

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-12-D-7066		2. DELIVERY ORDER NO. EX02		3. EFFECTIVE DATE 2015 Sep 16		4. PURCH REQUEST NO. N4703915RCD9231		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 Charles P Reilly III/208.1G 215-697-1311			CODE N00189		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR SYNCHRON, LLC 6920 Heathstone Court Fairfax Station VA 22039-1828			CODE 6JEW1		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. PURCHASE Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			SYNCHRON, LLC Alexander Sears Principal								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA  BY: /s/Shannon L Mitchell			25. TOTAL \$687,489.94		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE	g. E-MAIL ADDRESS				FINAL						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER				
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER									
		PARTIAL			FULL			35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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## GENERAL INFORMATION

### **Point of Contact/Communication:**

The contracting point of contact is Charles Reilly III, who can be reached at 215-697-1311 or via email at [Charles.reilly@navy.mil](mailto:Charles.reilly@navy.mil).

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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
1000	D399	Labor IAW PWS. (O&MN,N)	1.0	LO			
100001	D399	Funding in support of CLIN 1000 (O&MN,N)					
100002	D399	Funding in support of CLIN 1000 (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001		Deliverables IAW PWS. Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1002	D399	Option I. Labor IAW PWS. (O&MN,N) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1003		Option I. Deliverables IAW PWS. Not Separately Priced.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
3000	D399	Travel in support of CLIN 1000 IAW JTR. NTE Amount. (O&MN,N)	1.0	LO			
300001	D399	Funding in support of CLIN 3000 (O&MN,N)					
3001	D399	ODCs in support of CLIN 1000 IAW JTR. NTE Amount. (O&MN,N)	1.0	LO			
300101	D399	Funding in support of CLIN 3001 (O&MN,N)					
3002	D399	Option I. Travel in support of CLIN 1002 IAW JTR. NTE Amount. (O&MN,N) Option	1.0	LO			
3003	D399	Option I. ODCs in support of CLIN 1002 IAW JTR. NTE Amount. (O&MN,N) Option	1.0	LO			

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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	D399	Option II. Labor IAW PWS. (O&MN,N) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001		Option II. Deliverables IAW PWS. Not Separately Priced.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4002	D399	Option III. Labor IAW PWS. (O&MN,N) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4003		Option III. Deliverables IAW PWS. Not Separately Priced.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	D399	Option II. Travel in support of CLIN 4000 IAW JTR. NTE Amount. (O&MN,N) Option	1.0	LO	
6001	D399	Option II. ODCs in support of CLIN 4000 IAW JTR. NTE Amount. (O&MN,N) Option	1.0	LO	
6002	D399	Option III. Travel in support of CLIN 4002 IAW JTR. NTE Amount. (O&MN,N) Option	1.0	LO	
6003	D399	Option III. ODCs in support of CLIN 4002 IAW JTR. NTE Amount. (O&MN,N) Option	1.0	LO	

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

- (a) The level of effort for the performance of this contract during the period from the start of contract performance to

\_\_12\_\_ months thereafter is based upon \_\_\_\_\_ estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional \_\_\_\_\_ estimated manhours of direct labor, for a total level of effort of \_\_\_\_\_ estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Categories	Base	Opt I	Opt II	Opt III
Specialist Senior Principle	████	████	████	████
Senior Specialist	████	████	████	████
IT Specialist (ACTR)	████	████	████	████
Senior IT Specialist (SharePoint)	████	████	████	████
<b>Total</b>	████	████	████	████

(c) The Estimated Total Hours include subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. 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 five 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."

