

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-12-D-7066		2. DELIVERY ORDER NO. EX03		3. EFFECTIVE DATE 2016 Jul 31		4. PURCH REQUEST NO. N4703916RCN8123		5. PRIORITY Unrated				
6. ISSUED BY NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 Gerald L Bowne/260.2A 215-697-5308			CODE N00189		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151			CODE S2404A				
					SCD: C			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/James B O'Sullivan				25. TOTAL				
								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			
					FINAL							
f. TELEPHONE		g. E-MAIL ADDRESS			31. PAYMENT COMPLETE		34. CHECK NUMBER					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					PARTIAL		35. BILL OF LADING NO.					
					FULL							
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			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

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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
7000	R499	BASE - Professional, Technical and Administrative Services in support of OPNAV N80 and N81. (O&MN,N)	1.0	LO			
700001	R499	INCREMENTAL FUNDING IN SUPPORT OF CLIN 7000 - DOCUMENT N4703916RCD1187 APPLIES. (O&MN,N)					
700002	R499	INCREMENTAL FUNDING IN SUPPORT OF CLIN 7000 - DOCUMENT N4703916RCN8123 APPLIES. (O&MN,N)					
7100	R499	OPTION I - Professional, Technical and Administrative Services in support of OPNAV N80 and N81. (O&MN,N) Option	1.0	LO			
7200	R499	OPTION II - Professional, Technical and Administrative Services in support of OPNAV N80 and N81. (O&MN,N) Option	1.0	LO			
7300	R499	OPTION III - Professional, Technical and Administrative Services in support of OPNAV N80 and N81. (O&MN,N) Option	1.0	LO			
7400	R499	OPTION IV - Professional, Technical and Administrative Services in support of OPNAV N80 and N81. (O&MN,N) Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	BASE - Travel in support of OPNAV N80 and N81. (O&MN,N)	1.0	LO	
900001	R499	FUNDING IN SUPPORT OF CLN 9000 - DOCUMENT N4703916RCN8123 APPLIES. (O&MN,N)			
9001	R499	BASE - ODCs in support of OPNAV N80 and N81. (O&MN,N)	1.0	LO	
900101	R499	FUNDING IN SUPPORT OF CLIN 900101 (O&MN,N)			
9100	R499	OPTION I - Travel in support of OPNAV N80 and N81. (O&MN,N) Option	1.0	LO	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

- (c) The Estimated Total Hours include overtime and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.
- (d) The number of manhours expended per month may fluctuate in the pursuit of performance of the contract statement of work, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the contract. 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.
- (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."

PAYMENT OF FIXED FEE

The fixed fee for work performed under this contract is \$* provided that approximately 25,920 hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than 25,920 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 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.

	* Fixed Fee	Hours	** Fixed Fee Rate
Base	[REDACTED]	25,920	[REDACTED]
Option I	[REDACTED]	25,920	[REDACTED]
Option II	[REDACTED]	25,920	[REDACTED]
Option III	[REDACTED]	25,920	[REDACTED]
Option IV	[REDACTED]	25,920	[REDACTED]

* Proposed fixed fee dollar amount
 ** Calculate this rate by dividing the fixed fee amount by the numbers of hours.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement Navy Integration of Capabilities and Resources OPNAV N8

1. Introduction

The mission of Deputy Chief of Naval Operations (Integration of Capabilities and Resources (N8) is to optimize Navy investments through centralized coordination of Navy war fighting and war fighting support analysis and assessments, Navy capability development and integration, Joint and Navy requirements development, and resource planning, programming, and budgeting.

Within N8, the Navy Programming Division (N80) directs the Programming Phase of the Planning, Programming, Budgeting and Execution (PPBE) process. The Division is responsible for liaison with the Planning and Budget divisions and with other Navy organizations with responsibilities in the PPBE process. N80 is responsible for final development and balancing of the Navy portion of the DoN Program Objectives Memorandum (POM) and for defending it through the annual Defense department program review process which leads to the final Department of Defense (DoD) budget presented annually to Congress. The staff develops and implements procedures to collect, evaluate, and devise funding strategies to meet the programmatic priorities of the DoD, Secretary of the Navy, Chief of Naval Operations (CNO), Fleet and Fleet Combatant Commanders. N80 also serves the OPNAV staff by conducting the Resources & Requirements Review Board (R3B) to review and approve major program requirements and resolve cross-sponsor issues. N80 also provides support to the N8 Congressional liaison and strategic communications efforts related to the Navy's fiscal strategy.

Within N8, The Assessment Division (N81) is responsible for providing the CNO with analytic capabilities to evaluate the relative capabilities, effectiveness, costs and risks of alternative programs and proposals. The Division provides advice to senior Navy leadership on all programmatic and policy issues, and helps to structure the decision-making process. The Director serves as an independent assessor providing a broad-view perspective across the Navy staff apart from resource sponsors, with an integrated look at both war fighting and war fighting support programs. The Division also provides alternatives in assessing the implications imbedded within resource decisions in a quantified context of cost versus capability versus risk. The Division develops and coordinates the Navy's Integrated Analytic Agenda, analyzes planning, programming and policy issues in the Navy's POM review cycle, and prepares comprehensive assessments of the Navy in all areas, collectively accounting for the entire Navy budget. The Division provides independent analytic support to Navy leadership in conjunction with various executive level decision forums. This often requires "quick turn" analysis and assessment, using previously completed studies, mission/campaign analyses as well as rapid campaign modeling to derive insights or issues regarding war fighting capability, force structure and Concepts of Operations (CONOPS). Finally, the Division manages the studies agenda and analysis budget for scientific, analytical, and technical studies at the Center for Naval Analyses (CNA).

2. Background

The Navy is a highly capable and global force and meets today's most critical Combatant Commander demands. However, it is becoming increasingly challenging to meet additional demands while sustaining the health of our force and conducting essential maintenance and modernization to ensure units reach full service life. Increased fiscal pressures mandate that the Navy scrupulously examine all activities and accounts and ensure that our limited resources are appropriately invested to maintain our war fighting dominance and sustainment of our force. The force is being shaped for the future that will be smaller and leaner, but will be agile, flexible, ready, and technologically advanced. To accomplish, we must identify capability gaps and direct our limited resources to areas with greatest impact.

