validation of Restrictive Markings on Technical Data.

1.6.16 Organizational Conflict of Interest: See Organizational Conflict of Interest clause.

1.6.17 Subcontract Management: The contractor shall be responsible for any subcontract management necessary to integrate

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 6 of 25	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Subcontractors may only be added with approval by the Contracting Officer.

## 2. DEFINITIONS AND ACRONYMS:

### 2.1. DEFINITIONS:

2.1.1 AGGREGATE SURVEY RESULTS - Numerical or non-numerical information that is (1) collected from multiple sources and/or on multiple measures, and (2) compiled into data summaries or summary reports, typically for the purposes of reporting or statistical analysis—i.e., examining trends, making comparisons, or revealing information and insights that would not be observable when data elements are viewed in isolation.

2.1.2. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.3. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.4. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.5. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.6. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.8 PARALLEL HIERARCHIES. Provides alternate grouping of data for analytical comparison.

2.1.9. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.10. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.11. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.12. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.13. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.14. WORK DAY. Days during the work week that contractor is required to perform except during periods identified in paragraph 1.6.3 and 1.6.4 above.

2.1.15. WORK WEEK. Monday through Friday, unless specified otherwise.



CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 7 of 25	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## 2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
CO	Commanding Officer
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
FAR	Federal Acquisition Regulation
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
ORM	Organizational Risk Management
PBED	Plan, Brief, Execute, Debrief
POC	Point of Contact
PRS	Performance Requirements Summary
PSME	Primary Subject Matter Expert
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
SME	Subject Matter Expert
TE	Technical Exhibit

### 3. GOVERNMENT FURNISHED ITEMS AND SERVICES: None

### 4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract.

### 5. SPECIFIC TASKS:

5.1. Basic Services. The contractor shall provide Afloat Safety Climate Assessment Survey (ASCAS) support services in support of CNSP and CNSL. The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, recommendation submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel. To ensure successful performance of requirements in this PWS, Technical Exhibit 1 – Performance Requirement Summary (PRS) is attached herein, where requirements are summarized into performance objectives. Technical Exhibit 2 – Deliverable Schedule lists the deliverables, frequency, format and to who. Technical Exhibit 3 – Estimated Workload Data is historical record of workload used during performance of previous contract and may be used by prospective contractor in developing its proposal.

The contractor shall provide following specific services:

5.2 Online Afloat Safety Climate Assessment Survey (ASCAS)(i.e. Web based). The objective is to provide an efficient and effective, ready online Afloat Safety Climate Assessment Survey (ASCAS) that provides timely data to Surface Force Commanding Officers for use in improvement in command's operational, occupational, and recreational/off-duty safety in conjunction with CNSP/CNSL Instruction 5100.1A. In pursuit of this objective, the contractor shall develop and provide a Web based survey system based on following:

5.2.1 ASCAS system (see note) to include questionnaire, shall be ready and operational within 30 calendar days (but not

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 8 of 25	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

later than 45 days) of contract award subject to evaluation and approval by the COR;

Note: Contractor may use commercial and/or non-commercial Information System (e.g. Software) as ancillary tool in the performance of this contract.

5.2.2 ASCAS survey questionnaire shall be developed to assess the Safety Climate existing in a command in relation to the concepts espoused in CNSP/CNSL Instruction 5100.1A – i.e. Technical Exhibit 4 - Six Pillars of Operational Excellence and Technical Exhibit 5 - Three Methods.

5.3 ASCAS Hosting and Administration. Contractor shall provide:

5.3.1 Secured, continuous, uninterrupted Web hosting and virus protection for the ASCAS system throughout the duration of the Period of Performance (POP) of the contract to include exercised option periods.

5.3.2 Processing and administration of the survey to the requesting command within 2 working days after receipt of request.

Note: Requests are normally made within 30 days of a change of command or at a minimum, annually for each command.

Requests are submitted to the COR for further assignment to the contractor for action.

5.4 Survey Results Analyses, Recommendations, and Reporting. Contractor shall provide:

5.4.1 Analyses of survey results with action recommendation to surveyed commands within 14 working days of survey completion.

