

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE 25-Jun-2019	4. REQUISITION/PURCHASE REQ. NO. N6298019RCEE412		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE		S0701A SCD: C
NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083		DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 12010 Sunset Hills Road Reston VA 20190		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-EX09
		10B. DATED (SEE ITEM 13) 01-Apr-2015
CAGE CODE 6XWA8	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [REDACTED]	25-Jun-2019
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to incrementally fund Option period IV in the amount of \$1,378,000.00. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

700401:

From: AA 1791804 22T4 6298P 056521 2D CEN403 629809EN003Q

To: AQ 1791804 22T4 257 6298P 056521 2D CEN403 629809EN003Q

The total amount of funds obligated to the task is hereby increased from \$15,147,630.18 by \$1,378,000.00 to \$16,525,630.18.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700401	O&MN,N	514,500.00	686,000.00	1,200,500.00
700402	O&MN,N	514,498.00	686,000.00	1,200,498.00
900901	O&MN,N	1.00	3,000.00	3,001.00
900902	O&MN,N	0.00	3,000.00	3,000.00

The total value of the order is hereby increased from \$20,298,356.30 by \$0.00 to \$20,298,356.30.

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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	D399	PDSS Labor Base Year (O&MN,N)	1.0	LO	██████████	██████████	\$3,985,603.67
700001	D399	PDSS Labor (EMPRS) (O&MN,N)					
700002	D399	PDSS Labor (BOL) (O&MN,N)					
7001	D399	PDSS Labor Option One (O&MN,N)	1.0	LO	██████████	██████████	\$4,005,131.80
700101	D399	PDSS Labor (O&MN,N)					
700102	D399	PDSS Labor Supporting BOL (O&MN,N)					
700103	D399	PDSS labor (O&MN,N)					
7002	D399	PDSS Labor Option Two (O&MN,N)	1.0	LO	██████████	██████████	\$4,029,846.54
700201	D399	Funding in support of CLIN 7002. Document N6298017RCEE412 (O&MN,N)					
700202	D399	Funding in support of CLIN 7002. Document N6298017RCEN404 (O&MN,N)					
7003	D399	PDSS Labor Option Three (O&MN,N)	1.0	LO	██████████	██████████	\$4,054,500.99
700301	D399	Funding document N6298018RCEE409 applies. (O&MN,N)					
700302	D399	Funding document N6298018RCEN404 applies. (O&MN,N)					
700303	D399	Funding document N4339818RCHC408 applies. (O&MN,N)					
700304	D399	Funding document N6298018RCEN406 applies. (O&MN,N)					
700305	D399	Funding document N6298019RCEE405 applies. (O&MN,N)					
700306	D399	Funding document N6298019RCEN401 applies. (O&MN,N)					
7004	D399	PDSS Labor Option Four (O&MN,N)	1.0	LO	██████████	██████████	\$4,115,316.61
700401	D399	Funding document N6298019RCEN403 applies (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700402	D399	Funding document N6298019RCEE412 applies (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	D399	Other Direct Costs - Base Year (O&MN,N)	1.0	LO	\$6,336.00		
9001	D399	Other Direct Costs - Option One (O&MN,N)	1.0	LO	\$6,633.90		
900101	D399	ODC funding from SLIN 700101 (O&MN,N)					
900102	D399	ODC funding from SLIN 700102 (O&MN,N)					
9002	D399	Other Direct Costs - Option Two (O&MN,N)	1.0	LO	\$6,952.37		
900201	D399	Funding in Support of CLIN 7002. Document N6298017RCEE412 applies. (O&MN,N)					
900202	D399	Funding in Support of CLIN 7002. Document N6298017RCEN404 applies. (O&MN,N)					
9003	D399	Other Direct Costs - Option Three (O&MN,N)	1.0	LO	\$7,286.09		
900301	D399	Funding document N6298018RCEE409 applies. (O&MN,N)					
900302	D399	Funding document N6298018RCEN404 applies. (O&MN,N)					
9004	D399	Other Direct Costs - Option Four (O&MN,N)	1.0	LO	\$7,650.40		
900401	D399	Funding Document N6298019RCEE412 applies. (O&MN,N)					
9005	D399	Travel - Base Period (O&MN,N)	1.0	LO	\$10,560.00		
9006	D399	Travel - Option One (O&MN,N)	1.0	LO	\$11,056.50		
900601	D399	Travel funding from SLIN 700101 (O&MN,N)					
900602	D399	Travel funding from SLIN 700102 (O&MN,N)					
9007	D399	Travel - Option Two (O&MN,N)	1.0	LO	\$26,587.28		
900701	D399	Funding in support of CLIN 7002. Document N6298017RCEE412 applies. (O&MN,N)					
900702	D399	Funding in support of CLIN 7002. Document N6298017RCEN404 applies. (O&MN,N)					
9008	D399	Travel - Option Three (O&MN,N)	1.0	LO	\$12,143.49		
900801	D399	Funding document N6298018RCEE409 applies. (O&MN,N)					
900802	D399	Funding document N6298018RCEN404 applies. (O&MN,N)					
9009	D399	Travel - Option Four (O&MN,N)	1.0	LO	\$12,750.66		
900901	D399	Funding Document N6298019RCEE412 applies (O&MN,N)					
900902	D399	Funding Document N6298019RCEN403 applies (O&MN,N)					

Note: Any uses of the words "offer", "offeror", "proposal" are meant to read as "quoter", "quoters", and "quote" respectively.

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

(a) The level of effort for the performance of this contract during the period from the start of performance to 12 months thereafter is based upon 63,436 estimated man-hours 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 253,824 estimated man-hours of direct labor, for a total level of effort of 317,260 estimated man-hours of direct labor (hereinafter referred to as the "Estimated Total Hours").

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

*****This is for evaluation purposes*****

Labor Category	Base Hrs	Opt 1 Hrs	Opt 2 Hrs	Opt 3 Hrs	Opt 4 Hrs
Project Manager (KP)	████	████	████	████	████
Systems Integration Engineer (System Architect) (KP)	████	████	████	████	████
Software Architect (KP)	████	████	████	████	████
Adobe LiveCycle Developer	████	████	████	████	████
Software Development Lead (KP)	████	████	████	████	████
Software Java Development	████	████	████	████	████
Software .Net Development Lead (KP)	████	████	████	████	████
Software .Net Development	████	████	████	████	████
Kofax Ascent Capture Developer	████	████	████	████	████
Websphere App Developer Software Java Dev Lead (KP)	████	████	████	████	████
SAP Business Object Administration/Developer	████	████	████	████	████
IBM Content Mgr Admin/FileNet/.Net Developer	████	████	████	████	████
Microsoft SQL Database Administrator	████	████	████	████	████
Java Developer/IBM DB2 Database Administrator	████	████	████	████	████
Business Analyst Lead	████	████	████	████	████
Business Analyst	████	████	████	████	████
Documentation Specialist	████	████	████	████	████
Project Manager	████	████	████	████	████
Configuration/Change Manager	████	████	████	████	████
Senior Security Developer/Scrum Master	████	████	████	████	████
Senior Project Manager	██	██	██	██	██
Financial Analyst	██	██	██	██	██
TOTAL HRS	████████	████████	████████	████████	████████

Note: The KP designation (Key Personnel) on the six particular labor categories above means they are key to achieving the overall success of the Performance Work Statement. No other requirements are associated with the KP designation.

(c) No deviations are permitted for direct labor. The direct labor proposed will be used for evaluation purposes only. Support personnel (functional staff) should not be added to direct labor costs.

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

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

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(f) 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 an 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.

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

(End of provision)

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

The fixed fee for work performed under this contract is \$ * provided that approximately [REDACTED] hours in the base year and [REDACTED] respectively in options one through four of technical effort are employed by the contractor in performance of this contract. If substantially fewer than [REDACTED] hours of said services are so 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." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. 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.

	*	**
Base	[REDACTED]	[REDACTED]
Opt1	[REDACTED]	[REDACTED]
Opt2	[REDACTED]	[REDACTED]
Opt3	[REDACTED]	[REDACTED]
Opt4	[REDACTED]	[REDACTED]

IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) Definitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

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(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

IDENTIFICATION OF RATIOS (OCT 1992)

(a) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.

(b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.

(c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort.

Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

INFORMATION TO BE COMPLETED BY OFFEROR

Labor Category *Base Hourly/Week Hours Proposed/Week **Ratio ***Proposed Rate

Adjusted for
Uncompensated
Overtime

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

perioPost Deployment Software Support

Navy Personnel Command

1. INTRODUCTION

The U.S. Navy Personnel Command (NPC), an office of the Bureau of Naval Personnel (BUPERS), located in Millington, Tennessee, is the primary and official manager of Navy military personnel records. NPC is tasked with maintaining and providing complete and accurate personnel records and records-related information to authorized users throughout the Navy and other federal agencies.

2. BACKGROUND

The Post Deployment Software Support (PDSS) contract service portfolio will provide centralized thin-client, web enabled, IA compliant, server-based application support for NPC's pay, personnel, and distribution systems assigned as the responsibility of the Business Operations Department, PERS-5. Some of the programs supported include Electronic Military Personnel Records System (EMPRS), and applications hosted on BUPERS On-Line (BOL) system, EMPRS is the military personnel record management system (a mission critical system) delivering the Title 10 mandated records management service for the Navy, and the decision support technology for all Navy promotion and advancement board operations. BOL provides numerous web enabled manpower and personnel decision making applications available fleet wide. NPC systems directly support the Commander, NPC (CNPC) goals for career management, retention, casualty assistance, and personnel distribution. PDSS Engineering and operations support is located at Millington, TN, but may be required at other sites using applicable Joint Travel Regulations.

3. SCOPE OF WORK

Post Deployment Software Support (PDSS) scope of work involves maximizing the efficient and effective use of technologies employed by NPC's systems assigned as the responsibility of the Business Operations Department. Work will include configuration management, planning, design, engineering, deployment, maintenance, modification, tracking, reporting and documentation of systems and applications under the assignment of the Business Operations Department. The scope of work includes analyzing the performance of existing hardware and software, recommending modifications to the system for improved performance or corrective action, developing so providing level of effort analysis for the proposed action, developing and submitting detailed project plans to government technical representative for approval, tracking those projects through the entire Application life cycle, modifying code/software solutions and/or working with others branches to effect the approved changes or modification to the desired result. Once desired changes have been achieved, continued system reviews are required to ensure optimum performance is maintained. The contractor will be required to work closely with the Millington Data Center (MDC) operations and NMCI/NGEN (Next Generation Enterprise Network services) contractor to provide seamless and transparent support to customers.

4. TASKS

The Government's quality assurance procedure and the service provider's minimum satisfactory ratings for these requirements are set forth in this performance work statement. The contractor shall provide:

4.1 Project Management Activities

4.1.1 Perform day-to-day project management activities, including issue resolution, coordination of initiatives, schedule management, risk/quality management, and reporting.

4.1.1 Establish and maintain formal Program Plan of Action and Milestones (POA&M) or project plans as designated by government for all assigned projects from inception through deployment to production. Identify key program milestones and stakeholders, report statuses on compliance with external milestones and requirements.

4.1.2 Prepare detailed project cost data to be used as reference materials for government decision makers.

4.1.3 Provide weekly updates on all projects via POAMs and/or project plans throughout the SDLC including test and deployment to production.

4.1.4 Identify and report project issues. Qualify each issue; recommend action responsibility for issue resolution, track progress towards completion in weekly project reports and report resolution of each issue.

4.1.5 Report on issues that impact adherence to established cost, schedule, and performance criteria.

4.1.6 Provide management reports as required. The report should include required information from applicable management systems/databases, format data for reports/presentations, and present reports as required.

4.1.7 Identify specific responsibility for all deliverable actions. POA&Ms are required to be updated weekly, and submitted for formal review to the government TOM, GPM and AGPMs.

4.1.8 Document and prepare briefs as required for individual projects to include POAM's, reasons for project slippage, level of effort projections

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to correct slippage and any new technologies required.

4.1.9 Prepare project cost estimates that include all aspects of project completion to include requirement gathering, software development, hardware purchases, test plans and deployment activities.

4.1.10 Document all Software Development activity and maintain strict compliance with government configuration control and requirements using government supplied Application Life-cycle Management software.

4.1.11 Support reviews with functional and technical subject matter experts and system support personnel to define requirements, plan projects, develop estimates, and develop test plans.

4.1.12 Ensure DADMS compliance for new software required for the project or development of the projects.

4.2 Data Support

4.2.1 Develop, create, support and review SQL and DB2; stored procedures, SSIS packages, schemas, views and other database code to ensure systems security, stability and performance requirements prior to deployment.

4.2.2 Provide Business Objects Business Intelligence development and administrative support to assist programmers and End users in the proper operation and modification of subject application. The contractor shall develop applications and data reporting capability within subject application.

4.2.3 Provide application database support in the following formats: Microsoft SQL, and IBM DB2.

4.2.4 Maintain required ICD's, System Views, and other applicable documents for all databases.

4.2.5 Ensure all data transactions are meet the requirement of Enterprise Information Management as called out in applicable DOD/DON /BUPERS instructions

4.2.6 Provide support for the analysis of data received and / or transmitted through external and internal electronic interfaces with other system.

4.3 Development and Software Maintenance Support.

4.3.1 Provide support for the research, analysis, design, development, documentation, testing, and deployment of modifications as prioritized and tasked by the Government.

4.3.2 Provide development support and deployment logistics for applications that meet all possible Functional Requirements using approved, current development languages and methodologies.

4.3.3 Ensure applications are compatible the external commands and systems ensuring system compatibility with future interfaces to the fullest extent possible.

4.3.4 Provide fully IA compliant applications by utilizing automated code review tools (HP Fortify or similar) to ensure applications are fully mitigated and meet DOD/DON security, stability and performance requirements called out in the latest versions of the Application STIG's and Application Security and Development Checklists requirements prior to deployment on NPC Network.

4.3.5 Test code changes for both functional requirement and usability prior to deployment to the test environment.

4.3.6 Analyze hardware and software for efficiencies and make recommendations for improvement.

4.3.6.1 Scanning and Recognition: Resolve technical issues with scanning and document recognition software to improve auto-recognition of forms and to speed the flow of documents through the defined business workflow.

4.3.7 Provide System Analysis support for hosted applications by refining/clarifying requirements, coordinating development testing activities, designing and implementing software programming changes, and documenting post deployment results to ensure performance is deemed acceptable and appropriate by CCB or designated government approval authority. Additional support activities shall include preparing manual and automatic code scan results, application "debugging," of exposed defects or errors from the system, and identifying necessary ports/protocol for firewall rule creation.

4.3.7.1 Ensure all developers remain current on latest IA threats/hacking methodologies and utilize coding methodologies to counter those attacks.

4.3.7.2 Develop all code using current static code analyzers and provide reports of any known discrepancies prior to deployment to test or production environments.

4.3.7.3 Maintain and version controls all code by utilizing the provided code repository tools and best practices.

4.4 Application and Network Documentation Support.

4.4.1 Assist Information Assurance (IA) personnel in keeping the IA documentation up to date. Create and maintain standardized procedures for

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acceptance of applications into the Data Center architecture.

4.4.2 Create and maintain data dictionaries for each authorized system.

4.4.3 Maintain System Engineering Plans (SEPs) for each application utilizing the templates provided by the Government.

4.4.4 Create and maintain Software release notes utilizing the templates provided by the Government.

4.4.5 Maintain/update SOPs for application development, support and security.

4.4.6 Complete data calls requested by the government as they pertain to the NPC systems and operations.

4.4.7 Recommend hardware/software upgrades or other system enhancements. Provide Return On Investment (ROI) justification, defining reasons to upgrade for government review.

4.4.8 Provide impact statements that include impact on baseline system design, and scheduling projections for proposed system changes.

4.4.9 Additional support activities shall include; specifications documentation, business workflows, and process diagrams. After the system has been tested, debugged, and ultimately implemented the contractor shall develop or assist with the development of user training and the development of users on-line frequently asked questions (FAQ) or other on-line instruction manuals.

4.5 Service Oriented Architecture Support.

4.5.1 Leverage the understanding of Service Oriented Architecture and Web Services to assist in the development of the IT solutions.

4.5.2 Translate IT technical requirements and solutions into concise presentations for government leadership.

4.5.3 Participate in work groups, seminars, meetings, etc., and communicate IT technical requirements and solutions directly to government leadership.

4.5.4 Maintain a broad understanding of the business units and IT tools used by the business units to effectively integrate the requirements of the command to meet the mission responsibilities.

