

Performance Work Statement (PWS)
Record Transfer and Destruction Support
08/10/2022

1. Vision Statement

Provide document review for the potential of Record Transfer to Department of the Navy Administrative Assistant (DON/AA) and destruction services for the Naval Research Laboratory (NRL) to ensure prompt retirement or disposal of non-record material and the timely transfer of permanent records to National Archives and Records Administration (NARA), in accordance with DoDI 5015.02 DoD Records Management Program and DoDM 5200.01 Vol 3. DoD Information Security Program Protection of Classified Information.

2. Introduction

DoDI 5015.02 states “Non-record materials will be destroyed when no longer needed for business, at the discretion of the DoD Component.” The Naval Research Laboratory maintains approximately 24,416,250 pages of classified holdings of reference material, i.e. non-record material that has become obsolete and are deemed as no longer needed for retention. These documents do not constitute permanently valuable records of the U.S. Government. The documents must be reviewed to ensure none meet the criteria for permanent records, and those that do will be referred to NRL’s Record Manager for coordination with NARA and those that are considered temporary records will be appropriately destroyed.

3. Background

All documents in the NRL Classified Library are copies of documents and serve as reference material for NRL researchers. The library is a relic of the past as it predates modern classified digital library like Defense Technical Information Center (DTIC). The documents do not meet the criteria for permanently valuable historical records, as their originals have already undergone accession into the NARA through their originating organizations. To fulfill DoDI 5015.02, Naval Research Laboratory must review existing materials and determine if they require Record Transfer as permanent records or destruction as no longer need non-record materials.

4. Scope

The purpose of this contract is to provide personnel to perform document review of existing materials and determine if they require Record Transfer as permanent records or destruction as no longer needed as non-record materials. When a document is determined to be eligible for transfer to NARA, coordination will occur with DON/AA and documents will be sent for disposition. When documents are assessed to be non-record material, secret classified destruction services are required described in DoDM 5200.01 Vol. 3 for the NRL Mission Support Division, Code 1200, in the areas described below.

5. Period of Performance

The period of performance is for 1 base year of 12 months and 4 Option years.
The period of performance reads as follows:

Base Year	4/1/2023 to 3/31/2024
Option Year 1	4/1/2024 to 3/31/2025
Option Year 2	4/1/2025 to 3/31/2026
Option Year 3	4/1/2026 to 3/31/2027
Option Year 4	4/1/2027 to 3/31/2028
6-month Extension	4/1/2028 to 10/1/2028

6. Non-Personal Services

The Government **will** monitor the contractor as they perform the required tasks.

The Government **will** not assign tasks to, or prepare work schedules for, individual contractor employees.

The Contractor **shall** be responsible for managing its employees and guarding against any actions that are of the nature of personal services, or give the perception of personal services as defined in Federal Acquisition Regulation (FAR) FAR-Part 37, Service Contracting, dated 31 May 2011.

The Contractor **shall** notify the Contracting Officer (KO) if any Government requested actions constitute, or are perceived to constitute personal services.

7. Business Relations

The contractor **shall** integrate and coordinate all activity needed to execute this contract.

8. Organizational Conflict of Interest

Contractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5.

The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI.

The Contractor shall promptly submit a mitigation plan to the Contracting Officer to avoid or mitigate any such OCI.

The Contractors mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

9. Data Rights

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract will be Government owned and the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials cannot be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government will be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

10. Contract Administration and Management

The following subsections specify requirements for contract management and contractor personnel administration.

11. Contract Management

The Contractor **shall** establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this contract.

12. Personnel Administration

The Contractor **shall** provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions.

The Contractor **shall** maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. Contractor must comply with all NRL required training.

The Contractor **shall** make necessary travel arrangements for employees.

13. Contract Administration

The Contractor **shall** establish processes and assign appropriate resources to effectively administer this contract.

The Contractor **shall** respond to Government requests for contractual actions in a timely fashion.

The Contractor **shall** assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on this contract.

The Contractor **shall** deliver Monthly Accomplishment Reports in accordance with CDRL A002.

14. Contractor's Management Plan (CMP)

The contractor **shall** submit a Contractor's Management Plan (CMP) in accordance with the ISO 9001:2008 standards, defining the contractor's approach to implementing the contract.

The contractor **shall** be ISO 9001:2008 certified company.

15. Contractor Furnished Equipment, Materials, Subcontracts and Supplies

Equipment and unexpended materials and supplies purchased for or by the contractor under this contract become the property of the Government at the end of the performance period, including all options.

16. Contractor Personnel, Disciplines, and Specialties

Must be familiar with DoD 5105.21, records management standards, E.O. 13526, national security information, all DoD, NAVY and other agency regulations concerning classification management, classified markings, classified material control, and records management. Must be familiar with and know how to analyze and interpret DoD/Navy/DOE and other agency security classification guides. Must be familiar with the FOIA and privacy act regulations.

Must be familiar with DON/AA requirements.

Must be familiar with E.O. 13526, national security information, all DoD, Navy, and other agency regulations concerning the destruction of classified material.

Must be able to maintain records consistent with DoD, Navy, and NRL policy for the destruction of classified material.

The minimum education, training, and experience required by contractor personnel to perform support tasks identified in this PWS are defined in the labor category descriptions provided herein.