(End of Provision)

**LOCAL CLAUSES AND PROVISIONS**

**PAYMENT OF FIXED FEE (FEB 1996)**

The fixed fee for work performed under this task order is \$\_\_\*\*\_\_ provided that approximately \_\_\*\*\_\_ hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than \_\_\*\*\_\_ hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$\_\_\*\*\_\_ per direct labor hour invoiced by the contractor. All payments shall be in accordance with

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the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

\*\*TBD at award

(End of Provision)

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **Performance Work Statement Integration and Interoperability and IT Data Management Adaptation of SharePoint into N9 processes**

#### **Department of the Navy, Chief of Naval Operations (OPNAV) Warfare Integration N9I**

#### **1. INTRODUCTION**

OPNAV is procuring a contract Senior Technical Analytical Support for Integration and Interoperability (I&I) in support of Integrated Warfighting Capabilities (IWC) and information technology security mandates and cost efficiency initiatives, to include application rationalization. The contract will also provide assistance across the N9 organization in implementing and using SharePoint. The government intends to contract for these services using the Seaport-e contract vehicle.

#### **2. BACKGROUND**

The mission and function of the Warfare Integration, N9I is to integrate war fighting goals and objectives into the battle force requirements development process to enhance war fighting capabilities for all warfare disciplines affordably. N9I is the N9 agent for overall Navy and naval warfare requirements coherence and wholeness, coupled with program interoperability and integration, and leads to the development of an integrated, supportable Program Objective Memorandum.

The Integration and Interoperability Branch is responsible for improving warfighting capability by identifying gaps between fielded/fielding systems and platforms and providing gap closure recommendations across the range of Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel and Facilities (DOTMLPF) for Navy program assessments and investments in support of Integrated Warfighting Capabilities (IWC). The I&I branch is also responsible for coordinating Navy Cyber Information Technology (IT) issues, both tactical IT and business IT, across the N9 portfolio.

#### **3. SCOPE**

The work will include providing technical and management support of I&I and mission level requirements to ensure Navy systems being developed and delivered provide integrated warfighting capabilities across multiple platforms, weapons, and sensors to create desired mission level effects. The contractor will support management of the complex data of this integrated warfighting assessment process. The work will include technical review and support of N9 programs' adherence to Navy information technology plans and policies, including CYBER, and will require record keeping in various databases. The work will also include providing assistance across the N9 organization in implementing and using SharePoint.

#### **4. TASKS**

4.1 The Contractor shall perform the following tasks and produce the following products in support of this order:

4.1.1. The contractor will provide Interoperability and Integration analytic and database support. Specific support requirements include, but not limited to the following:

4.1.1.1 Analysis of enterprise-wide I&I process in support of OPNAV I&I manager.

4.1.1.2 Coordination of efforts between OPNAV, System Command Weapons Centers of Excellence and the Operational Test and Evaluation Force (OPTEVFOR).

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4.1.1.3 Integration of I&I data and findings into SharePoint and mapping of data exchange between I&I enterprise and SharePoint. Create a SharePoint-based Management Dashboard for I&I activities to include management of the strategic I&I budgetary affairs, insights into Fleet Forces (FF), Warfare Center of Excellence (WCOE), and SYSCOM activities and products that support Warfare Capability Baseline/Integrated Capability Package (WCB/ICP) development efforts and processes that support the Naval Integrated Fires Capability Counter Air (NIF-CA) efforts.

4.1.1.4 Track material solutions through the JCIDS, PPBE, and acquisition process.

4.1.1.5 Develop analysis to determine return on investment of the I&I process.

4.1.1.6 Coordinate and schedule working groups of stake holders to identify requirements for a system that will allow sharing of I&I data from various sources at appropriate clearance levels.

4.1.1.7 The contractor shall provide support in development of N9I POM Issue Sheets for I&I and associated WCB and ICP topics as required.

4.1.1.8 The contractor shall provide support in development, coordination and scheduling of senior leadership briefings as required.

4.1.2 The contractor will provide analytic and management support of I&I branch's Cyber Information Technology coordination responsibilities. Specific areas of support include, but not limited to the following:

4.1.2.1 Provide support in application rationalization for N9-sponsored programs.

4.1.2.2 Analyze CYBER/C4I platform integration requirements and provide findings in summary reports.

4.1.2.3 Analyze CYBER security/XP migration requirements and provide findings in summary reports.

4.1.2.4 Track recommendations of various governance and decision forums (NEIGB, TFCA, FCRC, R3B) and evaluate effect on N9 equities.