4.6 Change requests (CRs) process support.

4.6.1 The contractor will provide support for (CR) process support for systems.

4.6.2 Requests that are determined to be changes to current system requirements or configuration shall be submitted via the system change request Requirements Configuration Management System (RCMS) tool. The RCMS tool generates a System Change Request (SCR) number for the desired CR. The CR will be presented to the Configuration Control Board (CCB) for approval and prioritization. CRs not requiring configuration change or requesting change in requirements will be approved and prioritized by government technical representative (GTR). All CRs will have an electronic configuration request or CSR submitted via the Remedy or TFS process.

4.6.3 Conduct development activities to resolve change requests in order of severity, using government supplied Configuration Management software.

4.7 Release Management.

4.7.1 Define processes using SDLC tools for providing systematic control of product configuration and changes.

4.7.2 Maintain a Configuration Management disciplined environment to ensure configuration control. Ensure designs are traceable to requirements, change is controlled and documented, interfaces are defined and understood, and there is consistency between the product and its supporting documentation. Ensure Configuration is managed throughout the lifecycle and ensure processes are standardized across organization. Provide guidance and recommendations on executing program/project configuration management.

4.7.3 Perform Configuration Management activities using the SDLC tools provided as government furnished equipment (GFE).

4.7.4 Troubleshoot and correct errors associated with Configuration Management issues.

4.7.5 Manage software builds and releases to Test and Production and validate contents of each release delivery.

4.7.6 Provide accurate Estimates of the Scope of Efforts for input into schedules which should include impact studies, analysis, development, testing, implementation, integration, and configuration management.

4.8 Source Code control

4.8.1 Maintain all systems source code in the government provided application lifecycle management tool. Ensure that no less than two versions are maintained with one version being the current production version.

4.9 Change Management

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4.9.1 Utilize the Change Management library for collecting, filing and tracking all documentation associated with COMNAVPERSCOM Information Technology Programs of Record (POR) and other systems as directed.

4.10 Functional Requirements Documents

4.10.1 Assist functional community in developing Functional Requirements Documents (FRD). Develop and maintain System Engineering Plans (SEP), Levels of Effort documents, test cases, Plans of Actions and Milestones (POAM) for development efforts, risk documentation, and other documentation associated with acquisition principles. Work with external project coordinators to complete and deliver documentation per project requirements and timelines. Unless otherwise directed by the TOM or TA, documentation for projects and project coordination is the responsibility of the PDSS project coordinator from project initiation to releasing to the production environment.

4.11 Applications Operational Support

4.11.1 Provide assistance to the IT Operations group when the government Application and Engineering Branch Head or designee deems appropriate. This may include troubleshooting or other work involved with resolution of application service requests and the testing of application modifications

4.12 Status Reports

4.12.1 Provide Weekly Status Reports (WSR). The WSR shall include activities performed for the prior week and planned activities for the current week. It should also cover operational issues, including any action/intervention required by contract personnel.

4.12.2 Provide Monthly Status Reports (MSR). The MSR shall include significant activities for the prior month and major milestones for upcoming activities.

5. ESTIMATED LEVEL OF EFFORT

***No deviations are permitted for direct labor. The direct labor proposed will be used for evaluation purposes only.

Support personnel (functional staff) should not be added to direct labor costs.***

Labor Category	Base Hrs	Opt 1 Hrs	Opt 2 Hrs	Opt 3 Hrs	Opt 4 Hrs
Project Manager (KP)	1920	1920	1920	1920	1920
Systems Integration Engineer (System Architect) (KP)	1920	1920	1920	1920	1920
Software Architect (KP)	1920	1920	1920	1920	1920
Adobe LiveCycle Developer	1920	1920	1920	1920	1920
Software Development Lead (KP)	1920	1920	1920	1920	1920
Software Java Development	9600	9600	9600	9600	9600
Software .Net Development Lead (KP)	1920	1920	1920	1920	1920
Software .Net Development	11520	11520	11520	11520	11520
Kofax Ascent Capture Developer	1920	1920	1920	1920	1920
Websphere App Developer Software Java Dev Lead (KP)	1920	1920	1920	1920	1920
SAP Business Object Administration/Developer	1920	1920	1920	1920	1920
IBM Content Mgr Admin/FileNet/.Net Developer	1920	1920	1920	1920	1920
Microsoft SQL Database Administrator	1920	1920	1920	1920	1920
Java Developer/IBM DB2 Database Administrator	1920	1920	1920	1920	1920
Business Analyst Lead	1920	1920	1920	1920	1920
Business Analyst	7680	7680	7680	7680	7680
Documentation Specialist	1920	1920	1920	1920	1920
Project Manager	3840	3840	3840	3840	3840
Configuration/Change Manager	1920	1920	1920	1920	1920
Senior Security Developer/Scrum Master	1920	1920	1920	1920	1920

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Senior Project Manager	38	48	48	48	48
Financial Analyst	38	48	48	48	48
TOTAL HRS	63,436	63,456	63,456	63,456	63,456

***The KP designation (Key Personnel) on the six particular labor categories above means they are key to achieving the overall success of the Performance Work Statement. No other requirements are associated with the KP designation.

Note: All labor categories require IA certification level of IAT-II except four: Business Analyst, IT Documentation Specialist, Project Manager, and Configuration/Changer Manager. Those four do not require any IA certification level.

6. MINIMUM QUALIFICATIONS

Program Manager (KP)

- Shall have at least two years current experience as a corporate IT related program manager on a recent defense contract (\$4M or greater/within last 5 years).
- Shall have at least twelve years of documented leadership and management positions of responsibility and accountability
- PMP(or equivalent) preferred.
- Prior work experience and familiarity with NPC and BUPERS requirements is preferred.
- Shall have at least 2 years' experience with Software Development LiveCycle (SDLC) & be familiar w/ different development methods including Waterfall, Agile, SCRUM, & RAD.
- Shall have experience managing/tracking projects through the entire LiveCycle of the Software Development Life Cycle. (SDLC)
- Shall have experience with Microsoft Project

Systems Integration Engineer (System Architect) (KP)

- Shall have documented experience with FORTIFY Software Security Center or other software security products during last two years
- Shall have 10 years Windows systems administration to include Active Directory, DNS, DHCP, IIS, and GPO or AIX administration with Power VM
- Experience with virtualization technologies such as VMware required
- 5 years' experience as system architect on projects with at least 10 programmers required.
- Understanding of DoD STIGs and NMCI eDMZ architecture desired
- Understanding of TOGAF and DoDAF Architecture frameworks and the SPARX Systems Enterprise Architect software desired
- Documented 10 years' experience in IPv4, routers, firewalls, LAN switches, VPN's, and WAN/LAN/MAN connections required
- Working knowledge of Citrix, IPv6, and SAN technologies desired
- 10 years' experience designing complex system changes required
- ISSAP or CIPP/G, CRISC, ITIL Expert, PMP and CBCP certifications are desired

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Software Architect (KP)

- Shall have 8 years' experience with .NET and Java/J2EE, IIS and WebSphere, Kofax Capture Enterprise suite, and IBM Content Manager
- Shall have 5 years' experience demonstrating knowledge on IT Application architecture, design methodologies across multiple platforms (Windows, visualization (VMware) and AIX/Unix), including Service-orientated architectures, Software Development Lifecycle and secure coding practices.
- Shall have 5 year's UML modeling experience.
- 3 years' experience in Analysis of Alternatives (AoA) desired
- Understanding of DoD STIGs (and mitigation strategies) and NMCI eDMZ architecture desired
- Domain knowledge of Navy Personnel Command business processes including, Record Support, EMPRS Program and Selection Board processes desired (ii) Shall have 5 years' experience demonstrating knowledge on IT Application architecture, design methodologies across multiple platforms (Windows, visualization (VMware) and AIX/Unix), including Service-orientated architectures, Software Development Lifecycle and secure coding practices.
- Shall have 5 year's UML modeling experience.
- 3 years' experience in Analysis of Alternatives (AoA) desired
- Understanding of DoD STIGs (and mitigation strategies) and NMCI eDMZ architecture desired
- Domain knowledge of Navy Personnel Command business processes including, Record Support, EMPRS Program and Selection Board processes desired

Adobe LiveCycle Developer

- Shall have a minimum of three years' experience in Adobe LiveCycle eForms development working in Adobe LiveCycle Designer, Adobe LiveCycle Workbench in the creation and modification of Java Script, Forms (static & dynamic), Workflow orchestration.
- Experience with Adobe LiveCycle Administration desired
- Experience with Navy form instructions and standards highly desired