Notes:

- Feedback results to commands shall include analysis and potential intervention strategies recommendations.
- Analysis shall be performed in accordance with the methods and processes described in the Technical proposal (i.e. as required in Section L of solicitation).
- Results and recommendations forwarded to the command shall be aggregated crew survey responses to ensure crew anonymity. Crew survey comments shall be forwarded as-is.
- Approximately 200 Afloat units participate annually, averaging approximately 16 unit requests per month (plus any follow-up questions or requests for information that CO's/OIC's may have).

5.4.2 Compilation of ASCAS survey results for contractor use in the yearly trend analysis brief; turn-over survey compilation to COR on within two weeks before last working day of contract.

5.4.3 Provide Aggregate Survey Results and Recommendations (ASR&R) in MS Word (and/or MS Excel), and MS Power Point format using aggregate methodologies to CNSP and CNSL via Email to the Force Safety Officer every last Thursday of every month. Aggregate survey results shall highlight opportunities for tailored climate survey assessments. PSME shall brief result via video or telephone conferencing when requested.

5.4.4 In-person briefing (i.e. travel authorized for this purpose; see par. 1.6.13) by the PSME to CNSP and CNSL Headquarters annually. Briefing shall include summary of survey data and trend analysis and shall provide assessments of the perceptions of Navy and Marine Corps sea-duty personnel on issues associated with operational, occupational, off duty/recreational safety and risk management.

5.5 ASCAS Updates and Refinements. Updates and refinements shall be performed only with the collaboration of the PSME and the COR. Contractor shall provide:

5.5.1 Updates – i.e. software (if used) maintenance, and functional improvements (e.g. inclusion/deletion of survey questions) as necessary; and

5.5.2 Survey refinements.

Note: Survey refinement is incorporating changes to the survey for the purpose of improving its ability to promptly and accurately assess existing command's safety climate. Survey refinement may be initiated by the contractor. It may also be initiated by the COR with collaboration of the contractor PSME. Generally 2-4 refinements per year are required. Shifts in tasking from Combatant Commanders (in response to World events), and lessons learned from completed surveys will dictate how many refinements will be required. The changes that may be required in the survey is to adapt to the changing environment of commands that are deployed, commands that are training for deployment, as well as commands returning home from deployments that are longer than normal (e.g. changes necessary to accommodate a Carrier Strike Group/Amphibious Readiness Group on a 10 month deployment, after having only 6 months off from a 6 month deployment).

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):** The contractor shall comply with all documents listed below as mandatory and referenced in Part 5 – Specific Tasks. Compliance with documents listed as non-mandatory is the contractors' option.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 9 of 25	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

MANDATORY COMPLIANCE (LIST)

CNSP/CNSL 5100.1A Surface Safety

OPNAV INST 3500.39 (Series) Operational Risk Management (ORM)

OPNAV INST 3120.32 (Series) Standard Organization and Regulations of the U.S. NAVY / Manual (SORM)

OPNAV INST 5450.337 (Series) Missions, Functions, and Tasks of Commander, United States Pacific Fleet

OPNAV INST 5239.1 (Series) Navy Information Assurance Program

NON-MANDATORY DOCUMENT (LIST)

CNSP/CNSL INST 3500.11 (Series) Surface Force Exercise Manual

OPNAV INST 5100.19 (Series) Navy Occupational Safety and Health (NAVOSH) Program Manual for Forces Afloat

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 10 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

**1.0 GENERAL.** All requirements for packaging and marking of supplies or documents associated with these services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in the individual task order.

### **2.0 DATA PACKAGING LANGUAGE.**

- 2.1 All unclassified data shall be prepared for shipment in accordance referenced Data Rights clauses.
- 2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating manual (NISPOM), DOD 5220.22-M dated January 1995.

