

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-04-D-4024		2. DELIVERY ORDER NO. EX15		3. EFFECTIVE DATE 2015 Sep 21		4. PURCH REQUEST NO. H912695026A125		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 Valerie M Rinaldt/290.1 215-697-9724				7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)					
9. CONTRACTOR BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED					
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER		DELIVERY/ CALL		X		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 MOD FIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
BOOZ ALLEN HAMILTON INC											
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)					
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				25. TOTAL		\$1,380,350.92	
				BY: /s/Valerie M Rinaldt				26. DIFFERENCES			
				09/21/2015 CONTRACTING/ORDERING OFFICER							
27a. QUANTITY N 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. SH P NO.		29. D.O. VOUCHER NO.		30. INITIALS			
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE		g. E-MAIL ADDRESS		F NAL							
36. I CERT FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER		PARTIAL				35. BILL OF LADING NO.			
				FULL							
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TA NERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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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	JWOPD Analytical and Production Support Services IAW Section C (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]	[REDACTED]	\$1,309,150.92
700001	R499	H912695026A125 (Fund Type - OTHER)					
7100	R499	JWOPD Analytical and Production Support Services IAW Section C (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]	[REDACTED]	\$617,781.46
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Travel in support of CLIN 7000 IAW Section C (Fund Type - OTHER)	1.0	LO	\$71,200.00
900001	R499	H912695026A125 (Fund Type - OTHER)			
9100	R499	Travel in support of CLIN 7100 IAW Section C (Fund Type - OTHER)	1.0	LO	\$72,980.00
		Option			

DATA LINE ITEM (NOT SEPARATELY PRICED)(FISC DET PHILA)(OCT 1992)

Contractor data to be furnished in accordance with the Performance Requirements Summary / Quality Assurance Surveillance Plan contained in Section C below.

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

(a) <!--[endif]-->The level of effort for the performance of this order during the period from the start of the order performance to twelve months thereafter is based upon 13,256 estimated manhours of direct labor If all options are exercised by the Government, the level of effort for the performance of this contract will be increased by an additional 7,616 estimated manhours of direct labor, for a total level of effort of 20,872 estimated man-hours of direct labor (herein referred to as the "Estimated Total Hours").

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

Labor Category	Base Period	Option I
Program Manager	96	96
Analyst/Subject Matter Expert	13,160	7,520
Total	13,256	7,616

(c) The Estimated Total Hours include overtime* (**NOTE: 0 hours of overtime are estimated for this requirement**) and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

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

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph

(e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

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

LEVEL OF EFFORT - DELIVERY/TASK ORDER PERFORMANCE (FISC DET PHILA) (OCT 1992)

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery/task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery/task order. Accordingly, in the performance of any delivery/task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

PAYMENT OF FIXED FEE (*CPFF sa IDIQ*)

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

For the purposes of tracking the contract's total fixed fee, the "fixed fee" associated with any fixed-price task order will be the product of the above rate(s) multiplied by the total hours proposed for the task order.

*_	**	***
For Lot I: \$		
For Lot II: \$		

* *Represents the fixed fee proposed/negotiated for each Lot*

***Represents the total estimated level of effort for each Lot*

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********Represents the fixed fee divided by the estimated level of effort for each Lot*

NOTE: Uncompensated overtime shall not be evaluated and shall not be quoted by vendors. Quoting uncompensated overtime will be considered as taking exception to the terms and conditions solicited.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS) For Joint Operational War Plans Division Support

Section 1 Scope

1.0 Description of Services

1.1 Background

The Joint Operational War Plans Division (JOWPD), Joint Staff (JS) Deputy Director for Joint Strategic Policy (DDJSP), Joint Staff Strategic Plans and Policy Directorate (J-5) leads the refinement of Campaign and Contingency plans through development, review and assessment. Towards this end, the division runs numerous planning programs through its branches. JOWPD leads and coordinates deliberate plan development and review across numerous stakeholders and also leads the Joint Planning and Execution (JPEC) community; conducts plan assessments through the Joint Combat Capability Assessment – Plan Assessment (JCCA-PA) process; directs and synchronizes contingency sourcing, and coordinates division input to policy guidance such as the Joint Strategic Capabilities Plan (JSCP) and the Guidance for the Employment of the Force (GEF); leads interagency (IA) coordination for Combatant Command (CCMD) plan development, facilitates JS/CCMD input into IA partner planning efforts, and is the JS lead on the Development, Diplomacy and Defense (3D) Planning Forum; and leads the authorship for Chairman of the Joint Chiefs of Staff (CJCS) war plans and planning policy and doctrine, leads CCMD theater campaign assessments and manages the implementation of Secretary of Defense's Adaptive Planning (AP) initiative.

1.2 Purpose

To obtain a Contracted Advisory and Assistance Service (CAAS) contract for analytical and production support for J-5/Joint Operational War Plans Division (JOWPD) efforts to support the division in the plans development, review and assessment, IA coordination, policy planning, and guidance and doctrine functions.