Software Development Lead (KP)

- Shall have 12 years Java Development experience with at least 2 years as a team lead or lead developer
- Shall have 2 years J2EE Application development experience
- Shall have experience managing/tracking projects through the entire LiveCycle of the Software Development Life Cycle. (SDLC)
- Shall have experience with Microsoft Project
- Shall have experience as a web based application engineer/developer using Asp.net MVC, C#, JavaScript, JQuery, CSS, Twitter Bootstrap, Classic ASP and AJAX
- Shall have experience using Ant, Maven, Struts, and Cocoon.
- Adobe Flash Builder and Action Script 3.0 desired
- HP Fortify and STIG remediation experience desired

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- IBM Rational Application Builder experience desired
- Web Sphere Application Server administration and deployment experience desired
- Specific development experience with Asp.net MVC, C#, JavaScript, JQuery, CSS, and Twitter bootstrap desired
- DB2 database experience desired

Software Java Development

- 3 years' experience with object oriented programming and design, specifically JAVA development in a client/server(web application) environment required.
- 3 years' experience with Java J2SE/EJB/J2EE required.
- Experience implementing Object Oriented Design Patterns and UI APIs such as SWING and JAVA Applets required.
- Experience with Struts (preferred) or Spring and other web page technologies such as JSP's, HTML, CSS, JavaScript, JSON, and JQuery required.
- Experience with XML Processing (DOM, XSD Schema, SAX Parser, JAXP, JAXB, Xcurses Parser, etc) required.
- Experience with SQL, stored procedures, functions, and basic database design /modeling required; IBM DB2 is preferred.
- Experience using RAD (IBM's Rapid Application Developer) or similar desired.
- Experience with a source code repository such as SubVersion, CVS, TFS, or RTC (preferred).
- Experience with a web application server such as JBoss, Websphere (preferred), or WebLogic.

Software .Net Development Lead (KP)

- Shall have at least 12 years' experience with .Net development with SQL server with at least 2 years as a team lead or lead developer
- Shall have at least 5 years' experience with C#.
- Experience as a web based application engineer/developer using .Net Frameworks, Visual Studio 2012/13 and Microsoft SQL 2008/12 development required
- Specific development experience with Classic ASP, C#, JavaScript, and AJAX required
- Experience with Telerik, Reshaper and HP Fortify desired

Software .Net Development

- Shall have at least 3 years' experience with .Net development with SQL server.
- Shall have at least 2 years' experience with C#.
- Experience as a web based application engineer/developer using .Net Frameworks, Visual Studio 2012/13 and Microsoft SQL 2008/12 development required
- Specific development experience with Classic ASP, C#, JavaScript, and AJAX required
- Experience with Telerik, Reshaper and HP Fortify desired

Kofax Ascent Capture Developer

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- Five years' experience as a Kofax Capture system administrator or developer is required.
- Certification as an Kofax Technical Solutions Specialist with two years' experience working directly with Kofax Capture (KOFAX) and RUP is desired.
- Windows application programming experience with C#.Net and VBA/Win Wrap Basic as well as database experience with DB2, IBM Content Manager and SQL Server desired

WebSphere Application Developer Software Java Development Lead (KP)

- 12 years of development experience, which includes a minimum of 5 years in Java, and 2 years as a team lead or lead developer
- Shall have 5 years of experience with JavaEE, specifically JSPs, Servlets, EJBs, JDBC, and JMS.
- Shall have 5 years of experience with a Java application server with in depth knowledge of administration and internals; IBM WebSphere is preferred
- Shall have 8 years of experience with relational databases with stored procedures, functions, database design, and database modeling; IBM DB2 is preferred
- Shall have 8 years of experience with advanced XML with DOM, SAX, JAX-B, XSLT, and XML schema
- Experience with IBM Rational Application Builder preferred
- Experience as a web based application developer with HTML, CSS, JavaScript, JQuery, and AJAX preferred
- Experience with IBM Content Manager and/or FileNet desired
- Experience with source control systems such as RTC or TFS desired
- Experience with Windows command line with batch files, and PowerShell desired
- Shall have demonstrated understanding of the software development life-cycle, including waterfall and agile

SAP Business Object Administrator/Developer

- Five years' experience in development of Business Objects reporting suite at the enterprise level with emphasis on using Business Objects software to use Web Services, LDAP cubes, dashboards, data warehouse and data mining required.
- Two years' experience in Universe and Business View design, Web Intelligence and Crystal Reports report design, SAP BO/BI Central Management Console and SAP InfoView administration required.
- Experience in creating SQL stored procedures, functions and scripts required.

IBM Content Manager Administrator/FileNet/.Net Developer

- Shall have at least 5 years' experience with C# .Net development with SQL server with at least 2 years as a team lead or lead developer
- Experience as a web based application engineer/developer using .Net Frameworks, Visual Studio 2012/13 and Microsoft required
- Experience with SQL2008/2012 development required
- Specific development experience with C# (VB optional), JavaScript, and AJAX
- Experience with Telerik, Reshaper and HP Fortify desired
- Shall have experience with FileNet/Content Management systems

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Microsoft SQL Database Administrator

- 3-5 years' experience with Microsoft SQL Server Integration Services design and management.
- 3-5 years' experience determining SQL Server server requirements and configurations.
- 3-5 years' experience designing relational databases based on application requirements

Java Developer/ IBM DB2 Database Administrator

- 5 years' experience managing and administering large DB2 databases in a high transaction volume environment, supporting WebSphere and AIX based systems, and 2 years' experience with tuning DB2 desired
- 5 years' experience with object oriented programming and design, specifically JAVA development in a client/server(web application) environment required.
- 3 years' experience with Java J2SE/EJB/J2EE required.
- Experience implementing Object Oriented Design Patterns and UI APIs such as SWING and JAVA Applets required.
- Experience with Struts (preferred) or Spring and other web page technologies such as JSP's, HTML, CSS, JavaScript, JSON, and JQuery desired.
- Experience with SQL, stored procedures, functions, and basic database design /modeling required; IBM DB2 is preferred.
- Specific development experience with JavaScript, and AJAX preferred
- Experience with HP Fortify desired

Business Analyst Lead

- Shall have 5 years of Business Analyst experience with at least 2 years as a lead BA
- Shall have demonstrated knowledge of Business Analysis Knowledge Areas and techniques to support the Software Development LiveCycle
- Advanced computer skills, including proficiency with MS Visio, MS Project and the MS Office Suite required
- Experience with web application with Waterfall and Agile development required
- Working knowledge of Team Foundation Server (TFS) desired

Business Analyst

- Shall have 3 years of Business Analyst experience
- Shall have demonstrated knowledge of Business Analysis Knowledge Areas and Project Management Process Groups in support the Software Development LiveCycle
- Computer skills, including proficiency with MS Visio, MS Project and the MS Office Suite required
- Experience with web application with Waterfall required; Agile development desired
- Working knowledge of Team Foundation Server (TFS) desire

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Documentation Specialist

- Six (6) years of progressive management experience in documentation generation required.
 - Experience in managing the highest level of all phases of electronic documentation to support the editing and publication of electronic publications is required.
 - Familiarity with governing policy and guidance relating to the management of DON applications and databases is desired.
 - Knowledge of Remedy and Team Foundation Server or similar application supporting change management, asset management, defect tracking, and customer service requests is desired.
- (vi) Working knowledge of Navy Sailor-facing applications desired.

Project Manager

- Shall have six (6) years of progressive management experience in documentation generation.
- Shall have experience managing/tracking projects through the entire LiveCycle of the Software Development Life Cycle. (SDLC)
- Shall have experience with Microsoft Project
- Knowledge of Document Control methods and release control.
- Experience in managing the highest level of all phases of electronic documentation to support the editing and publication of software applications is required.
- Familiarity with governing policy & guidance relating to management of DON applications and databases desired.
- Knowledge of Remedy and Team Foundation Server application supporting change management, asset management, defect tracking, and customer service req
- Working knowledge of Navy Sailor-facing applications desired.