### **3.0 MARKING OF REPORTS.**

3.1 All reports delivered by the Contractor to the Government under this task order shall prominently show on the cover of the report the following information:

- 3.1.1 Name and business address of the Contractor
- 3.1.2 Contract number
- 3.1.3 Task order number(s)
- 3.1.4 Sponsoring activity

All Deliverables shall be packaged and marked IAW referenced Data Rights clauses.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 11 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be performed in accordance with the basic MAC contract. In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

52.246-5 Inspection of Services-Cost Reimbursement

52.247-34 FOB Destination

252.246-7000 Material Inspection and Receiving Report

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 12 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7010	5/1/2016 - 4/30/2017
7110	5/1/2017 - 4/30/2018
7111	5/1/2017 - 4/30/2018
9010	5/1/2016 - 4/30/2017
9110	5/1/2017 - 4/30/2018

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

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE
7010	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - BASE YEAR	5/1/2016 - 4/30/2017
9010	ODC in support of CLIN 7010 - BASE YEAR	5/1/2016 - 4/30/2017

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

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE
7020	SURGE LABOR - OPTION; BASE YEAR; SEE PWS	5/1/2016 - 4/30/2017
7110	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 1	5/1/2017 - 4/30/2018
7120	SURGE LABOR - OPTION; OPTION YEAR 1; SEE PWS	5/1/2017 - 4/30/2018
7210	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 2	5/1/2018 - 4/30/2019
7220	SURGE LABOR - OPTION; OPTION YR 2; SEE PWS	5/1/2018 - 4/30/2019
7310	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 3	5/1/2019 - 4/30/2020
7320	SURGE LABOR - OPTION; OPTION YR 3; SEE PWS	5/1/2019 - 4/30/2020
7410	ONLINE AFLOAT SAFETY CLIMATE ASSESSMENT SURVEY (ASCAS) SUPPORT SERVICE - OPTION YEAR 4	5/1/2020 - 4/30/2021
7420	SURGE LABOR - OPTION; OPTION YEAR 4; SEE PWS	5/1/2020 - 4/30/2021
9110	ODC in support of CLIN 7110	5/1/2017 - 4/30/2018
9210	ODC in support of CLIN 7210	5/1/2018 - 4/30/2019
9310	ODC in support of CLIN 7310	5/1/2019 - 4/30/2020
9410	ODC in support of CLIN 7410	5/1/2020 - 4/30/2021

Majority of services to be performed hereunder will be provided at Contractor's facility. See PWS.

### F2 DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the Schedule of Deliverables which is Technical Exhibit 2 to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 13 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G24 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN

#### 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

#### CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" or "Task Order Manager (TOM)" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel – that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

Name: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

(d) The Task Order Negotiator is:

Name: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

(e) Ombudsman for the Fleet Logistics Center, San Diego CA is:

Name: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

(f) Contracting Officer Representative is:

Name: [REDACTED]  
Phone: [REDACTED]  
[REDACTED]

#### 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.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 14 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.

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

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

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00244
Admin DoDAAC	S0514A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	R53824
Service Acceptor (DoDAAC)	R53824
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62470
DCAA Auditor DoDAAC	HAA05B
Other DoDAAC(s)	N/A

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

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.



CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 15 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------



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

(g) WAWF point of contact.

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

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

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

(End of clause)

**252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
7010	N6247016RCL0015	[REDACTED]
LLA :		
AA 1761804 KU2N 251 62470 E 068732 2D CL0015 AA00G0336791		
9010	N6247016RCL0015	[REDACTED]
LLA :		
AA 1761804 KU2N 251 62470 E 068732 2D CL0015 AA00G0336791		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

7110 RP000717RC0104C [REDACTED]  
LLA :  
AB 1771804 70BD 252 53824 S 060957 2D C0104C 538247NU000Q

9110 RP000717RC0104C [REDACTED]  
LLA :  
AB 1771804 70BD 252 53824 S 060957 2D C0104C 538247NU000Q

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 04

7110 RP000717RC0104C [REDACTED]

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 16 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

LLA :  
AB 1771804 70BD 252 53824 S 060957 2D C0104C 538247NU000Q

7111 N6247017RCL0018

LLA :  
AC 1771804 KU2N 251 62470 068732 2D CL0018 AA00G0377050

MOD 04 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]

Cumulative Funding [REDACTED]

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 17 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NAVSUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

### NAVSUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

- (a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The offeror agrees that: during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

### CONTRACTING OFFICER'S REPRESENTATIVE (COR)

THE COR FOR THIS CONTRACT IS:

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 18 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Name: [REDACTED]

Mailing Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of Contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the Contractor shall promptly notify the Contracting Officer (Ordering Officer) in writing. No action

#### **NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)**

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of COR;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 19 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004)  
(FLCSD)**

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency

Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

- Each contractor employee will have a favorably completed National Agency Check (NAC).
- If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.
- If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.
- In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

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

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required. The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 20 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

consent to such disclosure.