4.1.2.5 Review N9 programs in the DIPRDON database, clean up errors and redundancies, and develop recommendations for long term improvement. Provide support in managing approved changes.

4.1.2.6 The contractor shall support the development, coordination and scheduling of senior leadership briefings as required.

4.1.2.7 Coordinate and schedule working groups of stake holders to identify requirements for a system that will allow sharing of IT/Cyber data from various sources at appropriate clearance levels.

4.1.3 The contractor will provide SharePoint Technical and Management support across N9. Specific areas of support include, but not limited to the following:

4.1.3.1 Build customized SharePoint sites for N9 organizations for overall N9 collaboration while coordinating between N9 Codes to ensure all requirements to migrate each N-code are met.

4.1.3.2 Coordinate efforts to implement SharePoint SIPR rollout across N9.

4.1.3.3 Build out the Integration and Interoperability SharePoint site to migrate documents from shared drives and SYSCOMs over to iNavy SharePoint environment and enable a clear visualization of the WCB/ICP process execution and supporting data overlaid with N9s view of the organization.

4.1.3.4 Establish site templates to build out each unique N9 codes sites.



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4.1.4 The contractor shall provide OPNAV N9 ACTR/Information Technology IT Administration Support Services. Contractor shall provide IT management support to OPNAV N9 branches and associated resource programs which include the following:

4.1.4.1 Coordinate ACTR duties with the OPNAV NMCI Contract Technical Representative.

4.1.4.2 Maintain N9s accounts in NMCI related on-line tools - Service Request; Electronic Form (SReForm); Navy Enterprise Tool (NET) and Information Strike Force (ISF) Tools.

4.1.4.3 Conduct in-processing for all new Directorate personnel and act as N9s focal point for all NMCI requirements.

4.1.4.4 Conduct monthly survey of all NMCI services being provided to the Directorate to identify new service requirements, services due for technical refresh, and services no longer required. Coordinate any ordering, delivery, replacement and/or termination of services as required with N9.

4.1.4.5 Support personnel with escalating trouble tickets.

4.1.4.6 Coordinate any N9 personnel moves (internal or external to their current office) with the OPNAV CTR prior to actual move to plan, document, and ensure minimal service interruption to the user.

4.1.4.7 Serve as a Data Transfer Agent, responsible for transferring documents between Classified and Unclassified Computer Network Systems. Ensure transfer, and/or destruction of classified materials which includes all classified hard drives/desktop and laptop computers/storage devices or media in accordance with current security regulations, protocols and those procedures which are integral to adequately perform the ACTR function.

4.1.4.8 Maintain Video teleconferencing (VTC) hardware and software.

4.1.4.9 Provide user training and education as needed on the Voice over Internet Protocol (VOIP) system provided by the Government for voice services on the network. Assist in managing, maintaining, equipment supporting VoIP networks.

4.1.4.10 Support designated Government personnel when receiving Blackberry or similar device voice and data cellular solutions in coordinating with NMCI for connectivity to the Network.

## 5. CONTRACTOR REQUIREMENTS

5.1 The Contractor shall conduct a kick-off meeting within 10 days of award and provide a Project Plan and Milestones (POA&M) to include major activities, tasks, products and milestones at this meeting for review/acceptance. The Project Plan will be used to guide both project execution and project control. The project plan will document planning assumptions and decisions to facilitate communication among stakeholders, and document approved scope, cost, and schedule baselines. The project plan will be in accordance with industry standards and must describe the execution, management and control of the project. The contractor shall also establish weekly touch points between N9 technical team and iNavy.