1.3 Objective

The contractor shall provide all staffing, equipment and materials necessary to perform the tasks as defined in this Performance Work Statement (PWS); except that specified as Government Furnished Information, Facilities, Property, and Equipment at Joint Staff Operational Plans and Joint Strategic Plans and Policy Directorate, the Pentagon. In this effort, the contractor shall provide strictly non-personal services and shall work as an independent contractor not subject to the supervision and control by the Government.

1.4 Personnel Qualifications and Labor Descriptions for Key Personnel

The Contractor shall provide fully qualified personnel with education and demonstrated skills and experience necessary to perform the tasks described in the PWS. Mandatory security clearance requirements are specified in Section 1.4.6.1. The key personnel requirement is for personnel who are Subject Matter Experts (SME) on Joint Publication 5-0, the Adaptive Planning and Execution System (APEX), the 2014 GEF, the JSCP CJCS Instruction (CJCSI) 3110.01H dated 10 June 2011 or later, the Management and Review of Joint Strategic Capabilities Plan (JSCP) – Tasked Plans CJCSI 3141.01E dated 15 September 2011 or later, familiarity with staffing process, the PROMOTE COOPERATION interagency planning activities, Joint Capabilities Integration Development System (JCIDS), CJCSI 3170.01H dated 10 January 2012 or later, the Defense Acquisition System, Department of Defense Instruction (DoDI) 5000.02 dated 25 November 2013 or later, Campaign Assessments and Reporting, Comprehensive Joint Assessment process, and Titles 10, 22, 32, and 50 of the United States Code. JS, J5 requests resumes for all prospective key personnel. The key labor description and qualification is as follows:

****Program Manager - Non-key Labor Category**

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Summary of duties and responsibilities: Supervises projects and contractor personnel providing these services. Acts as liaison with Government personnel for both technical and personnel issues. Assures that proper staffing is provided and maintained and that all deliverables are prepared in accordance with PWS.

Education and Experience: Previous experience as a program manager for a program for similar services.

****Analyst(s)/Subject Matter Expert(s) - Key Labor Category**

Summary of duties and responsibilities: Serves as an analyst/subject matter expert in DoD campaign and contingency plans and planning. Duties include coordinating requirements, inputs, and contributions to diverse strategy and plan development review cycles for the CCMDs, Services, Defense Agencies, the Joint Staff, and other departments and agencies. Assists Joint Staff J-5 in creating and maintaining effective linkages to all DoD and non-DoD Government agencies including the National Security Staff, the Department of State, the Department of the Treasury, the Department of Justice, the Department of Commerce and the Intelligence Community. Writes and implements policy, guidance, and doctrine on DoD and interagency planning, plan reviews and assessments. Reviews and formulates US military policy, plan and strategy positions for the Joint Staff and others as required to insure effective and consistent use of the full range of various elements of national power in operational plans and related planning and execution efforts. Implements and improves planning, plan review, and plan or risk assessments processes in support of the JPEC.

Education and Experience: Shall have a minimum of a Bachelor's degree from an accredited college or university; a Master's degree in national security or other related discipline from an accredited college or university is optional, but will be given more weight. Should have a minimum of 3 years of experience planning at the joint, strategic or operational level and should have a minimum of 2 years of experience in working on or supporting the JS or a military service staff (Army, Navy, Air Force, or Marine Corps), a CCMD, or service component command. Experience should also demonstrate familiarity working in an interagency capacity. Experience shall demonstrate work with modern office, collaboration, and information management tools (e.g., Microsoft Office, Adobe Connect, Microsoft SharePoint).

1.4.1 Travel

Occasional off-site participation for temporary duties (TDY), attendance at scheduled meetings, etc. may be required.

All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Joint Travel Regulations (JTR) and shall be pre-approved by the COR.

The contractor shall provide the J-5/JOWPD point of contact trip reports within five working days after completion of each trip.

1.4.2 Period of Performance

See Schedule F below

1.4.3 Place of Performance

The primary place of performance shall be on-site at the Pentagon, J5-JOWPD Rooms 1E1010 & 1E1028.

1.4.4 Contracting Officer's Representative (COR)

The Contracting Officer's Representative for this task order is:

Mr. Peter Martinson
J5/Joint Operational War Plans Division
Pentagon Room 1E1028
Washington, DC 20318-5000
Email: peter.a.martinson.civ@mail.mil
PH: 703-571-5832

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1.4.5 Primary and Alternate Joint Staff (JS) Point of Contact (POC)