Each year, the Navy requires intensive program analysis in order to make educated budget programming decisions while ensuring mandated guidance is followed. OPNAV N80 serves as the senior program planner with in the DoN to advise both the CNO and SECNAV staffs on strategic programming guidance and financial management of programs. To provide a solid budget foundation, N80 directs the Programming phase of the PPBE process, and provides broad conceptual analysis of the relationships of resources, requirements, and fiscal control. N80 also manages the Strategic Fiscal Communication Team, which creates and executes a coherent strategic communication effort to articulate the navy's strategic fiscal themes, messages, and decisions.

The Navy continues to require concise and innovative analyses and assessments to help guide Navy programming and investment decisions while implementing the Cooperative Strategy for 21st Century Strategy concepts of operation. The N81 analytic process encompasses a broad spectrum of planning, war fighting and contingency response scenarios to serve as the analytic foundation for force structure and issue decisions in support of OPNAV POM development. N81 utilizes these analyses to support POM assessments, Force Structure Assessment

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and Integrated Capability Plan development and OSD/J8 support to Strategic Analysis. N81 also supports OSD and Joint analytic efforts, including development of Defense Planning Scenarios (DPS), summary macro and detailed views.

In order to provide the necessary capabilities required by the CNO's vision, the Navy requires a strong foundation with thorough analysis in the core programs it funds. The Navy's strategies and resources must be integrated to allow the force to operate effectively and efficiently. OPNAV N8 provides integration of the budget programming and resource management along with Navy strategy and capabilities. In a rapidly changing military environment, contractors provide needed continuity to maintain and enable seamless transitions, while also becoming subject matter experts in their fields. OPNAV N8 relies on contractor support to provide expertise in various areas that require specialized knowledge and experience. These contractors use their specific areas of expertise to provide support to the Action Officers who are responsible for making decisions regarding the Navy budget and strategy, and are an important part of working to meet the CNO's vision.

3. Scope

The contractor shall support all aspects of program development, and management for OPNAV N80 and all aspects of capability-based analyses and assessments for OPNAV N81. In support of N80, the analytical and management efforts described in this Performance Work Statement (PWS) focus on the Navy Programming portion of PPBE in the following six areas: Ship and Submarine; Aviation; Expeditionary Warfare; Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR); Operations and Maintenance; and Manpower. The focus also includes Navy strategy and fiscal analysis, planning and communications.

In support of N81, this PWS covers the use of modeling, simulation and analytically-based warfare to advise Navy's senior leadership and serve as the provider of business analyses and analytic tools that support decision-making with respect to Force Structure; Campaign Analysis and Modeling and Simulation; Expeditionary Warfare & Combat Logistics; and Sea Power, to include their respective architectures; and the Navy's core mission to organize, train, and equip within the Warfare and Provider Enterprises. Additionally, the contractor shall provide administrative and professional support to OPNAV N8, OPNAV N80 and OPNAV N81.

4. Tasks

Contractor support to OPNAV N8 is required as described in the following tasks. The Contractor shall provide analytical, professional, and administrative services in support of each member's initiatives and assigned missions. The work effort is to provide the support required to achieve the desired degree of responsiveness essential to accommodate workload demands.

All personnel assigned to this order shall attend a two day Action Officer Training course provided by the Government at the Pentagon. Classes are provided monthly and the COR will perform the coordination of new arrivals and the AO class coordinators for attendance.

Specific work shall include, but not limited to the following:

4.1 Task 1: Analytical Support

The contractor shall provide analytical support to N80 in support of the PPBE cycle and to N81 in support of capability assessments. To effectively carry out the responsibilities listed below requires contractor support from senior analysts in several professional areas. The analysts offered to satisfy this requirement must be highly qualified academically, possess professional experience/and or knowledge relevant to their role in the Navy staff, and be professionally specialized and experienced in their respective fields.

4.1.1 N80 Manpower Program Analysis

The Contractor shall provide a senior analyst to provide professional, technical and administrative on-site support services to support N80's mission. The contractor shall:

4.1.1.1 Analyze the programming and budgeting effects of the proposed capability and capacity changes resulting from the POM development process specifically related to Navy Manpower. The contractor shall provide analysis of any associated potential programming risks or benefits that may be caused by the addition or reduction of capabilities and capacity relative to the context of POM budget formulation. Contractor must be prepared to support emergent and short suspense tasking with immediate turn around.

4.1.1.2 Interact with pertinent Resource Sponsors and budgeting counterparts on development of PPBE program planning required to meet warfighting requirements driven by the priorities of the CNO.

4.1.1.3 Provide expert PPBE data entry, manipulation, and analysis of data contained in the Program Budget Information System (PBIS) and official budget Navy documentation. The contractor shall record PPBE decisions as PBIS issues for approval by government staff and keep other records of programming decisions and decision making process as required by current Navy instructions.

4.1.1.4 Develop documentation in support of the PPBE process, i.e. point papers, summary analyses, cost analysis,

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schedules, requirements, POA&M, Select and Native Programming exhibits, and executive level briefings that communicate the core results of the POM analysis in the form of a final report summarizing the decision-making process with detailed supporting documentation in a format appropriate for senior decision makers.

4.1.2 N80 Strategic Communications Analysis

The Contractor shall provide a senior analyst to provide professional, technical and administrative on-site support services to support N80's mission. The contractor shall:

4.1.2.1 Provide analysis and inputs during Navy's PPBE Planning and early Programming Phases on potential Navy POM investment challenges, issues, and options. Consider impacts to Navy warfighting capability and capacity, military personnel, and Navy afloat/ashore readiness.

4.1.2.2 Assess and provide analytical rationale from national and departmental strategic guidance (i.e. Defense Strategic Guidance) to guide Navy investment decisions.

4.1.2.3 Provide strategy and analysis in support of the Navy POM Executive Summary and materials to defend the POM during Office of the Secretary of Defense (OSD) Program Budget Review (PBR), Navy Budget Estimate Submission (BES), and POM endgame.

4.1.2.4 Assist in the development of the communication strategy, key messages, and briefing materials for Navy senior leaders for the purpose of making critical decisions on Navy's investment strategy that support Navy's designated missions and war fighting capability.

4.1.2.5 Plan and conduct advance meetings for external engagements to educate and inform external stakeholders of Navy's POM investment strategy; develop prospective themes tailored for a range of specific audiences, opportunities, and risks. Provide recommendations for external engagements.

4.1.2.6 Provide support to the Strategic and Fiscal Communication Team in development of Navy, OSD, Congressional and public briefing and testimony/speaking materials, to include feedback from external stakeholders, "think tanks," and thought leaders.

4.1.2.7 Interface and coordinate with Navy Quadrennial Defense Review (QDR) on Navy PPBE and POM strategies, proposed war fighting and investment trades, considerations and risks.