Configuration/Change Manager

- Shall have five (5) years of Software Development & Lifecycle Management experience
- Shall have experience establishing and managing Configuration management in high paced development environments.
- Shall have experience with Microsoft Project
- Knowledge of Navy document requirements control methods and requirements.
- Experience in managing and enforcing configuration management methodologies.
- Familiarity with governing policy and guidance relating to the management of DON applications and databases is desired.
- Knowledge of Remedy and Team Foundation Server application supporting Configuration management, defect tracking, work approval and customer service desired
- Working knowledge of Navy processes strongly desired.

Senior Security Developer/Scrum Master

- 2 years of performing both manual and automated Code Reviews
- Shall have experience evaluating, mitigate, and report HP Fortify results in support of Security Technical Implementation Guides.
- Shall be able to present secure coding and mitigation best practices to team.

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- Shall have experience in developing and integrating information assurance/security standards and procedures within the software development lifecycle.
- Possess the ability to test information system configurations to identify, report, and mitigate security violations.
- Experience mentoring product owner, team members, and stakeholders on Agile Scrum best practices.
- Sprint Planning
- Requires 5 years work experience with either Bachelor's degree or relevant project management professional certification.
- Knowledge of Secure coding techniques
- Knowledge of application security review and reducing false positives in the code
- Understand basic fundamentals of iterative development
- Understand other processes and methodologies and can speak intelligently about them and leverage other techniques to provide value to a team/enterprise
- Understand basic fundamentals of software development processes and procedures
- Understand incremental delivery and the value of metrics
- Understand backlog tracking, burn down metrics, velocity, and task definition
- Familiarity with common Agile practices, service-oriented environments, and better development practices
- C# and Java experience required

7. PERIOD AND PLACE OF PERFORMANCE:

The base period will begin 01 April 2015 and conclude on 31 Mar 2016. There will be four consecutive one year option periods to follow. The primary place of performance is 5751 Honor Drive - Bldg. 769, Millington, TN 38055-3330.

8. TRAVEL & OTHER DIRECTS COSTS (ODCs)

Potential travel for this task order may be required due to constant changes in the IT industry (hardware, software, architecture and Information Assurance, etc.) as well as direction by higher authorities have historically required contract staff to travel for training, education and collaboration. The following are the Not-To-Exceed (NTE) yearly travel amounts and must be approved by the COR/TOM:

Base : \$10,000.00

Opt 1: \$10,500.00

Opt 2: \$26,587.28

Opt 3: \$11,576.25

Opt 4: \$12,155.06

Potential ODCs for this task order may be required, including written reference manual materials and/or videos pertaining to the NPC application environment involving software upgrades, patches and any related changes to the software items listed in Section 21 of the PWS. The following are the Not-To-Exceed (NTE) yearly ODC amounts that must be approved by the COR/TOM:

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Base : \$6,000.00
Opt 1: \$6,300.00
Opt 2: \$6,615.00
Opt 3: \$6,945.75
Opt 4: \$7,293.04

9. CLASSIFIED INFORMATION

Access to confidential/classified areas will not be required on this contract. Access to Personal Identifiable Information (PII) will be required. All contractor personnel must be eligible for a clearance at a SECRET level.

10. SAFETY REQUIREMENTS

The contractor shall maintain safety and health standards consistent with the requirements of OPNAVINST 5100.23, Navy Occupational Safety and Health (NAVOSH) Program and other requirements as set forth in this 4.1. If the contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim for extension of time or for excess costs or damage to the contractor.

11. SECURITY REQUIREMENTS

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

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 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

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

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DOD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access. To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NAC.

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.

Sensitive Positions

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 (NACLCC) 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.

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) 15 training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when re-investigations 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. Favorable reviews 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-551 0.30 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

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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 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 non-sensitive 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.

12. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):

A QASP ensures that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion. The QASP itself will be included as an attachment to the solicitation.

12.1 CRITICAL PERFORMANCE PROCESSES AND REQUIREMENTS

Critical to the performance of support for Information Technology Services associated with Navy Personnel Command's pay, personnel, and distribution systems is the timely, accurate and thorough completion of all contract/task order requirements.

12.2 PERFORMANCE STANDARDS

12.2.1 Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

12.2.2 Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

12.2.2.1. Included along with the monthly invoice submission, the contractor shall provide details to the COR explaining what work the functional support hours entailed.

12.2.3 Cost - The TOM will review monthly cost vouchers to monitor the contractor's expenditures throughout the contract and/or task order performance period(s). Also, the TOM will analyze the impact on cost of any inaccurate management assertions, acceleration of the due dates for the financial reports, or the lack of personnel.

12.2.4 Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's record of forecasting and controlling costs, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

12.3 SURVEILLANCE METHODS

The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.

12.4 PERFORMANCE MEASUREMENT

12.4.1 Metrics: It is intended that this task order will be performance-based. The following is a representative but not all-inclusive list of metrics that may be required under this task order:

12.4.1.1 Performance Metric

TOM and/or the Government Program Manager (GPM) will assess the methodology for performing the tasks required to satisfy the requirement set forth in the task order to ensure that the performance has achieved the intended outcome. The TOM will measure the contractor's performance against the standards and other guidance associated with performing the required tasks. The following areas will be focal points for the performance metric:

- Working Papers – ability to document procedures of how the work was performed in accordance with the standards and other guidance associated with performing the required tasks.

- Internal Controls – compliance in terms of being able to document and perform the review of internal controls. Specific areas will include the proper recording, processing and data reporting, ensuring accuracy of data, preparing data, validating, inputting, resolving errors, and assessing internal controls effectiveness.

- Test plans – methodology/procedures used to document and perform test of internal controls, data completeness, availability, accuracy, timeliness, compliance, with standards and other guidance associated with performing required tasks. Also, that the level of testing was based on an assessment of the risk level.

12.4.1.2 Schedule Metric

The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established.

12.4.1.3 Cost Metric

The TOM will review interim vouchers to monitor the contractor's expenditures throughout the task order implementation and inform the cognizant Defense Contract Audit Agency (DCAA) Office of any errors. Also, the TOM will analyze the impact on cost of any inaccurate management assertions, acceleration of the due dates for the financial reports, or the lack of personnel.

12.4.2 Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality Control Plan <i>(If required by the task order)</i>	QC activities, inspections, and corrective actions completed as required by the plan	Inspection by the COR	Within 30 days of task order award, or when required for corrective actions.	95% Compliance with the contractor plan.
Task order deliverables	Task order deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable	Inspection by the COR	100% inspection of all task order deliverables.	>95% of deliverables submitted timely and without rework required.
Overall task order performance	Overall task order performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment completed by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per task order procedures are timely & accurate	Review & acceptance of the invoice	Monthly	95% accuracy

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory. For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

13. PERFORMANCE EVALUATION MEETINGS.

The contractor's Program Manager shall meet with the Task Order Manager (TOM), Government Program Manager (GPM), Assistant Government Program Manager (AGPM) and Technical Assistant (TA) weekly during the first month of the contract. Meetings will be as often as necessary thereafter, as determined by the GPM. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A

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mutual effort will be made to resolve all problems identified. The written minutes of these meetings shall be signed by the contractor's program manager and TOM. A signed copy of these minutes shall be forwarded to the TOM and Contractor Officer. Should the contractor not concur with the minutes, his company representative shall state in writing (within three (3) workdays) to the TOM and Contracting Officer any area wherein he or she does not concur.

14. HOURS OF OPERATION

Except as may otherwise be specified, all work shall be performed during regular working hours, defined as 0630-1800 CST/CDST, with required attendance during the core working hours of 0900-1500. Operations support may require that contractors be on call in case of emergency. In the event of recall for emergency situations, contractors are compensated for after-hours support from the time they receive the call until the task is completed. It may be necessary to work other than normal working hours for significant events such as a natural disaster or special military operation. The contractor shall follow established government guidance on requesting Extended Work Week (EWW) hours. The contractor shall receive approval from the COR/TOM to define and work alternate schedules or work extended hours or overtime. Contractors will be required to sign-in/sign-out daily to a government representative designated by the COR at the branch level, thereby enabling the government to comply with safety and fire regulations.

15. FEDERAL HOLIDAYS

The contractor will not be required to perform services on the following recognized Federal Holidays, unless specified elsewhere in this contract:

New Year's Day 1st January

Dr. MLK's Birthday 3rd Monday in January

President's Day 3rd Monday in February

Memorial Day 4th Monday in May

Independence Day 4th July

Labor Day 1st Monday in September

Columbus Day 2nd Monday in October

Veterans Day 11th November

Thanksgiving Day 4th Thursday in November

Christmas Day 25th December

a. If the Federal Holiday falls on a Saturday, the preceding Friday shall be the recognized day of no work. Should the holiday fall on a Sunday, the recognized day will be the following Monday.

b. For contract requirements having a due date which falls on a Friday, which is being celebrated as the Federal Holiday, the due date shall be the preceding Thursday.

16. GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES

16.1 The Government provides work spaces to all contractor personnel to include desk, telephone, office supplies, computer equipment and associated software as specified. The Government also provides access to computer facilities, standard documentation and incidental consumables necessary for performance of work. Such equipment is considered to be incidental to working onsite in Government facilities.

16.2 The contractor shall operate Government-provided computer equipment in accordance with DoN NMCI policy.

16.3 The contractor shall attend government funded computer training for accessing data on the Government's network.

16.4 The Government reserves the right to reallocate or redistribute the contractor's Government-provided office space.

16.5 The Government will provide a Personal Identification Number for use on all long distance calls in support of the requirements of this contract.

16.6 The contractor shall safeguard all Government property in its work area. At the close of each work period, facilities shall be secured by the contractor if the contractor is the last individual in the work area.

17. CONTRACTOR TRANSITION

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In order to ensure the smooth transition to contractor performance and to prevent possible decreases in productivity, the contractor shall be authorized to have personnel on board, at no additional cost to the task order, during the thirty (30) day period prior to contract start date. Contractor personnel shall not interfere with the normal conduct of Government business. During this period the service provider may become familiar with task order requirements in order to commence full performance on contract start date.

18. CONTINUITY OF SERVICES

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

19. CONFIDENTIALITY

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

15.2 No data provided to, or developed by, the contractor shall be used for any purpose other than this contract. All information (data files and hard copy) become the property of the government and the contractor shall return them to the Navy Personnel Command, Business Operations Department (PERS 5) at the completion of the individual task orders

20. SECTION 508 COMPLIANCE

All information technology products acquired or developed by a federal agency after June 25, 2001 must be compatible with accessories that permit people with disabilities to use that equipment. These accessories include screen readers for the blind and telephone technology for the deaf. While agencies do not have to install assist devices and technology in their offices until an employee with disabilities is hired, any office equipment bought after June 25, 2001 must meet specific standards so assist devices can be attached if required. All Electronic and Information Technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 DFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 509 of the Rehabilitation Act of 1973, as amended, and is available at <http://section508.gov/accessible.html> - Part 1194. Each product or service provided by the contractor shall be compliant with the accessibility standards at 36 DFR 1194.

21. NPC APPLICATION ENVIRONMENT

The environment listed below describes the environment to be supported for the Millington Data Center (MDC). The MDC consists of Power 7 and X86 processes currently utilizing blade server technologies with more than 200 virtual servers with 400 TB of storage space. This environment is host to 3 major systems and over 40 applications housing more than 700 million images and PDF's. The MDC operates three server operating systems within its virtual server environment, Linux, AIX, and Windows. The MDC is built around a three tiered architecture strategy in that it has web server, application server, and data server separation. The MDC also has a single fabric SAN for uses throughout the MDC and shares a consolidated tape backup system for further data storage capability.

The environment has data replicated off site and is COOP capable to San Diego.

a. PDSS Hardware/Software/Languages: This is not an all-inclusive list and may be changed as compliance of governing bodies dictate.

.Net C#/VB

.Net Custom Apps?

Active Directory

Adobe LiveCycle ES

AIX server OS

AJAX

ASP.NET

Classic ASP

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Web Forms

Model View Controller (MVC)

Visual Basic

BMC Remedy

Bootstrap CSS Framework

Business Objects XI or BI

C++

Crystal Reports

DB2

DHCP

DNS

DPRIS application

Enterprise JavaBeans EJB

EMC Recover point

FileNet P8

HTML / 5/CSS3

IBM Content Manager

IHS web servers

IIS web servers

IPV4/6

J2EE

Java

JavaScript

JQuery

Kodak Duplex Scanner

Kofax Ascent Capture

LDAP

Linux

Mekel

Microsoft Office Suite including Visio, Project

MS Server

Net search Extender

Network Engineering

Photoshop/Digital Capture/ Image Manip/Graphic Design

Power 7 series Servers

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Rational Requirements Composer

Rational Team Concert

SFTP

SharePoint

SOA/SOAP/WcF

SQL 2008/12

SSL/TLS

Struts

Symantec Netback

Team Foundation Server

Telerik (Rad Controls, Kendu UI)

UNIX (HP, Solaris)

Visual Basic

VPN

WebSphere ND

Windows Data Center OS

Windows Feedback Client?

Windows Presentation Foundation (WPF)

X-86 Blade Servers

XML

22. ACRONYMS.

The following terms used in this performance work statement and in the performance of this task order shall have the meanings set forth below.

BOL: BUPERS On-Line

BUPERS: BUREAU OF NAVAL PERSONNEL: The agency responsible for directing/managing the qualitative and quantitative manpower requirements of the Navy (i.e., personal and family support programs).

CCB: Change Control Board

CM: Configuration Management

CNO: Chief of Naval Operations

CR: Change Requests

DECC: Defense Enterprise Computing Center

DOD: Department of Defense

DPRIS: Defense Personnel Record Image Retrieval System

EMPRS: Electronic Military Personnel Records System

FE: Fitness Report/Evaluation

FSO: Facility Security Officer

GFE: GOVERNMENT FURNISHED EQUIPMENT: Facilities, equipment, tools, supplies, or any other items furnished for the contractor's use

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by the Government.

ICD: Interface Control Document

NACLC: National Agency Check with Local Agency and Credit Check

NAVPERSCOM: Navy Personnel Command - Manpower Computer Systems

NAVOSH: Navy Occupational Safety and Health Program

NMCI: Navy Marine Corps Internet

NPC: Navy Personnel Command

NPDB: Naval Personnel Data Base

OMPF: Official Military Personnel File

PDSS: Post Deployment Software Support

PRIO: Primary Input/output

PSI: Personnel Security Investigation

PWS: Performance Work Statement

RCM: Reserve Component Module

RM: Records Manager

RUP: Rational Unified Process

SECNAV: Secretary of the Navy

SelBoard: Selection Board

SRDF: Symmetrix Replication Data Facility

SSC: SPAWAR Service Center

VAL: Visit Authorization Letter

23. POINTS OF CONTACT:

Task Order Manager (TOM):

Name: Anita Sgouros

Address: 5640 Ticonderoga Loop, Bldg. 768, Millington, TN 38055-0001

Phone: 901-874-4829

E-mail: martin.wallace1@navy.mil

Government Program Manager (GPM):

Name: Doug Burgess

Address: 5720 Integrity Drive, Millington, TN 38054

Phone: 901-874-3478

E-mail: douglas.burgess@navy.mil

Alternate Government Program Manager (AGPM):

Name: Mark Gill

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Address: 5720 Integrity Drive, Millington, TN 38054

Phone: 901-874-3307

E-mail: mark.gill@navy.mil

Technical Assistant (TA):[pc2]

Name: David Hard

Address: 5720 Integrity Drive, Millington, TN 38054

Phone: 901-874-2316

E-mail: david.hard@navy.mil

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

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Post Deployment Software Support services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/1/2015 - 3/31/2016
7001	4/1/2016 - 3/31/2017
7002	4/1/2017 - 3/31/2018
7003	4/1/2018 - 3/31/2019
7004	4/1/2019 - 3/31/2020
9000	4/1/2015 - 3/31/2016
9001	4/1/2016 - 3/31/2017
9002	4/1/2017 - 3/31/2018
9003	4/1/2018 - 3/31/2019
9004	4/1/2019 - 3/31/2020
9005	4/1/2015 - 3/31/2016
9006	4/1/2016 - 3/31/2017
9007	4/1/2017 - 3/31/2018
9008	4/1/2018 - 3/31/2019
9009	4/1/2019 - 3/31/2020

CLIN - DELIVERIES OR PERFORMANCE

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

7000	4/1/2015 - 3/31/2016
9000	4/1/2015 - 3/31/2016
9005	4/1/2015 - 3/31/2016

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

7001	4/1/2016 - 3/31/2017
7002	4/1/2017 - 3/31/2018
7003	4/1/2018 - 3/31/2019
7004	4/1/2019 - 3/31/2020
9001	4/1/2016 - 3/31/2017
9002	4/1/2017 - 3/31/2018
9003	4/1/2018 - 3/31/2019
9004	4/1/2019 - 3/31/2020
9006	4/1/2016 - 3/31/2017

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9007	4/1/2017 - 3/31/2018
9008	4/1/2018 - 3/31/2019
9009	4/1/2019 - 3/31/2020

Services to be performed hereunder will be provided at 5751 Honor Drive - Bldg 769, Millington, TN 38055-3330.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative/Task Order Manager (TOM)



PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.
- (End of Clause)

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

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Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost

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

N62980

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00178
Admin DoDAAC	N00178
Inspect By DoDAAC	
Ship To Code	N62980
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	N62980
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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.