Primary JS POC: N/A

Alternate JS POC: N/A

1.4.6 Security Requirements

1.4.6.1 Clearance Level

At time of award, all on-site Contractor personnel shall possess a final TOP SECRET (TS) clearance based on a Single Scope Background Investigation (SSBI), Single Scope Background Periodic Reinvestigation (SBPR), or Phased Periodic Reinvestigation (PPR) completed within the last 5 years (in-scope) and verified in the Joint Personnel Adjudication System (JPAS) with Sensitive Compartmented Information (SCI) eligibility. The clearance must be fully adjudicated at the SCI level and must have an indication of “determined eligibility of DCID 6/4” in JPAS. Up to 100% shall be indoctrinated at the SCI level in order to support TS-SCI facilities. All on-site Contractor personnel require access to Alternate Compensatory Control Measures (ACCM). When indoctrinated on the JS, the Contractor’s employees shall sign a Standard Form SF312 “Classified Information Non-Disclosure Agreement”; DD Form 1847, “Sensitive Compartmented Information Indoctrination Memorandum”; JS Form 59, April 91, “Joint Staff Security Agreement”; and Personal Attestation; which will be kept on file with the Joint Staff Security Office. Some positions may require access to Nuclear Command and Control Information (NC2) Especially Sensitive Information which will require an additional non-disclosure agreement specific to the categories accessed.

During the performance of this contract, the Contractor may encounter information that is sensitive in nature, pre-decisional, or proprietary, therefore, Contractor employees associated with this contract shall sign appropriate Government non-disclosure statements specific to the tasks and deliverables associate with the Performance Work Statement prior to beginning work. These Task NDAs will be kept on file with the Contracting Officer Representative.

1.4.7 Periodic Progress Meetings

The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these progress meetings the Contracting Officer will provide feedback to the Contractor on how the Government views the Contractor's performance. The Contractor will apprise the Government of problems, if any, being experienced. The Government and the Contractor shall take appropriate action to resolve outstanding issues.

1.4.8 Identification of Contractor Employees

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status may not be obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the audience that they are Government employees. Contractor personnel must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor personnel will be required to apply for, receive and wear a Pentagon identification badge which will indicate their Contractor status in the performance of this service.

1.4.9 Deliverables

All deliverables become the property of the U.S. Government. Unless otherwise stated, all deliverables will be submitted in both hardcopy and electronic media in the applicable Microsoft Word/PowerPoint/Excel/Access/Visio /Project format. All deliverables must be submitted to the JS POC in accordance with Technical Exhibit 1, “Performance Requirements Summary”.

Section 2 Requirements

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2.1 Schedule

2.1.1 Kick-Off Meeting

The contractor shall schedule and conduct a joint Government, contractor kick-off meeting to review PWS requirements. The kick-off meeting may be conducted via several methods. The method of the meeting shall be determined by the government.

2.1.2 Project Schedule

The Contractor shall deliver and maintain an integrated project schedule using Microsoft Project that shows all resource-loaded tasks, durations, dependencies, and deliverables and will be delivered as part of the monthly status report.

2.2 Quality

2.2.1 Quality Control Program (QCP)

The Contractor shall implement a Quality Control Program for this effort. To implement this QCP, the Contractor shall prepare and provide a quality control plan to detail and describe the Contractor's framework and processes within the QCP for delivering quality products and services required by this PWS. The Contractor shall provide a briefing to the Government outlining the plan for implementation of the QCP for the contract tasks during the kick-off meeting. The Contractor shall ensure all work will be performed in accordance with the contract requirements and the quality control plan. The Contractor shall provide the requisite staffing and procedures to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and service delivery and performance requirements of this effort. The Contractor shall identify in the Quality Control Plan the applicable processes and metrics used to self-assess performance, in addition to the resources to be applied to this effort.

2.3 Technical

2.3.1 Monthly Progress Reports

The monthly status report shall be delivered in accordance with the base contract performance work statement (PWS).

- Contractor name and address.
- Contract number and SubCLIN number.
- Date of report.
- Period covered by report.
- Man-hours expended by discipline for the reporting period, and cumulatively during the contract
- Cost curves portraying actual and projected conditions through the technical instruction when appropriate.
- Cost incurred for the reporting period and total contractual expenditures as of report date.
- Description of progress made during period reported, including problem areas encountered and recommendations, if any, for solutions. Recommendations may include solutions outside the scope of this contract.
- Trips and significant results.
- Plans and recommendations for activities during the following reporting period
- Problems and shortfalls; identification of potential problems; and identification of any anticipated technical or funding shortfall or irregularity during the specified period of performance not later than four (4) months prior to the anticipated shortfall.
- Contractor performance assessment.
- Contain applicable documentation to include: information papers (white papers, point papers, position papers, or automated 5x8s), coordination documents (worksheets, comment resolution matrix, or meeting minutes) and contain correspondence (letters, memoranda, or email) as needed.

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- The Monthly Report will contain enough detail so it will stand alone as a useful tool for the Government to utilize in the development, integration and analysis of the applicable logistics capability areas.

2.3.2 Technical Reports

The contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. Reporting shall be in enough detail and quality to meet contract standards. The technical reports shall include but are not limited to:

- Weekly activity reports will provide a synopsis of tasks and activities accomplished during the week, project status, meetings attended, accomplishments, work activities planned for the following week, planned absences (training, leave), issues, and other pertinent information related to this effort.

2.3.2.1 Disclaimer Statement

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision, unless so designated by other official documentation."