4.1.2.8 Review JCIDS capability documents for content and format. Track and reconcile issues with capability document signature packages.

4.1.3 N81 Budget Analysis

The contractor shall provide a Senior Budget Analyst to serve as the authoritative, subject matter expert for all aspects of obtaining, analyzing, and applying PBIS data associated with two-thirds of Navy Total Obligation Authority (TOA). In doing so, the contractor enables the Navy chain-of-command understanding of all cost-program relationships for effectively building the Navy POM. The contractor shall:

4.1.3.1 Analytic Agenda: Contractor shall support analytical studies that enable senior Navy leadership to allocate limited resources to expansive requirements and comprehend complex relationships between funding and programmed outputs. Contractor shall provide support for all division and branch efforts to determine programmatic causal factors that result in Afloat Readiness, Shore/Infrastructure Readiness, and Military Manpower related accounts. Contractor shall serve as the lead coordinator for improving the applicability of the EPA / TOA cost projection model and facilitates the adaptation of model algorithms to calculate funding reductions in CIVPERS and MPN that would accompany the elimination of ships, aircraft, and submarines.

4.1.3.2 POM Development: Contractor shall provide analyses with the most accurate, current and historical data programmed both for specific programs and at the broader appropriation level, and explain changes outlined in PBIS issues. Contractor shall support the development of N81 capstone analytic products – the Front End Assessment, War fighting and Support Capabilities Assessment, and the Integrated Program Assessment – by providing the N81 analysts with budget quality data and analysis in support of their mission and functional areas, which enables the N81 chain-of-command to confidently convey to CNO/VCNO capability gaps in war fighting and support programs.

4.1.3.3 Contractor shall act as the analytical liaison between N81 and N80 to ensure full awareness of bills / must-pay elements that impede the acquisition of new requirements and validates budget data. Contractor shall apply this knowledge to development of the Warfighting Support and Capability Plan to recommend fiscally informed risk prioritization to CNO / VCNO and Resource Sponsors.

4.1.3.4 Contractor shall extract programming data from Resource Sponsor proposals and assist the N81 branches in conducting analysis and evaluation of Navy programs in order to inform the Force Structure Assessment, Integrated Program Assessment and other analytic efforts. Contractor shall conduct analyses that serve as the Division's assessment to the extent of the baseline Navy program relies upon requirements are reliant upon OCO (Overseas Contingency Operations) supplemental funding. Contractor shall participate in "end-game" activities, including preparations for OPNAV N81 participation in FMB-directed conferences for performing final adjudication and balancing of Navy accounts.

4.1.3.5 Contractor shall conduct budget analyses such as historical trend analyses in support of emergent tasking, and also develops graphs and charts that present the information in a format appropriate for senior decision makers.

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4.1.4 N81 Campaign Analysis

The Contractor shall provide a senior analyst to provide professional, technical and administrative on-site support services to support Campaign Analysis and Modeling branch's (N816) mission. Modeling, simulation and other analytic disciplines are conducted for both the Navy centric programs as well as part of a Joint Campaign Analysis. Examples of specific work shall include the following:

- 4.1.4.1** Act as onsite liaison between the government program office and contractor-operated simulation lab to synchronize leadership policy decisions with modeling efforts and to synchronize model development with current policy and program of record changes.
- 4.1.4.2** Provide recommendations on study plans and issues to be examined; and technical assistance on modeling techniques, data analytics, and development of campaign scenarios, TACSITs, and CONOPS. Provide identification and research of inputs that are used as part of simulations, modeling and wargaming efforts.
- 4.1.4.3** Provide an independent assessment to ensure logical analytical practice and method has been followed and Navy positions, capabilities and CONOPS are accurately represented. Provide recommendations for improvement to branch leadership.
- 4.1.4.4** Develop analysis of simulation and wargaming results utilizing strategic goals and other guidance as directed. Identify and document weaknesses with current and future operational capabilities. Assist N81 staff in representing Navy equities through all phases of the DoD support for strategic analysis.
- 4.1.4.5** Document and assess assumptions made during analytic efforts. Recommend changes to improve the model representation of forces and changes in model methodology to better represent assumptions.
- 4.1.4.6** Utilize analysis of analytic results to develop briefings for leadership to inform and advise of capability limitations identified based on expected policy and funding priorities.
- 4.1.4.7** Provide technical maturity assessments of the way in which systems and components are analyzed and modeled. Provide recommendations with respect to emerging technologies and methodologies to enhance/improve existing models.
- 4.1.4.8** Utilizing current N81 modeling suite and other strategic guidance, develop investment strategy for further development of modeling and simulation capabilities and provide to branch leadership for consideration.
- 4.1.4.9** Develop and provide recommendations on scenario excursions to support POM development efforts. Develop recommended excursions to assess model sensitivity to changes in platform capabilities, changes in tactics and CONOPS.
- 4.1.4.10** Function as subject matter expert on modeling, simulation and analysis at mission and campaign levels.
- 4.1.4.11** Provide warfare assessments for the Navy staff and input to OSD Joint Campaign Analysis. Advise branch leadership on campaign and mission studies to identify and assess critical Navy capability and capacity issues.
- 4.1.4.12** Conducts quick-turn analyses as directed by branch leadership.
- 4.1.4.13** Inputs to campaign analysis is derived from information up to and including TS/SCI. Therefore a,analysis conducted to create briefs and reports will require access to Sensitive Compartmented Information.

4.1.5 N81 Campaign Integration Analysis

The Contractor shall provide an analyst to provide professional, technical and administrative services to support N816's mission of providing mission and campaign modeling. Specific work shall provide Navy assessment support, to include the following:

- 4.1.5.1** Provide on-site support to include analysis of existing modeling results, execution of analysis and modeling

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to support issue analysis, and development and presentation of analysis results.

4.1.5.2 Provide quick-turn war fighting analysis and modeling. Define approach, schedule, and products for each effort. Identify existing campaign and mission analysis products applicable to each task. Conduct comparative analysis on data and results from previous assessments as required. Conduct analysis of relevant intelligence to assess war fighting impact.

4.1.5.3 Apply appropriate operations research, numerical and statistical analysis techniques to develop data modeling and simulation techniques that will accurately represent the expected engagement scenarios.

4.1.5.4 Advise leadership on various data modeling methods, limitations and implications of methods used to develop models.