Acceptor

Anita Sgouros
(901) 874-3410
anita.sgouros@navy.mil

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LPO

[REDACTED]
[REDACTED]
[REDACTED]

(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.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

DFARS PGI 204-7108 Payment Instructions

(12) Other. If none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office

Note for Paying Office:

Multiple SLINS will be identified under this order. Each SLIN identifies specific areas of work that is being performed by the contractor. IAW DFARS PGI 204.7108 the paying office shall pay the invoice by SLIN as identified on the contractor invoice.

LIMITATION OF LIABILITY

This task order is incrementally funded. The amount currently available for payment is limited to * inclusive of fee. Subject to the General Provisions of the contract and clause FAR 52.232-22 entitled 'Limitation of Funds' (APR 1984), no legal liability on the part of the Government in excess of * shall arise unless additional funds are incorporated as a modification to this task order.

***Base Year Funding Total: \$3,359,699.61**

CLIN 7000 is incrementally funded in the amount of \$3,342,803.61

CLIN 9000 is fully funded in the amount of \$6,336.00.

CLIN 9005 is fully funded in the amount of \$10,560.00

***Option Year One Funding Total: \$3,205,000.00**

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CLIN 7001 is incrementally funded in the amount of \$3,198,000.00

CLIN 9001 is fully funded in the amount of \$2,000.00.

CLIN 9006 is fully funded in the amount of \$5,000.00

***Option Year Two Funding Total: \$3,480,000.00**

CLIN 7002 is incrementally funded in the amount of \$3,446,460.35

CLIN 9002 is fully funded in the amount of \$6,952.37.

CLIN 9007 is fully funded in the amount of \$26,587.28

***Option Year Three Funding Total: \$4,073,930.57**

CLIN 7003 is fully funded in the amount of \$4,054,500.99

CLIN 9003 is fully funded in the amount of \$7,286.09.

CLIN 9008 is fully funded in the amount of \$12,143.49

***Option Year Four Funding Total: \$2,407,000.00**

CLIN 7004 is incrementally funded in the amount of \$2,400,998.00

CLIN 9004 is incrementally funded in the amount of \$1.00

CLIN 9009 is incrementally funded in the amount of \$6,001.00

Accounting Data

SLINID	PR Number	Amount
700001	N6298015RCEE406	1008104.00
LLA :		
AA 1751804 22T4 252 62980 0 068566 2D CEE406 629805EE252Q		
9000	N6298015RCEE406	6336.00
LLA :		
AA 1751804 22T4 252 62980 0 068566 2D CEE406 629805EE252Q		
9005	N6298015RCEE406	10560.00
LLA :		
AA 1751804 22T4 252 62980 0 068566 2D CEE406 629805EE252Q		

BASE Funding 1025000.00
Cumulative Funding 1025000.00

MOD 01

700002	N6298015CEN404	105699.61
LLA :		
AB 1751804 22T4 252 62980 0 068566 2D CEN404 629805EN252Q		
Standard Number: 0000		

MOD 01 Funding 105699.61
Cumulative Funding 1130699.61

MOD 02

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700002 N6298015CEN404 1799000.00
 LLA :
 AB 1751804 22T4 252 62980 0 068566 2D CEN404 629805EN252Q
 Standard Number: 0000

MOD 02 Funding 1799000.00
 Cumulative Funding 2929699.61

MOD 03 Funding 0.00
 Cumulative Funding 2929699.61

MOD 04

700001 N6298015RCEE406 430000.00
 LLA :
 AA 1751804 22T4 252 62980 0 068566 2D CEE406 629805EE252Q

MOD 04 Funding 430000.00
 Cumulative Funding 3359699.61

MOD 05

700101 N6298016RCEE413 720000.00
 LLA :
 AC 1761804 22T4 257 62980 0 068566 2D CEE413 629806EE252Q

700102 N6298016RCEN402 680000.00
 LLA :
 AD 1761804 22T4 252 62980 0 068566 2D CEN402 629806EN252Q

MOD 05 Funding 1400000.00
 Cumulative Funding 4759699.61

MOD 06

700101 N6298016RCEE413 (3500.00)
 LLA :
 AC 1761804 22T4 257 62980 0 068566 2D CEE413 629806EE252Q

700102 N6298016RCEN402 (3500.00)
 LLA :
 AD 1761804 22T4 252 62980 0 068566 2D CEN402 629806EN252Q

900101 N6298016RCEE413 1000.00
 LLA :
 AC 1761804 22T4 257 62980 0 068566 2D CEE413 629806EE252Q

900102 N6298015CEN404 1000.00
 LLA :
 AD 1761804 22T4 252 62980 0 068566 2D CEN402 629806EN252Q

900601 N6298016RCEE413 2500.00
 LLA :
 AC 1761804 22T4 257 62980 0 068566 2D CEE413 629806EE252Q

900602 N6298016RCEN402 2500.00
 LLA :
 AD 1761804 22T4 252 62980 0 068566 2D CEN402 629806EN252Q

MOD 06 Funding 0.00
 Cumulative Funding 4759699.61

MOD 07

700102 N6298016RCEN402 277000.00
 LLA :

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AD 1761804 22T4 252 62980 0 068566 2D CEN402 629806EN252Q

MOD 07 Funding 277000.00
Cumulative Funding 5036699.61

MOD 08

700102 N6298016RCEN402 450000.00
LLA :
AD 1761804 22T4 252 62980 0 068566 2D CEN402 629806EN252Q

MOD 08 Funding 450000.00
Cumulative Funding 5486699.61

MOD 09

700101 N6298016RCEE413 118000.00
LLA :
AC 1761804 22T4 257 62980 0 068566 2D CEE413 629806EE252Q

MOD 09 Funding 118000.00
Cumulative Funding 5604699.61

MOD 10

700101 N6298016RCEE413 610000.00
LLA :
AC 1761804 22T4 257 62980 0 068566 2D CEE413 629806EE252Q

700103 N6298016RCJ9402 250000.00
LLA :
AE 1761804 22T4 252 62980 0 068566 2D CJ9402 629806J9252Q
Standard Number: N6298016RCJ9402

MOD 10 Funding 860000.00
Cumulative Funding 6464699.61

MOD 11

700102 N6298016RCEN402 100000.00
LLA :
AD 1761804 22T4 252 62980 0 068566 2D CEN402 629806EN252Q

MOD 11 Funding 100000.00
Cumulative Funding 6564699.61

MOD 12

700201 N6298017RCEE412 542000.00
LLA :
AF 1771804 22T4 257 62980 0 068566 2D CEE412 629807EE257Q
COST CODE 629807EE257Q

700202 N6298017RCEN404 426000.00
LLA :
AG 1771804 22T4 257 62980 0 068566 2D CEN404 629807EN257Q
COST CODE 629807EN257Q

900201 N6298017RCEE412 3000.00
LLA :
AF 1771804 22T4 257 62980 0 068566 2D CEE412 629807EE257Q
COST CODE N6298017RCEE412

900202 N6298017RCEN404 3000.00
LLA :

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AG 1771804 22T4 257 62980 0 068566 2D CEN404 629807EN257Q
COST CODE 629807EN257Q