2.4 Support to Joint Operational War Plans Division (JOWPD)

2.4.1 Monitoring Plans

2.4.1.1 Maintain Knowledge Management or Common Operational Picture of Theater Campaign Plan Assessments

The contractor shall provide subject matter expertise consultation, advice and staff support to JOWPD and the Joint Staff on plans assessments and the operational and planning capacities of DoD and United States Government (USG) civilian national security agencies. The contractor shall, through expert familiarity with DoD and other USG planning and operations systems and processes, analyze data, compose and compare courses of actions and make recommendations in support of JOWPD staff efforts.

2.4.1.2 Coordinate CCMD, Service, Joint Staff, OSD and Interagency Inputs to Policy and Guidance

The contractor shall coordinate inputs by assembling, synthesizing, collecting, and briefing key senior leaders, lobbying for and gaining necessary coordination authorizations, and conducting in-person or virtual coordination meetings to achieve JOWPD objectives for policy and guidance coordination and improvement. Contractors shall guide coordination in a manner to make effective use of resources and guide diverse participants to meet stated objectives. The contractor shall invite participants, track and manage participant involvement, produce agendas and briefing materials to align expectations and ensure timeliness are met. Where appropriate, present inputs in a coherent manner and provide recommended reconciliation of competing recommendation.

The contractors shall further maintain these drafts in a state suitable for electronic and hard copy dissemination, incorporating periodic revisions and insights gained from ongoing planning activities. The contractor shall collect and process incoming comments generated by various DoD and USG elements during the staffing of DoD and IA planning documents and collate them into a single matrix in the standard Joint Staff format, preparing them for JOWPD review.

2.4.1.3 Report Status to Joint Staff and OSD of Plans Development Efforts

The contractor shall monitor the major development milestones in the planning process and provide monthly reports on that progress. Reports should capture outstanding activities to be accomplished and highlight potential challenges to be overcome for further plans development. Reports should be chronicled and archived to provide a coherent historical perspective of Division activities.

2.4.2 Facilitating Planning Exchanges

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The contractor shall organize and execute seminars under this contract. Seminars shall be designed to last up to four days and support up to 100 participants split among a maximum of three working groups.

2.4.2.1 Provide Support to Professional Military Education (PME) Sessions on Planning Policy, Guidance and Doctrine

The contractor shall provide subject matter expertise presentations and lead discussions on Joint Planning. Presentations will entail current planning practices and relate to audiences the most recent direction that planning is taking.

2.4.2.2 Analyze Objectives, Develop Milestones, and Prepare Read Ahead Material for Planning Seminars

The contractor shall analyze and define objectives and key issues for each seminar. This effort shall identify appropriate representatives to participate in the event within the DoD and were appropriate from IA partners. The contractor shall also develop an appropriate format for the seminar, including supporting materials and documentation that facilitate addressing objectives and key issues. The contractor shall present the seminar plan and a rough order of magnitude cost estimate to the JOWPD point of contact before the seminar. The decision briefing shall provide recommended objectives, key issues, seminar design and flow, participants, proposed schedule and other design and planning decisions for approval.

The contractor shall provide one written executable methodology per coordination seminar for achieving objectives by analyzing planner requirements, matching the requirements to suitable and sufficient capabilities. The contractor shall develop coordination designs that are acceptable to key stakeholders including IA participants and gain their commitment to participate in coordination activities. Coordination designs shall be recorded in hard and soft copy, stored and tracked over time and adjusted based on self-contained measures of effectiveness.

The contractor shall develop a milestone schedule for each workshop/seminar. The contractor shall meet with the JS POC and/or his designee to review and discuss the tasks identified. The contractor shall prepare classified or unclassified, pre-seminar read-ahead packages for participants containing administrative instructions and applicable substantive material at the appropriate level of classification. The read-ahead package shall be disseminated to participants before the seminar and one full package should be prepared for each participant and for supporting staff.

2.4.2.3 Facilitate Seminars, Meetings, and Conferences as Needed to Further JOWPD Efforts

The contractor shall facilitate seminar discussions in such a way as to address objectives and essential issues, and produce viable options and useful information for follow-on plan development and improvement. The contractor shall execute strategies established for coordination to include briefing key senior leaders, lobbying for and gaining necessary coordination authorizations, and conducting in-person or virtual coordination events to meet objectives for plan coordination and improvement. Contractors shall further function as coordination event managers to guide coordination proceedings to make effective use of resources and guide diverse participants to meet stated objectives.

The contractor shall invite participants, track and manage attendance plans, produce agendas and briefing materials to enable coordination, facilitate meetings, record results, and provide follow-up and reassessment of coordination activities.

2.4.2.4 Prepare Post-Seminar, Meetings, or Conference Reports as Needed in Support of JOWPD Efforts

The contractor shall provide a "Findings Report" JS POC and/or his designee within 1 business week or sooner upon completion of the seminar. The findings report should analyze the data collected during the seminar and provide to the JS POC and/or his designee a briefing and report highlighting the seminar results at the appropriate level of classification, including recommendations and agreements arrived at by the participants and their implications. The contractor shall also be available to conduct post seminar briefings to JS officials and participants. The contractor shall input these results and any agreements into a standardized action tracking log that will track key issues, discussion points and conclusions between and across events to insure continuity. The contractor shall assess seminar outcomes, determine best-value implementation actions, and provide recommendations for options and improvements, including specific tasks and responsibilities.