17. Location and Hours of Work

Accomplishment of the effort contained in this PWS primarily requires work at the Naval Research Laboratory facilities, 4555 Overlook Ave, SW, Washington, DC 20375-5320. Normal workdays are Monday through Friday except US Federal Holidays from 7:00 to 1700. Work at other facilities will require approval and need to know certification signed by the COR prior to work.

18. Performance Requirements

18.1 —Record Transfer and Destruction Database

The contractor shall provide a database to manage Record Transfer and destruction records. Contractor is responsible for all costs regarding the purchase and maintenance of the database. Database must meet all NRL IS requirements and be compatible with NRL provided systems.

The contractor shall provide contingency methods to continue the Record Transfer and destruction project should there be down time of the database or the associated information technology (IT) equipment.

The contractor shall provide a Government accessible database.

The contractor shall be responsible to maintain project database hardware and software.

The contractor shall record unclassified data Record Transfer and destruction review actions and maintain those records in the NRL-Record Transfer and destruction database. The database structure is based upon and must be consistent with fields used by NARA, other Executive Branch programs, the NRL and Naval Historical Center. These database fields must be completed for each item of material reviewed:

1. Accession
2. Document identification (i.e., serial number, document number, etc.)
3. Unclassified title
4. Classification
5. Action taken (i.e., referred, destroyed, etc.)
6. Total pages
8. RD/FRD (i.e., if present, mark yes or no)
9. Name of reviewer
10. Date of review
11. Comments
12. Other (i.e., any other information deemed relevant by reviewer or NRL)

Upon completion of contract, the contractor shall provide the completed database in section 18.1 above. The contractor will be required to make the database information available to the COR, or COR's

designated representative or high level management personnel at any time during contract performance for review.

Performance Standards

a) STD: Functional

AQL: Database shall be 100% compatible with NRL provided systems.

b) STD: Performance

AQL: The database shall be functioning 90% of the time. During downtime the contractor shall provide alternative methods to document and continue reviews.

Deliverables

Upon completion of the contract, the database shall be turned over to the Government (CDRL A001)

18.2 - Record Review and Document Disposition

Deliverables

Monthly Accomplishment Report (CDRL A002)

The contractor shall perform document by document review and appropriate disposition, whether Record Transfer or destruction will result. The contractor shall prepare any Record Transfer letters required, and mail and track all Record Transfer actions. Contractor will prepare for destruction and oversee the destruction of all non-record materials.

The Contractor shall furnish a witnessing government representative with a Certificate of Destruction indicating how much material was destroyed.

Performance Standards

a) STD: Timely

AQL: 100% Reports delivery by deadline

b) STD: Performance

AQL: 100% Accurate Destruction Certifications.

c) STD: Performance

AQL: 100% of material destruction meeting the standard as define in DoDM 5200.01 Vol. 3.

The Contractor shall prepare all documentation for Record Transfer actions required, and track all Record Transfer actions.

Performance Standards

a) STD: Accuracy

AQL: 100% of the-Record Transfer documentation shall be in the proper format.

b) STD: Performance

AQL: 100% of the information that results from Record Transfer actions shall be documented in the Record Transfer and destruction database.

c) STD: Performance

AQL: 100% of the-Record Transfer actions shall be tracked.

19. Security

All Contractor personnel assigned to this Contract require a completed Tier 5 investigation and final TS clearance, and must have access granted to NATO and Restricted Data. Contractor must comply with all NRL security procedures and policies.

All contractors (including subcontractors) identified in the Performance Work Statement shall supplement their current security practices by requiring any personnel involved in executing the contract to complete Government-sponsored and administered DON Records Management Training, Operations Security (OPSEC) training, OPSE-1301 and any OPSEC guidance that may pertain to the project.

20. Deliverables

The contractor **shall** provide deliverables with the schedule and format as described in the Performance Requirements Section of this contract and outlined in the CDRLs listed below.

Identifier	Name	Description
A001	Record Transfer and Destruction Database	Tracking database
A002	Monthly Accomplishment Report	Records all actions accomplished
A003	Production Status Meeting	Documents technical discussions, attendees, technical reports, and required documentation

Performance Requirement Summary (PRS)

Task	Requirement	Standards/AQLs
Records Transfer and Destruction Database	Contractor shall provide a database to manage Records Transfer and destruction records.	<p>a) STD: Functional</p> <p>Database shall be 100% compliant and compatible with NRL provided systems.</p> <p>b) STD: Performance</p> <p>The database shall be functioning 90% of the time. During downtime the contractor shall provide alternative methods to document and continue reviews.</p>
Record Review and Document Disposition	The Contractor shall furnish a witnessing government representative with a	<p>a) STD: Timely</p> <p>100% Reports delivery by deadline</p>

	Certificate of Destruction indicating how much material was destroyed.	<p>b) STD: Performance</p> <p>100% Accurate Destruction Certifications.</p> <p>c) STD: Performance</p> <p>100% of material destruction meeting the standard as define in DoDM 5200.01 Vol. 3.</p>
Record Review and Document Disposition	The Contractor shall prepare all documentation for Record Transfer actions required, and track all Record Transfer actions.	<p>a) STD: Accuracy</p> <p>AQL: 100% of the Record Transfer documentation shall be in the proper format.</p> <p>b) STD: Performance</p> <p>100% of the information that results from Record Transfer actions shall be documented in the Record Transfer and destruction database.</p> <p>c) STD: Performance</p> <p>100% of the Record Transfer actions shall be tracked.</p>