

**PRIME CONTRACT  
N00189-12-C-Z086**

**FLOWDOWN  
CLAUSES**

If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed three years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

## PERSONNEL QUALIFICATIONS

The following general requirements are herein imposed with regard to all personnel used in the execution of this contract.

7.1 The Contractor shall be responsible for employing technically qualified personnel to perform the effort set forth herein. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract requirements. The work history of each contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract. Should the contractor identify a candidate whose qualifications fall outside the range of requirements, but has a favorable likelihood of success, the contractor will provide CNRC with justification for the placement of the candidate for CNRC approval. Only upon explicit, CNRC approval will the contractor assign the candidate to the contract. This will be handled on a case-by-case basis.

7.2 The Government reserves the right, during the life of the contract, to request work histories on any contractor employee for performing the contemplated functions of the respected labor categories in an efficient, reliable and professional manner.

7.3 Specific Personnel Qualification Requirements - Personnel required to perform the services set forth herein shall meet the following minimum qualifications for the respective labor categories.

## CIVILIAN WARRIOR CHALLENGE NRD MENTOR

7.3.1 Education -High school graduate or equivalent.

7.3.2 Must possess and maintain a valid driver's license throughout period of contract. Any conviction is grounds to end the contract with the Contractor, due to the requirement for the Contractor to maintain a valid driver's license and responsibility to Warrior Challenge candidates and their safety at all times. An example would be a "Driving Under the Influence" (DUI) conviction.

7.3.3. Maintain a professional appearance (determined by CNRC) while actively briefing Warrior Challenge programs. Appropriate PT clothing is authorized while performing screening tests and mentoring exercise techniques.

7.3.4. Effective communicator both verbally and written

7.3.5. Maintain a high degree of personal fitness. Contractor needs to lead by example in this area. Specifically the contractor must be able to maintain an exemplary degree of physical fitness. One of the contractor's primary duties involves administering the Physical Screening Test (PST) to all applicants. Therefore the contractor must maintain a level of fitness to inspire applicants by meeting the height/weight requirements set forth in OPNAVINST 6110.1H (Physical Readiness Program).

7.3.6. Possess the ability to demonstrate and explain all points of performance for exercises included in the PST.

7.3.7. General experience as a SEAL, SWCC, EOD, Diver, or AIRR.

7.3.7.1 It is required that the contractor personnel be a former SEAL, SWCC, EOD, Diver, or AIRR who served in various leadership and operational positions in their community while on active duty. Contractor personnel shall have either retired or left their respective community in good standing with a minimum of an Honorable Discharge. Contractor personnel must convey a professional and physically fit demeanor at all times. Their representation of the high fitness standards of the SEAL, SWCC, EOD, DIVER, or AIRR communities is desired in order to be a more effective mentor, leader and communicator to both potential and current future sailors in DEP. If the mentor's appearance is deemed to negatively impact recruiting efforts, steps may be taken to remove the individual from the position.

7.3.7.2. Contractor personnel will be required to effectively communicate through pro-active mentorship and leadership skills that they developed while on active duty. This mentorship and leadership of Warrior Challenge candidates will be conducted in the highest ethical manner, to maintain the standards of the communities. In addition to being a mentor and leader, contractor personnel are "coaches" who must develop their candidates to perform to their maximum potential.

7.3.7.3. To meet the requirements of this position, the contractor must understand that this position may require extensive travel. The contractor may be required to work some weekends and evenings, due the fact that many SEAL/SWCC/EOD/Diver/AIRR candidates are attending school (high school or college) and will experience scheduling challenges. The contractor is expected to demonstrate adequate scheduling flexibility to accommodate NRD requirements related to testing, mentoring and attending recruiting events

7.3.7.4. Have a proficient understanding and working knowledge of computer e-mail, voice mail, and technical support services to perform duties.

7.3.7.5 Although travel is funded through the Contractor, travel requests will be submitted through the NRD chain of command, to an individual with "By Direction" authority. This will constitute an approval to commit the government funds to support travel, and is verification that travel is official and necessary.

## 8. EMERGENCY RECALL

Communications between Contractor and Navy Recruiting Government Representative shall be maintained at all times. The contractor will provide recall information to their government representatives for the purpose of the following:

- 8.1 Severe weather reporting
- 8.2 Changes in the Threat Condition
- 8.3 Validation for access to software applications

## REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

## REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

### (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations  
Immunization  
Passports, visas, etc.  
Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

52.246-5                      Inspection Of Services Cost-Reimbursement                      APR 1984

**SECTION E PROVISIONS**  
**INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)**

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by Commander, Navy Recruiting Command, Millington.

(End of Provision)

52.242-15 Alt I              Stop-Work Order (Aug 1989) - Alternate I                      APR 1984

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

252.223-7004                      Drug Free Work Force                      SEP 1988

**SECTION H PROVISIONS**  
**LIABILITY INSURANCE (COST TYPE CONTRACTS) (FISC DET PHILA) (OCT 1992)**

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

<b>Performance Element</b>	<b>Performance Requirement</b>	<b>Surveillance Method</b>	<b>Frequency</b>	<b>Acceptable Quality Level</b>
Contractor Quality Control Plan  <i>(If required by the contract)</i>	QC activities, inspections, and corrective actions completed as required by the plan.	Inspection by the COR	Quarterly for overall QC activities;  As Required for corrective actions.	100% Compliance with the contractor plan.

Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

LIMITATION OF LIABILITY

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \$XXX inclusive of fee. It is estimated that these funds will cover the cost of performance through 30 SEPT 13. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$XXXX shall arise unless additional funds are made available and are incorporated as a modification to this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-2 Alt II	Audit and Records--Negotiation (Mar 2009) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option To Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.230-2	Cost Accounting Standards	OCT 2010
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984

52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAR 2011
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least Q 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 36 months.

(End of clause)

##### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funding is not currently available for this order. Funding provided hereunder is subject to the Continuing Resolution Acts, if any, and the final FY 13 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered. Upon approval of further CRA(s), if any, funding is released for the period of time covered by the



additional CRA (s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY13 Appropriations Act.

GOVERNMENT FURNISHED PROPERTY

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	ACQUISITION COST	DATE
Cell phones _____	<u>TBD</u>	\$16,800/yr	In place
Government Vehicle	<u>TBD</u>	\$220,000/yr	In place
Laptop Computer	<u>TBD</u>	Provided by NMCI	In place
Desktop Computer	<u>TBD</u>	Provided by NMCI	In place

Delivery of such property will be made by the local NRD.

(b) The property will be delivered at Government's expense at or near each of the 26 Navy Recruiting Districts (NRDs). These locations are listed in the Performance Work Statement.

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(d) Within 30 days after Government furnished property is determined by the Contractor to be lost damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.