5.2 The Contractor shall provide a Monthly Status Report that summarizes accomplishments during the reporting period, ensuring objectives were satisfied. The report shall also include planned vs. actual task completion, anticipated activity for the next reporting period, lessons learned, risks, and outstanding issues and recommendations. A separate Burn Tracking report for N9I is required and must be updated monthly to track burn levels and costs by contractor.

5.3 Contractor Personnel, Disciplines, and Specialties:

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The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience.

#### 5.3.1 Specialist Senior Principal [REDACTED] Education and Experience at a Minimum

This position requires knowledge of I&I roles and responsibilities to promote up-front Systems of Systems (SoS) integration, interoperability, and sustainment considerations at the capability levels to meet future requirements by delivering integrated warfighting capabilities. This position requires expert knowledge of performing analysis of I&I programs to support I&I processes and product generation including NIFC efforts and the ability to develop high level briefs, white papers, and reports.

Education: A master's degree in mathematics, statistics, business, engineering, physical science or management discipline such as business administration, accounting or finance.

Specialized Experience: Minimum of ten (10) years hands-on experience with Capability Based Assessment and/or the Navy's I&I program development and management.

#### 5.3.2 Senior Specialist [REDACTED] - Education and Experience at a Minimum

This position requires expert knowledge of performing various comprehensive analyses of both tactical and business information technology and knowledge of the principle policies governing Navy CYBER and Information Technologies equities and the ability to develop high level briefs, white papers, and reports.

Education: A bachelor's degree in mathematics, statistics, business, engineering, physical science, computer science or management discipline such as business administration, accounting or finance.

Specialized Experience: Minimum of five (5) years hands-on experience with Navy business analysis and program support.

#### 5.3.3 Senior SharePoint IT Specialist [REDACTED] - Education and Experience at a Minimum

This position requires expert knowledge of SharePoint development and IT related support and maintenance.

Education: A bachelor's degree in mathematics, statistics, computer science, engineering, physical science or management discipline such as business administration, accounting or finance.

Specialized Experience: Minimum of five (5) years of experience in SharePoint development, testing, and maintenance.

#### 5.3.4 IT Specialist (ACTR) [REDACTED] - Experience at a Minimum

This position requires expert knowledge general IT related support and maintenance.

General Experience: As a minimum, contractor employees shall have the ability and skill to maintain, network, application and information assurance software, systems, and security protocols in the following areas:

- Database Management Services
- Configuration Management
- IT Desktop Support

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## Basic Troubleshooting

Specialized Experience: Minimum of five (5) years of experience in general IT related support and maintenance.

## 6. GENERAL REQUIREMENTS

6.1 Location and Hours of Work/Hours of Operation/Principle Place of Performance. Work in support of this PWS shall be primarily performed at the Pentagon. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential. The contract must maintain an adequate work force for the uninterrupted performance of all tasks defined within this task order.

6.2 Travel / Temporary Duty (TDY) Government Directed Travel. Actual travel expenses are limited by the Joint Travel Regulations (JTR). Travel approval and estimates of travel costs must be pre-approved by the Contracting Officer Representative (COR). The not to exceed amount of travel for this effort is [REDACTED]. The Government will give the contractor a three-business day written notice prior to travel.

## 7. SPECIAL REQUIREMENTS

### 7.1 Security

A SECRET security clearance will be required for all contractor personnel for this order. A DD-254 will need to be made available. Contractor personnel assigned to this order will also be required to complete a System Authorization Access Request – Navy (SAAR-N) needed to access Navy IT systems. Each person assigned to this effort will be bound by a Confidentiality Agreement to protect the business sensitive nature of OPNAV N9I Warfare Integration work. All contractor personnel working in support of this task order must sign a SF 312, Non-Disclosure Agreement (NDA) form prior to the commencement of work performed under this task order. Additionally, data on computers will be password protected or otherwise secured to ensure that all information maintained is properly protected.