4.1.5.5 Support branch participation in Joint scenario development activities with the Support for Strategic Analysis process. Support will include participating in scenario/CONOPS development conferences, assisting with the drafting of new scenario documents, reviewing draft scenarios/CONOPS, and assisting with development of recommended updates/changes to scenarios/CONOPS.

4.1.5.6 Provide technical support for planning, and technical review of modeling, simulation, and database development, refinement, and upgrade activities under the World Class Models initiative as directed by N816 staff.

4.1.5.7 Provide subject matter expertise in the areas of, operations research, data analysis and M&S development to support naval warfare project execution.

4.1.5.8 Develop changes in modeling techniques to support excursions, supported with information from programs of record and emerging capabilities, as well as assessments of training, tactics and procedures.

4.1.5.9 Conduct Joint force campaign-level analyses to assess naval warfare using STORM. Support scenario development, operational concept development, development of STORM databases, data output of STORM and status of STORM databases.

4.1.5.10 Research campaign analysis inputs from information up to and including TS/SCI to ensure models maintain the highest level of realism.

4.1.6 N81 Expeditionary Warfare and Combat Logistics Analysis

The contractor shall provide an analyst to support requirements in the following areas; strategic planning and analysis, concept development and assessment of operational capability requirements and shortfalls; modeling, simulation and analysis in support of prioritized analytic agenda; cost benefit and force structure analysis; coordination and integration of analyses, studies and assessments across warfare areas, Resource Sponsors, Services, Joint Staff and Combatant Commands; support of Joint Capabilities Integrated Development Process (JCIDS) and review of JCIDS documents; development of Information Papers, Action Memos and briefs in support of N81 Expeditionary Warfare and Combat Logistics. The contractor shall:

4.1.6.1 Review and assist in the development and update future Joint Sea basing concepts for dissemination, review and publication through DoN and JCIDS processes in concert with Naval Warfare Development Center (NWDC) and U.S. Fleet Forces Command (USFF).

4.1.6.2 Provide analysis and assessment of current and future naval expeditionary and combat logistics capabilities in support of Joint force maritime operations. Coordinate across OPNAV, U.S. Fleet Forces, other Services, Joint Staff, Combatant Commands and their components.

4.1.6.3 Identify mitigations and risks for validated shortfalls, prioritize gaps, and identify potential DOTMLPF solutions to address identified gaps.

4.1.6.4 Review and assist in the development of naval expeditionary operations and Joint Sea basing requirements, and conduct cost benefit analysis of proposed force structure and material solutions to identified priority capability gaps.

4.1.6.5 Identify and validate sea basing capability gaps and requirements which would benefit from science and technology (S&T) solutions and work with Resource Sponsors, Future Naval Capabilities (FNC) Board and Office of Naval Research (ONR) to prioritize future sea basing projects for S&T.

4.1.6.6 Prepare and brief executive level Power Point briefings that communicate naval expeditionary and combat logistics capabilities and concepts, which identify capability/capacity gaps and proposed solutions, and provide

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results of research and analysis.

4.1.6.7 Coordinate across warfare areas, Resource Sponsors, Services and other key Stakeholders to provide interim briefings and final reports to document analysis, including assumptions, background research, methodology, and findings for dissemination to senior leadership. Provide information papers, Action Memos, and other assessments to support requests for information, POM deliberations, and Joint Service War fighter discussion topics.

4.1.6.8 In coordination with campaign analysis, modeling and simulation ensure future sea basing capabilities and concepts are accurately depicted in DPS which are used for Service and Joint analyses and assessments; this includes employment of ship-to-shore connectors, combat logistics and Naval Expeditionary Forces in support of Joint force operations.

4.1.6.9 Work with Resource Sponsors to coordinate sea basing naval expeditionary concepts and combat logistics and capabilities to identify practical cost effective solutions for validated capability gaps, to assist in program analysis of alternatives, to provide approved Defense scenarios which support analysis, and assist with review of JCIDS documentation.

4.1.6.10 Review programs, CONOPS, S&T proposals, future studies and analysis, Shipbuilding Plan, etc. to assess current and future naval expeditionary and sea basing capabilities and gaps against approved scenarios.

4.1.6.11 Contribute research, analysis and assessment to support overall Navy Wholeness Reviews for expeditionary naval warfare, naval support for Confronting Irregular Challenges (CIC), naval support for Special Operations, Joint maritime command and control, amphibious warfare, afloat medical support, combat logistics, maritime prepositioning, naval logistics in support of Joint operations, and maritime support for Joint force movement, maneuver, fires and sustainment.

4.2 Task 2: Senior Administrative Support

The contractor shall provide a full range of administrative support to satisfy N80 and N81 division requirements. The requirements necessitate close liaison with divisional personnel.

4.2.1 N80 Senior Administrative Support

The contractor shall:

4.2.1.1 Provide daily administrative functions and routines of the N80 Division. This includes coordinating appointments and meetings, coordinate and adjust conference room usage requests, maintaining schedules and event calendars, operation of unclassified and classified VTC suite, screening visitors and phone calls, and other administrative tasks.

4.2.1.2 Assist N80 Division personnel with implementation of business processes. This includes contributing to preparing personnel management documentation, participating in long range planning activities, establishing tasking priority/tracking, and metric development.

4.2.1.3 Coordinate travel and claim submission for N80 Division leadership using the Defense Travel System (DTS).

4.2.1.4 Coordinate, review, format, and maintain files of fitness reports (FITREPs) and division awards.

4.2.1.5 Maintain security protocol throughout office spaces including the proper disposal of sensitive and classified material.

4.2.1.6 Work closely and professionally with the offices of Flag and General Officers, Senior Executives and Service Secretaries to ensure that schedules are synchronized to support N80 Division leadership requirements.

4.2.1.7 Provide support to the N80 Executive Assistant to coordinate assignment and timeline adherence of N80 Division inputs and responses to Navy TV5 and Congressional Information Management System (CIMS) taskers.

4.2.1.8 Provide support to the N80 Division Navy Marine Corps Internet (NMCI) Assistant Contract Technical Representative (ACTR) by placing tickets with the NMCI help desk for urgent N80 leadership IT issues.

4.2.1.9 Assist a government point of contact to maintain inventory of office supplies and advise the appropriate government personnel of the need for replenishment

4.2.1.10 Review documents to ensure compliance with relevant Department of the Navy correspondence guidance and have awareness of Joint Staff format and style guidance. Make or provide advice on administrative document corrections during the review process to support time critical processing for senior leadership approval.