2.4.3 Maintain Planning Tools

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2.4.3.1 Prepare Weekly JOWPD Calendar

Prepare weekly briefing outlining the weekly activities of the branch. The briefing should include a one page summary showing all major anticipated milestones occurring over the next three months. Briefing content should be used to address JOWPD weekly reporting requirements. Sections of the brief should be disseminated weekly to stakeholder group identified by JOWPD.

2.4.4 Providing Analysis & Research Related to Military Planning

2.4.4.1 Research Existing CJCS, OSD and Partner Agency Policies and/or Doctrine

Provide SME analysis of existing CJCS, OSD and partner agency policies and doctrine and record opinions and recommendations concise issue papers. Issue papers should record a summary of the policy, context surrounding a given policy, implications of policy for JOWPD concerns, and recommended responses.

2.4.4.2 Draft Inputs and/or Updates to Policy and Doctrine

Provide recommended inputs to and analysis of changes to policy and doctrine related to planning processes, policy, guidance, and doctrine.

2.4.4.3 Prepare Position Papers on Policy and Doctrine

The contractor shall provide support to further develop and improve DoD planning doctrine, guidance, and instructional documents which govern or influence the plans coordination process. The contractor shall provide production and editorial support of an initial working draft and subsequent final drafts of DoD and IA planning support publications.

2.4.4.4 Prepare Briefings, Read-Aheads, and Other Documentation in Support of JOWPD Efforts

Provide briefings, read-ahead material, and other documentation in support of JOWPD efforts which capture current activities and highlight future intentions.

2.4.5 Support to Interagency Planning

2.4.5.1 Plans Coordination Process Design

The contractor shall provide one written executable methodology per coordination workshop for achieving selected DoD operational plans coordination objectives by analyzing planner requirements, matching the requirements to suitable and sufficient interagency capabilities, offices, and personalities, and designing a collaboration work plan to meet planner needs. The contractor shall develop coordination designs that are acceptable to key stakeholders including interagency participants and gain their commitment to participate in coordination activities. Coordination designs shall be recorded in hard and soft copy, stored and tracked over time and adjusted based on self-contained measures of effectiveness.

2.4.5.2 Plans Coordination Execution

The contractor shall execute coordination designs by briefing key senior leaders, lobbying for and gaining necessary coordination authorizations, and conducting in-person or virtual coordination events to meet planner objectives for plan coordination and improvement. Contractors shall further function as coordination event managers to guide coordination proceedings to make effective use of resources and guide diverse participants to meet stated objectives. The contractor shall invite participants, track and manage attendance plans, produce agendas and briefing materials to enable interagency coordination of dissimilar concepts and operations, facilitate meetings, record results in the form of in-depth written reports, and provide follow-up and reassessment of coordination activities.

2.4.5.3 Plans Coordination Process Management and Improvement

The contractor shall provide support to further develop and improve DoD planning doctrine, guidance, and instructional documents which control the plans coordination process. The contractor shall provide production and editorial support of an initial working draft and subsequent final drafts of DoD and interagency planning support

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publications. The contractors shall further maintain these drafts in a state suitable for electronic and hard copy dissemination, incorporating periodic revisions and insights gained from ongoing planning activities. The contractor shall collect and process incoming comments generated by various DoD and United States Government (USG) elements during the staffing of DOD and interagency planning documents and collate them into a single matrix in the standard Joint Staff format, preparing them for JOWPD review.

2.4.5.4 Plans Coordination SME Staff Tasks

The contractor shall provide subject matter expertise consultation, advice and staff support to JOWPD and the Joint Staff on plans coordination and the operational and planning capacities of DoD and USG civilian national security agencies. The contractor shall, through expert familiarity with DoD and other USG planning and operations systems and processes, analyze data, compose and compare courses of actions and make recommendations in support of JOWPD staff efforts.

2.4.5.5 Execute Workshop/Seminar Series

The contractor shall organize and execute seminars under this contract. Seminars shall be designed to last up to four days and support up to 100 participants split among a maximum of four working groups.

2.4.5.5.1 Design Seminar Plan and Scenario

The contractor shall analyze and define objectives and key issues for each seminar. This effort shall identify appropriate interagency representatives to participate in the event. The contractor shall also develop an appropriate scenario setting for the seminar, including supporting materials and documentation that facilitate addressing the objectives and key issues. The contractor shall present the seminar plan and a rough order of magnitude cost estimate to the JOWPD point of contact before the seminar. The decision briefing shall provide recommended objectives, key issues, seminar design and flow, participants, proposed schedule and other design and planning decisions for approval.