### 7.2 Government Furnished Material

Whenever the contractor is required to work on-site, the Government will supply office space, computer equipment, telephone, and reproduction resources to the extent permitted. The Government will provide the contractor copies of, or access to, required directives, publications, and documents, as available. The Government will coordinate joint meetings between functional, technical and management personnel from the various sites and contractor personnel. The Government will provide the required facilities for these meetings.

## 8. DELIVERABLES

8.1 Contract Deliverables. Materials in support of the deliverables outlined below shall be provided by the contractor and specifically approved by the TPOC and COR. The contract year's costs are not to exceed the ceiling price identified in this task order's Other Direct Costs (ODC). The not to exceed amount of ODC will be [REDACTED] per year. All materials purchased by the contractor for the use or ownership of the Federal Government will become property of the U.S Navy. The contractor shall document the transfer of the materials in the monthly progress report. Except for those items specifically stated to be Government-furnished property, the contractor shall furnish everything required to perform individual task order requirements.

8.2 The contractor will meet as needed or at least bi-monthly with the technical point of contact to establish ongoing milestones and review program activities. Monthly Progress Reports summarizing progress, significant issues, corrective actions, and burn/funding status (obligations and expenditures) by person. The Monthly Progress Report

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will contain a discussion of all work products in progress. Reports shall be delivered by email on or before the 10th of each month to the COR. All deliverables must meet professional standards and meet the requirements set forth in contractual documentation. The contractor shall be responsible for delivering all end items specified unless otherwise directed by the COR.

8.3 All deliverables shall be submitted to the COR and TPOC. The COR is responsible for tracking and acceptance.

<b>Products/Deliverable</b>	<b>Schedule/Date Required</b>
N9I I&I Investment Planning	As required
Technology Assessment Report	As required
Monitoring of Key Investments	As required
Coordination of I&I Schedules	As required
Trip Reports	10 calendar days upon trip completion
Incurred Cost and Progress Reporting	As Required
Project Plan	Upon Award
Monthly Status Report, Invoice, and Monthly Burn Tracking Sheet	By 10 <sup>th</sup> of each month

#### NMCARS 5237.102-90 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 I&I and SharePoint support services 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) S, Utilities ONLY;
- (5) 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>."

#### 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

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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)

#### ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES

As used in this clause, the term "material" includes supplies, tools, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the Contracting Officer's Representative (COR).

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## **SECTION D PACKAGING AND MARKING**

N/A

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## SECTION E INSPECTION AND ACCEPTANCE

### 52.246-5 Inspection of Services—Cost-Reimbursement(APR 1984)

- (a) *Definition. Services*, as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

### INSPECTION AND ACCEPTANCE (SERVICES)(OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, monthly, by the COR.

(End of Provision)

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## SECTION F DELIVERABLES OR PERFORMANCE

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

1000	9/16/2015 - 9/15/2016
3000	9/16/2015 - 9/15/2016
3001	9/16/2015 - 9/15/2016

### CLIN - DELIVERIES OR PERFORMANCE

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

1000	09/16/2015 - 09/15/2016
1001	09/16/2015 - 09/15/2016
3000	09/16/2015 - 09/15/2016
3001	09/16/2015 - 09/15/2016

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

1002	09/16/2016 - 09/15/2017
1003	09/16/2016 - 09/15/2017
3002	09/16/2016 - 09/15/2017
3003	09/16/2016 - 09/15/2017
4000	09/16/2017 - 09/15/2018
4001	09/16/2017 - 09/15/2018
6000	09/16/2017 - 09/15/2018
6001	09/16/2017 - 09/15/2018
4002	09/16/2018 - 09/15/2019
4003	09/16/2018 - 09/15/2019
6002	09/16/2018 - 09/15/2019
6003	09/16/2018 - 09/15/2019

Services to be performed hereunder will be provided at The Pentagon.

### PROGRESS AND FINANCIAL REPORTS (FISC DET PHILA) (OCT 1992)

(a) Progress and Financial Reports. A monthly progress and financial report will be submitted to the COR. In addition, a separate report of the number of man-hours charged to the contract will be submitted (monthly) to the COR.