4.2.2 N81 Senior Administrative Support

The contractor shall provide direct assistance to the N81 Division office including coordinating appointments and meetings, managing schedules and event calendars, screening visitors and phone calls, drafting and reviewing correspondence, and other routine administrative tasks. The contractor shall:

4.2.2.1 Coordinating appointments, schedules, event calendars and meeting calendars. Adjust conference room usage requests to avoid scheduling conflicts

4.2.2.2 Maintain office calendars and print daily/weekly schedule of meetings and appointments

4.2.2.3 Work closely with the offices of Flag and General Officers, Senior Executives and other senior to ensure schedules are synchronized

4.2.2.4 Assist in office security protocol through active monitoring of space access

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- 4.2.2.5** Receive, direct and escort both cleared and uncleared non-N81 personnel within N81 spaces
- 4.2.2.6** Answer, screen and transfer inbound phone calls, handing requests for information and data
- 4.2.2.7** Resolve administrative problems and inquires deferring to the appropriate government POCs when difficult questions or issues arise
- 4.2.2.8** Utilize TWMS to maintaining personnel muster reports
- 4.2.2.9** Assist in the collection and processing of classified material for destruction at the request of the government
- 4.2.2.10** Manage and coordinate Division responses to Navy staff taskers and congressional responses to meet deadlines for TV5 NIPR/SIPR and CIMS Management. to include a tracker that will be maintained and available upon request for inspection. Tracker will be shared located on the N81 share drive and contain sufficient data and status information for anyone who reviews to understand the status and volume of packages in the electronic systems. One analyst will be the lead for each system however all analysts need to be aware of the status.
- 4.2.2.11** Review and correct issue papers, briefings, and packages for syntax, structure, and formatting prior to submission to senior leadership for review. Draft document routing forms, review and if necessary revise correspondence to ensure it is in the correct Department of the Navy formats; enter security classification information on the title slide of a briefing; review presentations for format consistency; and assist with building read-ahead binders / briefing books.
- 4.2.2.12** Coordinate travel and claim submission for N80 Division leadership using the Defense Travel System (DTS).
- 4.2.2.13** Maintain inventory of office supplies and advise the appropriate government personnel of the need for replenishment
- 4.2.2.14** Other administrative tasks in support of the N81 division shall include:
- Retrieve, deliver and distribute official correspondence
 - Maintain and update recall rosters
 - Maintain and update N81 seating/desk chart
 - Maintain and update trash/recycle pick-up escort roster
 - Escort daily trash/recycle pick-up services
 - Maintain parking management logs and coordination with parking management office for parking passes, temporary parking requests and coordination with N8 front office for handicap related passes
 - Update the front office leaders' recall cards (phone numbers only/ no PII)
 - Tracking deadlines for action items as well as longer term projects
 - Liaison with IT personnel to ensure required audio/video capabilities are coordinated for conferences
 - Prepare agenda for meetings and meeting materials
 - Prepare seating plan considering military protocol
 - Photocopying, binder building, faxing, mailing and filing
 - Off Site meeting support including: set up of meetings/conferences; attendance; place cards & seating arrangements; coordinating IT support; Off-site meeting support will be within the National Capital Region
 - On site meeting support including: set up, attendance recording; place cards & seating arrangements; coordinating IT support
 - Record, compile, and transcribe meeting minutes. Distribute final meeting minutes after government POC review and approval
 - Organize and maintain filing, electronically as well as corresponding soft copies
 - Create or modify Excel spreadsheets using non-specialized features (e.g., formatting cells, basic mathematical operations)

4.3 Task 3: Knowledge Management Support

The contractor shall provide Knowledge Management services to N8, N80 and N81, technical Federal Information Processing (FIP) services, and training, acting on behalf of the Automatic Data Processing (ADP) Site Security Officer (ADPSSO); and provide recommendations on alternatives to satisfy near- and long-term divisional ADP hardware and software requirements.

4.3.1 Knowledge Management Support

The contractor shall:

- 4.3.1.1** Provide OPNAV interface between N8, N80 and N81 division end users and NMCI as the designated Assistant Computer Technical Representative (ACTR). This includes comprehensive IT support and inventory maintenance as well as tracking upgrades for approximately 475 desktop classified and unclassified computers and other NGEN approved devices such as mobile phones and external hard drives.
- 4.3.1.2** Provide information systems security, data transfer, and classified and unclassified video teleconferencing for N8, N80 and N81 leadership and workforce as well as other OPNAV Flag Officers. Maintain all COMSEC Material to include Secure VTC and Secure Phone (STE) in accordance with EKMS and in coordination with the COMSEC

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custodian, and conduct semi-annual COMSEC inventory of all equipment.

4.3.1.3 Manage all NMCI/NGEN account creation/deletion on both classified (SIPR) and unclassified (NIPR) networks for all incoming and outgoing N80 and N81 user personnel including the issuance SIPR tokens or placing personnel on the exception list pending token receipt. Be responsible for handling Move/Add/Change requests. Contain and report security-related issues including electronic spillages in accordance with Navy regulations and DNS policy.

4.3.1.4 Provide knowledge management support for OPNAV N81, administering the TRIM Context integrated Electronic Document and Records Management Solution (EDRMS) on both NIPR and SIPR networks, manage divisional use of collaborative software (SharePoint).

4.3.1.5 Manage SIPR network accreditation process for contractor connections required in support of N81 divisional study requirements.

4.3.1.6 Manage and control N80 and N81 network share drive space and access for all division users.

5. Other Pertinent Information

5.1 Acronyms

ACT - Acquisition Coordination Team

ACTR - Assistant Contract Technical Representative

ADP - Automatic Data Processing

ADPSSO - Automatic Data Processing (ADP) Site Security Officer

BES - Budget Estimate Submission

C4ISR - Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance

CIC - Confronting Irregular Challenges

CIVPERS- Civilian Personnel

CNA - Center for Naval Analysis

CNO - Chief of Naval Operations

COMSEC - Communications Security

CONOPS - Concepts of Operations

COSMOS- Counter Surge Mission Mortar System

CPF - Commander, Pacific Fleet

CTR - Computer Technical Representative

DAB - Defense Acquisition Board

DNS - Director, Navy Staff

DOD - Department of Defense

DON - Department of the Navy

DOTMLPF - Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel and Facilities

DPS - Defense Planning Scenarios

DTS - Defense Travel System

EDRMS - Electronic Document and Records Management Solution

EKMS - Electronic Key Management System

EPATOA - Extended Planning Annex/Total Obligated Authority

FIP - Federal Information Processing

FITREP - Fitness Report

FNC - Future Naval Capabilities

FYDP - Future Years Defense Program

GCAM - General Campaign Analysis Model

HQMC - Headquarters Marine Corps

ICP - Integrated Capability Plan

IT - Information Technology

JCIDS - Joint Capabilities Integration and Development System

M&S - Modeling and Simulation

MPN - Manpower Personnel, Navy

NET - Network Enterprise Tool

NIPR - Non-Secure Internet Protocol Router

NMAWC - Naval Mine and Anti-Submarine Warfare Center

NMCI - Navy/Marine Corps Intranet

NSS - Naval Simulation System

NWDC - Naval Warfare Development Center

ODC - Other Direct Cost

ONR - Office of Naval Research

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5.5 Minimum Qualifications

Labor categories are divided into three main groups: Analytical Support, Administrative Support and Knowledge Management Support. Each level includes minimum experience requirements along with a broad description of the functional responsibilities.