2.4.5.5.2 Milestone Schedule/In-Process Reviews (IPR)

The contractor shall develop a milestone schedule for each workshop/seminar. The contractor shall meet with the JS POC and/or his designee to review and discuss the tasks identified, dates for delivery, and the frequency and number of IPRs detailed on the milestone schedule. The contractor shall provide an event cost estimate prior to each of the seminars, and components thereof to ensure sufficient resources remain available for anticipated priorities.

2.4.5.5.3 Prepare and Distribute Seminar Read-Ahead Materials

The contractor shall prepare classified or unclassified, pre-seminar read-ahead packages for participants containing administrative instructions and applicable substantive material at the appropriate level of classification. The read-ahead package shall be disseminated to participants before the seminar and one full package should be prepared for each participant and for supporting staff.

2.4.5.5.4 Conduct Individual Plans Coordination Workshop/Seminar

The contractor shall facilitate seminar discussions in such a way as to address objectives and essential issues, and produce viable options and useful information for follow-on plan development and improvement

2.4.5.5.5 Conduct Workshop/Seminar Survey

The contractor shall provide survey consulting and assistance and use a survey tool to conduct an attendee survey for conference feedback. The tool shall provide the participants the opportunity to provide qualitative feedback on the speaker presentations, seminar content, and recommendations to improve the seminar. The contractor shall provide proposed survey questions for DDJSP/JOWPD approval no later than one week prior to the seminar.

2.4.5.5.6 Provide Workshop/Seminar Survey Report

The contractor shall provide a report of the survey that shall include: description and summary of results with associated graphs, charts and tables; description of data collection, and survey administration methods; discussion of

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sample characteristics; representativeness of data; and briefings of results to include discussion of recommendations and follow-up actions.

2.4.5.5.7 Post-Workshop/Seminar Report/Briefing

The contractor shall provide a preliminary "Quick Look Report" summarizing initial exercise findings to the JS POC and/or his designee within 2 business days or sooner upon completion of the seminar. Additionally, within 14 calendar days upon completion of the seminar, the contractor shall analyze the data collected and provide to the JS POC and/or his designee a briefing and report highlighting the seminar results at the appropriate level of classification, including recommendations and agreements arrived at by the participants and their implications. The contractor shall also be available to conduct post seminar briefings to Joint Staff officials and participants. The contractor shall input these results and any agreements into a standardized action tracking log that will track key issues, discussion points and conclusions between and across events to insure continuity.

2.4.5.5.8 Post-Seminar Analysis

The contractor shall assess seminar outcomes, determine best-value implementation actions, and provide recommendations for options and improvements, including specific tasks and responsibilities.

2.4.5.6 Database Operation and Development

Through Microsoft Office OneNote or comparable Microsoft Office-based capability, the contractor shall maintain and improve an automated database and software tool to identify and track activities in the planning coordination process. The contractor shall provide database maintenance as required following interagency planning meetings and coordination (no less than monthly). Data input, data export or reporting, database functions/systems maintenance and database functional improvement shall be conducted by technically proficient staff.

2.4.6 Administrative Support

Contractor shall provide administrative support to Division activities to include handling requests to send or receive clearance information for division partners. Contractor should provide capability for handling of paperwork and follow-up in technology support, in/out processing of personnel, travel support, and personnel support required by the division.

Section 3 Applicable Documents

Reference to Detailed Specifications

Department of Defense (DoD) Directive, 5000.59, August 8, 2007

Specific Regulation or Guidance

Adaptive Planning Roadmaps I & II

Joint Publication 5-0, Joint Operations Planning

2010-2012, or later, Guidance for the Employment of the Force (GEF)

Joint Strategic Capabilities Plan (JSCP) CJCSI 3110.01H dated 10 June 2011, or later

Management and Review of Joint Strategic Capabilities Plan (JSCP) – Tasked Plans CJCSI 3141.01E dated 15 September 2011, or later

CJCSM 3122—series (Joint Operations Planning and Execution System (JOPES))

CJCSM 3130 – series (Adaptive Planning and Execution System (APEX))

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY (Quality Surveillance Plan)

Task Paragraph	Tasks	Delivery Date	Performance Standard
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1.4.1	Trip Reports	Five working days after completion of each trip.	As required
2.1	Schedule		
2.1.1	Schedule and conduct a contract kick-off meeting	DOA + 5 Days	One time
2.1.2	Deliver and maintain an integrated project schedule; include resource loaded tasks, durations, dependencies & deliverables	Due with each Monthly Progress Report – 1 st report due 15 days after first full report month; subsequent reports due 15 days after last day of each calendar month	Monthly (updated with each monthly report).
2.2	Quality		
2.2.1	Prepare and provide a Quality Control Plan	DOA + 10 Days	One time
2.3	Technical		
2.3.1	Monthly Progress Reports – To include all Technical Tasks required by the TI.	1 st report due 15 days after first full report month; subsequent reports due 15 days after last day of each calendar month	Monthly
2.3.2	Technical Reports – To include all Technical Tasks required by the TI.	Due every Wednesday by COB	Updated Weekly
2.4	Support to War Plans Division		
2.4.1	Monitoring Plans		
2.4.1.1	Maintain Knowledge Management or Common Operational Picture of Theater Campaign Plan Assessments	Due every Wednesday by COB	Updated Weekly
2.4.1.2	Coordinate Combatant Command, Services, Joint Staff, OSD and Interagency inputs to Policy and Guidance	Due every Wednesday by COB	Updated Weekly
2.4.1.3	Report Status to Joint Staff and OSD of Plans Development Efforts	Due every Wednesday by COB	Updated Weekly
2.4.2	Facilitating Planning Exchanges		
2.4.2.1	Provide Support to Professional Military Education (PME) Sessions on Planning Doctrine and Policy	DOA+30 Days (initial). By the 15 th day of each month thereafter	Monthly
2.4.2.2	Analyze objectives, develop milestones, and prepare read ahead material for planning seminars	DOA+30 Days (initial). By the 15 th day of each	Monthly