## **ORGANIZATIONAL CONFLICT OF INTEREST**

### **A. Introduction**

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide an efficient and effective, ready Online Afloat Safety Climate Assessment Survey tool to Surface Force Commanding Officers for use in improvement in command's operational, occupational, and recreational/off-duty safety in conjunction with CNSP/CNSL Instruction 5100.1A. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

### **B. Definitions**

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement. .
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

### **B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST**

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract.

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

### **C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:**

The Contractor agrees that until such time as the current contract is completed, plus one year, neither it nor its affiliates shall not: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 21 of 25	FINAL
----------------------------------	---	----------------------------------	------------------	-------

discuss with any potential offeror any aspects of work under the contract.

#### D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance.

Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

#### E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

#### **ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the COMNAVSURFPAC/COMNAVSURFLANT via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

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>.

**GOVERNMENT PROPERTY.** FAR Clauses 52.245-1, 52.245-9, DFARS Clauses 252.245-7001/7002 /7003/7004 are incorporated in this contract as required in FAR Subpart 45.107(a)(1)(i) for Cost Reimbursement

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 22 of 25	FINAL
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contract type. However, no Government Property or Equipment will be issued to the Contractor in connection with the performance under this contract.



CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 23 of 25	FINAL
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## SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order. In addition, all applicable clauses incorporated by reference or full text in the basic MAC contract also apply.

### CLAUSES INCORPORATED BY REFERENCE

CLAUSE	DESCRIPTION
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
52.217-5	Evaluation of Options (Jul 1990)
52.219-13	Notice of Set-Aside of Orders (Nov 2011)
52.219-6	Notice of Total Small Business Set-Aside (Nov 2011)
52.222-19	Child Labor—Cooperation With Authorities and Remedies (Jan 2014)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.232-18	Availability of Funds (Apr 1984)
52.232-20	Limitation of Cost (Apr 1984)
52.239-1	Privacy or Security Safeguards (Aug. 1996)
52.245-1	Government Property (Apr 2012)
52.245-9	Use and Charges (Apr 2012)
52.247-34	F.o.b. Destination (Nov 1991)
252.201-7000	Contracting Officer's Representative (Dec 1991)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.227-7013	Rights In Technical Data--Noncommercial Items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)
252.227-7030	Technical Data—Withholding Of Payment (Mar 2000)
252.227-7037	Validation Of Restrictive Markings On Technical Data (Jun 2013)
252.245-7001	Tagging, Labeling, And Marking Of Government-Furnished Property (Apr 2012)
252.245-7002	Reporting Loss Of Government Property (Apr 2012)
252.245-7003	Contractor Property Management System Administration (Apr 2012)
252.245-7004	Reporting, Reutilization, And Disposal (Mar 2015)

#### **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 five years.

#### **52.252-2 -- Clauses Incorporated by Reference (Feb 1998)**

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

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 24 of 25	FINAL
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(End of Clause)

**2.216-8 -- Fixed Fee (Jun 2011)**

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of Clause)

CONTRACT NO. N00178-10-D-6273	DELIVERY ORDER NO. N00178-10-D-6273-NW01	AMENDMENT/MODIFICATION NO. 05	PAGE 25 of 25	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Technical Exhibit 1 - Performance Requirement Summary

Attachment 2 - Technical Exhibit 2 - Deliverables Schedule

Attachment 3 - Technical Exhibit 3 - Estimated Workload Data

Attachment 4 - Technical Exhibit 4 - Six Pillars of Operational Excellence

Attachment 5 - Technical Exhibit 5 - Three Operating Methods

Attachment 6 - Contract Administration Plan (CAP)

Attachment 7 - Quality Assurance Surveillance Plan (QASP)