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

If the Ordering Officer/Contracting Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery/task orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonable ensure the ability for effective and efficient performance.

In general, personnel assigned to specific task order should have the following experience:

Senior Manpower Program Analyst:

- Education: Master's degree
- Experience: Minimum three years experience in Navy manpower programming or five years experience in DoD manpower program/budget issues.

Senior Strategic Communications Analyst:

- Education: Master's degree, preferably in Foreign Policy or National Security/Defense related studies.
- Experience: A minimum of four years experience in the following areas: US and foreign naval doctrine, strategy, and capabilities as well as strategic futures, and planning. Analyst must be proficient at open source and classified research and highly experienced at writing, editing and graphical presentation in the support of strategic and fiscal communication for senior Navy, DoD, Congressional and private sector audiences.

Senior Budget Analyst:

- Education: Bachelor's degree
- Experience: A minimum of five years experience obtaining and analyzing PBIS budget data for specific programs and at the appropriations level, including conducting trend analysis. Expert knowledge of PBIS data and ability to develop specific queries. Substantive knowledge of Microsoft Office products, including Word, Excel and PowerPoint.

Expeditionary Warfare and Combat Logistics Analyst:

- Education: Bachelor's degree in engineering (aeronautical, electrical, mechanical, etc.) or in political science, intelligence, foreign or international relations, or national security studies.
- Experience: Fifteen years experience in one or more of the above listed disciplines applied to Navy technical programs or seven years experience in military, geopolitical or war-fighting applications and analysis. Including experience in supporting modeling and simulation based analysis and managing budgeting, warfare analysis, project scheduling/tracking, and logistics requirements analysis. Must have experience developing white papers and brief sheets for senior leadership.
- Must have an active TS security clearance.

Senior Administrative Assistant:

- Education: Bachelor's degree required.
- OR-Five years in the below detailed experience can substitute for the education requirement. If substitution is made a minimum education requirement is high school diploma or GED.
- Experience: A minimum of five years' experience in the preparation of technical correspondence (memoranda, letters, taskers, fitness reports, etc.) and data, including proficiency in computer office automation software packages including Microsoft Office Word, Excel, Access, and PowerPoint

Knowledge Management Professional:

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-Education: Bachelor's degree required, preferably in computer information science, business administration, or IT-related field. In lieu of degree, at least two years of formal IT training or a Microsoft IT certification is required. Associate-level Microsoft Certification (MCTS or MCSA), Microsoft Office Specialist Expert Certification or Security Plus Certification preferred.

-Experience: Candidate must have at least five years of experience in an IT-related position, to include inventory management, user/customer support, data archiving, and network troubleshooting. Must possess ability to interpret, analyze, and parse large sets of data for both user account and asset maintenance. Familiarity with NMCI/NGEN highly preferred.

N81 Senior Campaign Analyst

- Education: Bachelor's degree in operations research and analysis, mathematics, statistics, engineering (aeronautical, electrical, mechanical, etc.), chemistry or physics.

- Experience: Fifteen years' experience in one or more of the above listed educational disciplines as applied to Navy technical programs or seven years' experience in war-fighting analysis or proven OA subspecialty code (or equivalent). Experience must include supporting modeling and simulation based analysis and managing budgeting, warfare analysis, project scheduling/tracking, and logistics requirements analysis. Must have experience developing white papers, project documents and briefings appropriate for executive leadership. Demonstrated experience briefing executive leadership.

- Clearance: active TS/SCI

N81 Campaign Integrator

- Education: Bachelor's degree in operations research and analysis, mathematics, statistics, engineering (aeronautical, electrical, mechanical, etc.), chemistry or physics, or computer science.

- Experience: Seven years' experience in one or more of the above listed educational disciplines as applied to Navy technical programs or three years' experience in war-fighting analysis or proven OA subspecialty code (or equivalent). Experience must include supporting modeling and simulation based analysis and managing budgeting, warfare analysis, project scheduling/tracking, and logistics requirements analysis. Must have experience developing white papers, project documents and briefings appropriate for executive leadership. Must have a minimum of one year experience using STORM for campaign analysis.

- Clearance: active TS/SCI

5.6 Government Furnished Equipment/Property/Information

Work spaces with standard Navy computer, software suite and connectivity. Building passes for the location in which work will be performed and Common Access Cards (CAC). The Government will provide data in the form of paper copies and/or magnetic/optical media as required.

5.7 Security Requirements

These tasks require access to the Pentagon and to secure spaces within the Pentagon. All personnel will require a minimum of a Secret clearance. The highest security clearance required of this contract is TS/SCI. See minimum qualifications for those labor categories. See attached DD254 – DoD Contract Security Classification Specification.

The Government will arrange for Public Key Infrastructure (PKI) certificates for Contractors who operate Government owned/leased computers in OPNAV N8 office spaces at the Pentagon. Access to NMCI through non-Government owned/leased computers is the responsibility of the Contractor. The Contractor is required to arrange and fund PKI certificates for access to NMCI through other than Government owned/leased computers.

NOTE: Personnel assigned to this contract may be required to access Top Secret information in the execution of their daily support duties. When required, the contractor will be given 90 days notification to recruit and hire such personnel, if such personnel are not already on staff.

All contractor personnel requiring access to government work spaces and facilities will require government issued identification badges. The contractor shall work with the Contracting Officer's Representative (COR) identified for this effort to coordinate the paperwork for these badges. All personnel are required to display their badges above the waist at all times. The Contractor shall ensure that all staff granted access to PBIS comply with DoD Directive 7045.14. The Contractor shall have the ability to receive, log, track and store classified documents,

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up to SECRET, in accordance with applicable regulations. Security provisions shall include protecting Privacy Act Data & Limited Access data.