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		month thereafter	
2.4.2.3	Facilitate seminars, meetings, and conferences as needed to further JOWPD efforts	DOA+30 Days (initial). By the 15 th day of each month thereafter	Monthly
2.4.2.4	Prepare post-seminar, meeting, or conference reports as needed in support of JOWPD efforts	NLT 21 Days After Completion of Seminar	As Required
2.4.3	Maintaining Planning Tools		
2.4.3.1	Prepare Weekly JOWPD Calendar	Due every Wednesday by COB	Updated Weekly
2.4.4	Providing Analysis & Research related to Military Planning		
2.4.4.1	Research Existing CJCS, OSD and Partner Agency Policies and/or doctrine	NLT 10 Days After Assignment	As Required
2.4.4.2	Draft inputs and/or updates to policy and doctrine	NLT 10 Days After Assignment	As Required
2.4.4.3	Prepare position papers on policy and doctrine	NLT 10 Days After Assignment	As Required
2.4.4.4	Prepare briefings, read-aheads, and other documentation in support of JOWPD efforts	NLT 10 Days After Assignment	As Required
2.4.5	Administrative Support	As Required	As Required

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.

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

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

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

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

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations.

Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

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

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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

CLAUSES INCORPORATED BY REFERENCE

Clause Title

52.246-5 Inspection of Services - Cost Reimbursement APR-1984

INSPECTION AND ACCEPTANCE (SERVICES)(OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Contracting Officer's Representative (COR), or in the absence of the COR, the Alternate COR, if one is appointed.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/21/2015 - 7/31/2016
9000	9/21/2015 - 7/31/2016

CLIN - DELIVERIES OR PERFORMANCE

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

7000	9/21/2015 - 7/31/2016
9000	9/21/2015 - 7/31/2016

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

7100	8/1/2016 - 7/31/2017
9100	8/1/2016 - 7/31/2017

Services to be performed hereunder will be provided at (insert specific address and building etc.)

SEE Section C PWS, para 1.4.3 (corrected via Amendment 0001) Place of Performance.

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SECTION G CONTRACT ADMINISTRATION DATA

COR to be named upon award

SECURITY ADMINISTRATION

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

The offeror shall indicate the name, address and telephone number of the cognizant security office:

Defense Security Service
Northern Virginia Field Office
14428 Albermarle Point Place, Suite 140
Chantilly, VA 20151-1678

Personnel Security Clearance Verification:

Defense Security Service
P.O. Box 2499
Columbus, OH 43216
PH: 888-282-7682

The facilities to be utilized in the performance of this effort have been cleared to Top Secret with Top Secret Security Storage Capability.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance. (N/A)

CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE, INDEFINITE DELIVERY CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.
4. The paying office is responsible for making payment of proper invoices after acceptance is documented.
5. The Ordering Officer is responsible for:

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- a. Requesting, obtaining and evaluating proposals for orders to be issued.
- b. Determining that the price/estimated cost of the order is fair and reasonable for the effort proposed.
- c. Obligating the funds by issuance of the delivery order.
- d. Authorizing the contractor to begin performance.
- e. Providing subcontract approval.
- f. Monitoring direct costs on orders issued.

NOTE: The PCO and the Ordering Officer may be the same individual, but in no case shall the COR perform the duties of the Ordering Officer.

6. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract or order. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such as situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the CAO designated in the contract.

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(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(5) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) Upon completion of all services under the contract, the COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of performance. The COR shall ensure that the voucher is clearly marked as a "Final Voucher."

d. Contract Modifications/Orders Under Indefinite Delivery Contracts.

(1) The COR is responsible for developing the statement of work for tasking orders, change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Ordering Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations to the authorized Ordering Officer, as appropriate.

(3) The COR may interface with the contractor to obtain necessary information to assist in his/her development of the task statements, but the contractor shall not develop the task.

e. Administrative Duties

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(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where delivery orders are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

7. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c Assist in preparing the final report on contractor performance for the applicable contract/delivery order in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Evaluate the contractor's proposals for specific delivery orders and identify, for the COR, any potential problems, areas of concern, or issues to be discussed during negotiations.

f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

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g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.

h. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

i. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

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.

(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).