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(b) Technical Reports. Technical reports and conclusions reflecting the work accomplished under each task set forth in the PWS of this contract will be prepared and delivered to the Government when and in the form required by the Contracting Officer's Representative, in accordance with the PWS.

(c) Final Delivery. The delivery date of the last of the above reports is not to be later than 15 October 2019.

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

Major Thomas Denevan

OPNAV N9I

(703) 614-0163

[Thomas.denevan@navy.mil](mailto:Thomas.denevan@navy.mil)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration 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).

COST VOUCHER

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

N47039

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(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 HQ0338

Issue By DoDAAC N00189

Admin DoDAAC

Inspect By DoDAAC

Ship To Code

Ship From Code

Mark For Code

Service Approver (DoDAAC) N47039

Service Acceptor (DoDAAC)

Accept at Other DoDAAC

LPO DoDAAC

DCAA Auditor DoDAAC

Other DoDAAC(s)

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(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Major Thomas Denevan [Thomas.denevan@navy.mil](mailto:Thomas.denevan@navy.mil) COR

(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.

N/A

(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 sequential order: Alpha/Alpha; Alpha/numeric;

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numeric/alpha; numeric/numeric.

(End of clause)

COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of 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 the MAC contract.

(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 task order.

(c) 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. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Shannon Mitchell

NAVSUP FLC Norfolk Philadelphia Office

700 Robbins Ave., Bldg. 2B

Philadelphia, PA. 19111-5083

(215) 697-9671

SECURITY ADMINISTRATION

The highest level of security that will be required under this contract is Secret as designated on DD Form 254 attached hereto and made a part hereof.

The quoter shall indicate the name, address and telephone number of the cognizant security office;

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The facilities to be utilized in the performance of this effort have been cleared to SECRET level.

The quoter should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this task order:

Major Thomas Denevan

OPNAV N9I

(703) 614-0163

[Thomas.denevan@navy.mil](mailto:Thomas.denevan@navy.mil)

(b) 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 task order, or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the task order.

(c) It is emphasized that only a Contracting officer has the authority to modify the terms of the task order, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

Accounting Data

SLINID	PR Number	Amount
100001	N4703915RCD9231	[REDACTED]
LLA :		
AA 1751804 11T0 251 47039 B 068892 2D CD9231 470395N9IRAQ		
Standard Number: 00000		
100002	N4703915RCD9242	[REDACTED]
LLA :		
AB 1751804 11T0 252 47039 C 068892 2D CD9242 470395CN9IAQ		
Standard Number: 00000		
300001	N4703915RCD9231	[REDACTED]
LLA :		
AA 1751804 11T0 251 47039 B 068892 2D CD9231 470395N9IRAQ		
Standard Number: 00000		
300101	N4703915RCD9231	[REDACTED]
LLA :		
AA 1751804 11T0 251 47039 B 068892 2D CD9231 470395N9IRAQ		
Standard Number: 00000		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

N/A

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## SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of Section I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

FAR 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 1 day(s); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 48 months.

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) *Applicability*. This clause applies only to--
  - (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
  - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
  - (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
  - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)

- a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the

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total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of Provision)

#### 252.203-7000 Requirements Relating to Compensation of Former DoD Officials

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

#### 252.204-7000 Disclosure of Information. (AUG 2013)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or



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(3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at [DFARS PGI 204.4](#)).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### 252.204-7012 Safeguarding of Unclassified Controlled Technical Information. (NOV 2013)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To

provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>)).

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System &amp; Information Integrity</u>

AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

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(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

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(End of clause)

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 [REDACTED] inclusive of fee. It is estimated that these funds will cover the cost of performance through 16 May 2016. 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 [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

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## **SECTION J LIST OF ATTACHMENTS**

Past Performance Information Form

Staffing Matrix

CAP

GPAT