Contractor personnel shall abide by all OPNAV rules, procedures, and standards of conduct. When the period of performance is complete and or contractor personnel leave work on this project, they will have 5 days to terminate their network user account and to return all access cards and identification badges to the COR. Personnel assigned to handle classified material shall hold a clearance equal to or higher than that of the information. Procedures set forth in the NISPOM shall be followed when handling classified material. Classified information must be safeguarded according to its classification. All personnel shall ensure that positive control is maintained in order to prevent unauthorized disclosure of classified information while in transit within as well as outside the command.

5.8 Confidentially

This project and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's express consent.

No data provided to, or developed by, the contractor shall be used for any purpose other than this contract. All information, (data files including software source code and hard copy), become the property of the government and the contractor shall return them to the Deputy Director, N8 at the completion of the contract.

5.9 Travel

5.9.1 Travel will be required as a condition of contractor performance and will only be performed at the request of the government.

5.9.2 All travel shall be in accordance with the Government's Joint Travel Regulations (JTR) or Federal Travel Regulation (FTR). All travel will be at the request of the government. Travel vouchers and supporting documents must be presented for payment within 10 days after completion of the travel.

5.9.3 A trip report shall be submitted 10 days following the completion of required travel. Report shall include as a minimum, the purpose of the trip, date of travel, labor category and significant outcome of the trip.

5.9.4 The estimated travel requirements are as follows. The estimated travel cost per contract period is not-to exceed [REDACTED] (not including applicable indirect costs).

5.10 Other Direct Costs (ODCs)

The estimated ODCs per contract period are not-to-exceed [REDACTED] (not including applicable indirect costs).

5.11 Other Information

Data handling: This task and related analysis/products are considered sensitive and shall not be disclosed or released outside of OPNAV N80/N81 without specific authorization from N80/N81 leadership. Classified, PII, CPI, and PPBE data shall be handled in accordance with appropriate guidance.

All briefs delivered in conjunction with this task shall include annotated notes pages on all primary and backup slides. Electronic copies of all briefings and notes pages shall be provided to the branch supervising the study at least 48 hours prior to in-person delivery. For senior leadership briefing (e.g. VCNO, CNO, etc.), read ahead materials may be required more than 48 hours prior to in-person delivery. Paper copies for all expected audience members of the briefing will be provided by the study provider unless other arrangements are made with the branch supervising the study. At a minimum, all elements identified below in the final report requirements section shall be addressed in branch-level briefings at appropriate points during the study process. When appropriate, high-risk aspects of the study shall be addressed in higher level briefings.

6. List of Deliverables

Deliverables shall be prepared according to instructions as identified in the Contract Data Requirements List (CDRL) DD Form 1423 (attached).

6.1 A summary of the deliverables is as follows:

Item Frequency Level of Inspection Recipient

Item	Frequency	Recipient
Status Reports	Monthly	COR
Trip Reports	10 days after completion of required travel	COR

6.2 Deliverable Detail

All deliverables shall be submitted under official company letterhead signed by designated company representative. The cover letter shall be addressed to the customer's Technical Assistant unless otherwise directed. The cover letter shall include as a minimum, the title of the applicable deliverable, date performed, and the appropriate contract number and task order number to which the deliverable applies.

6.2.1 Conduct kick-off meeting and generate a Plan of Action and Milestones (POA&M) and Quality Control Plan.

6.2.2 Monthly Status Reports. The contractor shall provide monthly status reports to include accomplishments, support provided, and identification of significant problems encountered or delays in meeting deliverable schedules. The contractor shall provide monthly reports on the implementation status of the individual tasks listed herein. It is important that they are submitted in a timely manner once a month and address the main task areas listed within this PWS. Reports shall include accomplishments, support provided, and identification of significant problems encountered or delays in meeting deliverable schedules. In addition to reporting the technical status of the individual tasks, a financial report comparing the actual expenditures against the amount budgeted for each task is also required. If the actual expenditures exceed the budgeted amount, the discrepancy should be explained and the contractor's plan for remaining under the ceiling of the contract should be provided.

7. Performance Standards

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
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

8. CONTINUITY OF SERVICES

Upon expiration of this task order, the contractor shall give his/her best effort and cooperation to a successor. The contractor shall upon written notification by the Contracting Officer, provide phase-in, phase out (PIPO) services for up to thirty (30) days after this contract expires. An equitable adjustment to the task order price shall be negotiated between the Government and contractor for the additional work.

Enterprise-wide Contractor Manpower Reporting (NMCARS 5237.102-90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for OPNAV N8 via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

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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 COST

(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

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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.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

The following clauses are hereby incorporated in Section E by reference:

52.246-5 Inspection of Services - Cost Reimbursement

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/31/2016 - 7/30/2017
9000	7/31/2016 - 7/30/2017
9001	7/31/2016 - 7/30/2017

CLIN - DELIVERIES OR PERFORMANCE

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

7000	7/31/2016 - 7/30/2017
9000	7/31/2016 - 7/30/2017
9001	7/31/2016 - 7/30/2017

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

7100	7/31/2017 - 7/30/2018
7200	7/31/2018 - 7/30/2019
7300	7/31/2019 - 7/30/2020
7400	7/31/2020 - 7/30/2021
9100	7/31/2017 - 7/30/2018
9101	7/31/2017 - 7/30/2018
9200	7/31/2018 - 7/30/2019
9201	7/31/2018 - 7/30/2019
9300	7/31/2019 - 7/30/2020
9301	7/31/2019 - 7/30/2020
9400	3/16/2020 - 3/15/2021
9401	3/16/2020 - 3/15/2021

Services to be performed hereunder will be provided at:

OPNAV N8
2000 NAVY Pentagon
Building: Pentagon
Washington D.C. 20350-2000

The following clauses are hereby incorporated into Section F by reference:

52.242-15 Stop-Work Order Alternate I

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DURATION OF CONTRACT PERIOD

(a) The contract shall become effective on the date of award and shall continue in effect during the period ending 12 months after the date of contract award unless terminated or extended in accordance with other provisions herein.

(b) Subject to the provisions of the "Limitation of Costs" clause and the "Level of Effort" clause, the Contractor shall not be required to perform any work under this contract beyond the performance period set forth above unless such period is extended in writing by mutual agreement prior to the expiration date specified in the contract.