Public Voucher

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

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

H91269

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
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Pay Official DoDAAC +++++ (SEE BELOW)	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	H91269
Accept at Other DoDAAC	N/A
LPO DoDAAC	H91269
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

peter.a.martinson.civ@mail.mil

++++ **NOTE: ALL INVOICES AND SUPPORT INFORMATION SENT TO PAY OFFICIAL SHALL ALSO BE SENT TO THE COR at the above email address.**

(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)

Accounting Data

SLINID	PR Number	Amount
700001	H912695026A125	513997.03
LLA :		
AA 97150100.1220 4570 00000 251B 9JAA97 012195 DJAC15A125		
900001	H912695026A125	10000.00
LLA :		
AA 97150100.1220 4570 00000 251B 9JAA97 012195 DJAC15A125		

BASE Funding 523997.03

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Cumulative Funding 523997.03

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SECTION H SPECIAL CONTRACT REQUIREMENTS

LIABILITY INSURANCE (COST TYPE CONTRACTS)

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

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

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.

CONTRACTOR MANPOWER REPORTING for CONTRACT PERFORMANCE WORK STATEMENTS

The contractor shall report ALL contract labor hours (including subcontractor labor hours) required for performance of services provided under the contract for the All Other Defense Components CMRA component via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs from 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, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/> .

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SECTION I CONTRACT CLAUSES

INCORPORATED BY REFERENCE:

FAR 52.232-20 LIMITATION OF COST (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS (CPR 1984)

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

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days prior to completion of the base period.

(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 2 years, exclusive of invoking FAR 52.217-8.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days of task order expiration.

52.217-3 Evaluation Exclusive of Options (Apr 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

52.219-8 -- Utilization of Small Business Concerns (Oct 2014)

(a) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under

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the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm ; or <http://www.sba.gov/hubzone> ;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov .

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(End of clause)

52.219-9 - Small Business Subcontracting Plan (Oct 2014)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate

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share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

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(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR

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using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the

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Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

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(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a

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consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of Clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 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 \$10 million, and serves or served--

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

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

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

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

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received

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after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

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

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 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 \$10 million, and serves or served--

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

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

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

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

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

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

(End of clause)

52.222-2 Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\$0.00** or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

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

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

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

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

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

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

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

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

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

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

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(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
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8		PE-2	SC-13
AC-11(1)	AU-9	<u>Incident Response</u>	PE-3	SC-15
AC-17(2)		IR-2	PE-5	SC-28
AC-18(1)		IR-4		
AC-19	<u>Configuration Management</u>	IR-5		
AC-20(1)	CM-2	IR-6	<u>Program Management</u>	
AC-20(2)	CM-6		PM-10	<u>System & Information Integrity</u>
AC-22	CM-7			SI-2
	CM-8	<u>Maintenance</u>		SI-3
		MA-4(6)	<u>Risk Assessment</u>	SI-4
		MA-5		
		MA-6	RA-5	
<u>Awareness & Training</u>	<u>Contingency Planning</u>			

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AT-2	CP-9	
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Legend:

AC: Access Control

AT: Awareness and Training MP:

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

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

(d) Cyber incident and compromise reporting.

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

(i) Data Universal Numbering System (DUNS).

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

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

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

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

(vi) Contract clearance level.

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

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

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(x) Date incident discovered.

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

(xii) Description of technical information compromised.

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

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

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

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

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

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

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

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

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

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

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

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

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

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(End of clause)

**SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or
Unclassified Sensitive Information or Unclassified IT Systems (May 2010)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement 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. 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 DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the Defense DTM 08-006 or its subsequent DoD instruction) and

1 Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

1 SF-85 Questionnaire for Non-Sensitive Positions

1 Two FD-258 Applicant Fingerprint Cards

1 Original Signed Release Statements

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contract. 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 Navy Command'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.

Non-Sensitive Positions

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:

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

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. 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. Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- 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. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

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IT Systems Access

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 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.

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.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to

submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. 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

Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). 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. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately. The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way

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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 for working in nonsensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (Jan 1992)

- a. The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. **ALL KEY PERSONNEL RESUMES must be submitted to the Contracting Officer for technical review before any person may begin working in such a position. These resumes shall be submitted to the Contracting Officer at least 30 working days before the person is scheduled to begin work; should the Government determine that the proposed person fails to meet the minimum qualifications, another candidate will need to be proposed.** No substitution or addition of personnel shall be made except in accordance with this clause.

- b. The Contractor agrees that:

X during the contract performance period

* during the first ** days of the contract performance period

No personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

- c. If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal., the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- d. All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- e. In the event a requirement to increase the specified level of effort for a designated labor category, but no the

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overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

f. The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

g. If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (Jan 1992)

(a) 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 difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering 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.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery 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 reasonably ensure the ability for effective and efficient performance.

*Labor Categories *Minimum Requirements

*SEE Section C Performance Work Statement, para 1.4 Personnel Quals

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(End of Clause)

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SECTION J LIST OF ATTACHMENTS

DD-Form 254

Past Performance Form