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SECTION G CONTRACT ADMINISTRATION DATA

Contractual Point of Contact:

Gerald Bowne
 NAVSUP Fleet Logistics Center Norfolk
 Philadelphia Office
 700 Robbins Ave. BLDG 2B
 Philadelphia, PA 19111-5083
gerald.bowne@navy.mil

215-697-5308

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

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

Christopher Simmons, OPNAV N81
 2000 Navy Pentagon
 Washington, DC 20350
christopher.simmons@navy.mil
 703-693-8890

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

____ TBD _____

NAME CODE

 MAIL ADDRESS

 TELEPHONE NUMBER

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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(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

(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	N47039
Issue By DoDAAC	N00189
Admin DoDAAC	TBD
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	Christopher.simmons@navy.mil
LPO DoDAAC	N47039
DCAA Auditor DoDAAC	HAA722

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

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

christopher.simmons@navy.mil

(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)

5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING

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This contract is incrementally funded and the amount currently available for payment hereunder for * is limited to *. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of the contract, no legal liability on the part of the Government for payment in excess of * for CLIN shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* CLIN 7000 is incrementally funded in the amount of [REDACTED]

** CLIN 9000 & 9001 are fully funded.

5252.201.9117 COMMUNICATIONS DURING THE LIFE OF THE CONTRACT

(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 communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this 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 contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. 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 contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Gerald
Bowne

NAVSUP Fleet Logistics Center
Norfolk
Office
700 Robbins Ave., BLDG.

Philadelphia

2B
Philadelphia, PA
19111-508
215.697.5308

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

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

SUBCONTRACTING PLAN - NOT REQUIRED

Since the contractor has been determined to be a Small Business Concern under the Small Business size standard established in this solicitation, no Small Business or Small Disadvantaged Business subcontracting plan is required.

SECURITY ADMINISTRATION

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

The Commander, Defense Investigative Service, Director of Industrial Security, Capital Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

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

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

Accounting Data

SLINID	PR Number	Amount
700001		[REDACTED]
LLA :		
AA 1761804 11T0 252 47039 B 068892 2D CD1187 470396N80RAQ		
Standard Number: N4703916RCD1187		
700002		[REDACTED]
LLA :		
AB 1761804 11C0 251 47039 B 068892 2D CN8123 4703962G25AQ		
Standard Number: N4703916RCN8123		
900001		[REDACTED]
LLA :		
AB 1761804 11C0 251 47039 B 068892 2D CN8123 4703962G25AQ		
Standard Number: N4703916RCN8123		
900101		[REDACTED]
LLA :		
AB 1761804 11C0 251 47039 B 068892 2D CN8123 4703962G25AQ		
Standard Number: N4703916RCN8123		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NON-DISCLOSURE AND NON-USE OF INFORMATION AND/OR DATA

(a) Sensitive and/or Proprietary Information and/or Data

In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and/or data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliberative information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third party information including but not limited to the research, development, products, trade secrets, and know-how of other contractors. All such information and/or data shall be deemed to be "sensitive and/or proprietary," whether or not designated or marked.

(b) PPBE Documents and Data

Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy

Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors who obtain, receive, or learn of PPBE documents and data in the course of performance of this contract shall restrict its access to the minimum number of contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non-Government procurements shall be provided access to PPBE documents or data. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or gains knowledge of such information and/or data as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Information and/or Data" provision.

(c) Non-Disclosure of Information and/or data

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such information and/or data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

(d) Non-Use of Information and/or Data

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such information and/or data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such information and/or data except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United

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States Department of Defense personnel and to other contractor personnel on a need-to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(e) Non-Disclosure/Non-Use Agreements

(1) Before any of the Contractor's personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(A) He/she shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned by him/her as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

(B) He/she shall not disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(C) He/she shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(D) He/she shall not use or consider sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

(2) Any access by contractor personnel or the personnel of any tier subcontractor to the Navy's Program Budget Information System (PBIS) requires specific authorization. Such access will only be provided when necessary for performance of the contract's requirements. A separate "PBIS Data Access Certificate of Nondisclosure" must be signed and provided to the designated PBIS administrator before such access will be authorized.

(3) In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn sensitive and/or proprietary information and/or data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the sensitive and/or proprietary information and/or data provided by the entity.

(f) Requirement to Disclose Sensitive and/or Proprietary Information and/or data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(g) Exception

This "Non-Disclosure and Non-Use of Information and/or Data" provision does not apply to information and/or data that (i) Contractor knew before the Navy disclosed it; (ii) has become publicly known through no wrongful act of Contractor; or (iii) the Contractor developed independently, as evidenced by appropriate documentation. The Contractor shall be responsible for ensuring that all contractor personnel who obtain such data/information understand and abide by the terms of this provision.

(h) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Information and/or Data" provision is a

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material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Information and/or Data" provision may also adversely affect the Contractor's past performance rating for consideration under future acquisitions.

(i) Non-disclosure/Non-Use Agreements

The Contractor shall maintain all non-disclosure and non-use of data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer or the Contracting Officer's designated representative.

(j) Disposal of Documents

Upon completion of the tasks assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and/or data(including any copies or reproductions thereof) in its possession or control.

5252.231-9131 COST LIMITATION CEILINGS ON INDIRECT RATES

If an offeror proposes cost limitation ceilings on indirect rates, the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

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SECTION I CONTRACT CLAUSES

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 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 five years.

DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (SEPT 2011)

(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 [REDACTED] 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 [REDACTED]

(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)

DFARS 252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010)(FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form

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312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

DFARS 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

DFARS 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.

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“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 a 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 & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & 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
			<u>Physical and Environmental Protection</u>	
AC-6	AU-7			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>	
				<u>System & Information Integrity</u>
AC-20(1)	CM-6		PM-10	
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 & 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

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(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 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.

(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

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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.

(End of clause)

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.

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement

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Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and

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this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will

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be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc.) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.204-2 Security Requirements

52.204-7 System for Award Management

52.204-9 Personal Identity Verification of Contractor Personnel

52.217-8 Option to Extend Services

52.219-6 Notice of Small Business Set-Aside

52.219-8 Utilization of Small Business Concerns

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52.232-20 Limitation of Costs

52.232-22 Limitation of Funds

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List DD1423

Contract Data Requirements List DD1423 Attachment

DOD Contract Security Classification Specification DD254

DOD Contract Security Classification Specification DD254 ATTACHMENT

Contract Administration Plan (CAP)

Quality Assurance Surveillance Plan (QASP)