900701 N6298017RCEE412 5000.00
LLA :
AF 1771804 22T4 257 62980 0 068566 2D CEE412 629807EE257Q
COST CODE 629807EE257Q

900702 N6298017RCEN404 5000.00
LLA :
AG 1771804 22T4 257 62980 0 068566 2D CEN404 629807EN257Q
COST CODE 629807EN257Q

MOD 12 Funding 984000.00
Cumulative Funding 7548699.61

MOD 13

700202 N6298017RCEN404 1648000.00
LLA :
AG 1771804 22T4 257 62980 0 068566 2D CEN404 629807EN257Q
COST CODE 629807EN257Q

MOD 13 Funding 1648000.00
Cumulative Funding 9196699.61

MOD 14

700201 N6298017RCEE412 830460.35
LLA :
AF 1771804 22T4 257 62980 0 068566 2D CEE412 629807EE257Q
COST CODE 629807EE257Q

900201 N6298017RCEE412 952.37
LLA :
AF 1771804 22T4 257 62980 0 068566 2D CEE412 629807EE257Q
COST CODE N6298017RCEE412

900701 N6298017RCEE412 16587.28
LLA :
AF 1771804 22T4 257 62980 0 068566 2D CEE412 629807EE257Q
COST CODE 629807EE257Q

MOD 14 Funding 848000.00
Cumulative Funding 10044699.61

MOD 15

700301 609000.00
LLA :
AH 1781804 22T4 257 6298P 056521 2D CEE409 629808EE005Q
Standard Number: N6298018RCEE409

700302 406000.00
LLA :
AJ 1781804 22T4 257 6298P 056521 2D CEN404 629808EN003Q
Standard Number: N6298018RCEN404

900301 3000.00
LLA :
AH 1781804 22T4 257 6298P 056521 2D CEE409 629808EE005Q
Standard Number: N6298018RCEE409

900302 3000.00
LLA :
AJ 1781804 22T4 257 6298P 056521 2D CEN404 629808EN003Q
Standard Number: N6298018RCEN404

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900801 5000.00

LLA :
 AH 1781804 22T4 257 6298P 056521 2D CEE409 629808EE005Q
 Standard Number: N6298018RCEE409

900802 5000.00

LLA :
 AJ 1781804 22T4 257 6298P 056521 2D CEN404 629808EN003Q
 Standard Number: N6298018RCEN404

MOD 15 Funding 1031000.00
 Cumulative Funding 11075699.61

MOD 16 Funding 0.00
 Cumulative Funding 11075699.61

MOD 17

700302 532000.00

LLA :
 AJ 1781804 22T4 257 6298P 056521 2D CEN404 629808EN003Q
 Standard Number: N6298018RCEN404

700303 N4339818RCHC408 617000.00

LLA :
 AK 1781804 22T1 257 4599P 0 056521 2D CHC408 433988HC250Q
 Standard Number: N4339818RCHC408

MOD 17 Funding 1149000.00
 Cumulative Funding 12224699.61

MOD 18

700301 410570.42

LLA :
 AH 1781804 22T4 257 6298P 056521 2D CEE409 629808EE005Q
 Standard Number: N6298018RCEE409

900301 1286.09

LLA :
 AH 1781804 22T4 257 6298P 056521 2D CEE409 629808EE005Q
 Standard Number: N6298018RCEE409

900801 2143.49

LLA :
 AH 1781804 22T4 257 6298P 056521 2D CEE409 629808EE005Q
 Standard Number: N6298018RCEE409

MOD 18 Funding 414000.00
 Cumulative Funding 12638699.61

MOD 19

700302 392366.71

LLA :
 AJ 1781804 22T4 257 6298P 056521 2D CEN404 629808EN003Q
 Standard Number: N6298018RCEN404

700304 138538.00

LLA :
 AL 1781804 22T4 257 6298P 056521 2D CEN406 629808EN003Q
 Standard Number: N6298018RCEN406

MOD 19 Funding 530904.71
 Cumulative Funding 13169604.32

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MOD 20

700305 N6298019RCEE405 630000.00

LLA :
AP 1791804 22T4 257 6298P 056521 2D CEE405 629809S5001Q
Standard Number: N6298019RCEE405

700306 N6298019RCEN401 276000.00

LLA :
AN 1791804 22T4 257 6298P 056521 2D CEN401 629809EN003Q
Standard Number: N6298019RCEN401

MOD 20 Funding 906000.00
Cumulative Funding 14075604.32

MOD 21

700306 N6298019RCEN401 43025.86

LLA :
AN 1791804 22T4 257 6298P 056521 2D CEN401 629809EN003Q
Standard Number: N6298019RCEN401

MOD 21 Funding 43025.86
Cumulative Funding 14118630.18

MOD 22

700401 N6298019RCEN403 514500.00

LLA :
AA 1791804 22T4 6298P 056521 2D CEN403 629809EN003Q
Standard Number: N6298019RCEN403

700402 N6298019RCEE412 514498.00

LLA :
AB 1791804 22T4 257 6298P 056521 2D CEE412 629809EE005Q

900401 N6298019RCEE412 1.00

LLA :
AB 1791804 22T4 257 6298P 056521 2D CEE412 629809EE005Q

900901 N6298019RCEE412 1.00

LLA :
AB 1791804 22T4 257 6298P 056521 2D CEE412 629809EE005Q

MOD 22 Funding 1029000.00
Cumulative Funding 15147630.18

MOD 23 Funding 0.00
Cumulative Funding 15147630.18

MOD 24

700401 N6298019RCEN403 686000.00

LLA :
AQ 1791804 22T4 257 6298P 056521 2D CEN403 629809EN003Q
Standard Number: N6298019RCEN403

700402 N6298019RCEE412 686000.00

LLA :
AB 1791804 22T4 257 6298P 056521 2D CEE412 629809EE005Q

900901 N6298019RCEE412 3000.00

LLA :
AB 1791804 22T4 257 6298P 056521 2D CEE412 629809EE005Q

900902 N6298019RCEN403 3000.00

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LLA :

AQ 1791804 22T4 257 6298P 056521 2D CEN403 629809EN003Q

MOD 24 Funding 1378000.00

Cumulative Funding 16525630.18

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Notice of Potential Organizational Conflicts of Interest

(a) Notice. The Contracting Officer has determined that this acquisition may give rise to an organizational conflict of interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. The Contracting Officer shall not award a contract until the Government determines any conflict of interest is reasonably resolved. The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably resolved. The OCI plan, if necessary, will not be evaluated as part of the technical factors. As such, the Government may communicate with any Offeror at any time during the evaluation process concerning its OCI plan.

(b) Description of Potential Conflict. The nature of this potential organizational conflict of interest is the existence of conflicting roles that might bias a contractor's judgment or the existence of an unfair competitive advantage. **As described in the Performance Work Statement (PWS), the contract may require the analyzing of products and/or making recommendations.** Potential OCIs are not limited to the above.

(c) Responsibility of Offeror:

1) Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether there is an organizational conflict of interest associated with the proposal it submits. The Offeror must explain the actions it intends to use to resolve any organizational conflicts of interest it finds in the Government's assessment and its own assessment. If its proposed resolution involves a proposed limitation on future contracting, the Offeror shall include the limitation in its proposal. If the proposed resolution involves use of mitigation techniques, the Offeror shall include the mitigation techniques in its proposal. Offerors may include the limitation of future contracting as well as a mitigation plan when their proposed resolution involves both techniques to address conflicts.

2) Offerors are encouraged to inform the Contracting Officer of any potential conflicts of interest, including those involving contracts with other Government organizations, in their proposal. The contracting officer will use this information to determine whether resolution of those conflicts will be required.

3) If the Offeror's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror, providing the reasons why its proposed resolution is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest.

(d) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that

- 1) there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or
- 2) the Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

(e) Termination for default. If the successful Offeror was aware, or should have been aware, of an OCI before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

(f) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503

(g) Action Taken to Reduce Conflict. At this time, no organizational conflict of interest is identified.

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(a) As used in this clause, the term “sensitive information” means information obtained during performance of work for the Bureau of Naval Personnel (BUPERS)/Navy Personnel Command (NPC) that is sensitive in nature, is nonpublic commercial, economic or official BUPERS/NPC information, or contains personally identifiable information (PII) or protected health information (PHI). sensitive information includes, but is not limited to the following: sensitive or proprietary business, commercial, or economic information (including [data that must be maintained as confidential pursuant to statute and regulation]); internal agency work product, programs, databases and materials; PII (including home addresses or other personal contact information, full or partial social security numbers, dates of birth, bank, credit card or other account numbers); and any information learned in the scope of performing duties for BUPERS/NPC that the contractor and its personnel know or reasonably should know has not been made available to the general public.

(b) The contractor agrees that any personnel it authorizes to perform services for BUPERS/NPC will be granted access to sensitive information only as required for the completion of work set forth in the statement of work. The contractor shall not grant its personnel access to sensitive information outside of the scope of work in the statement of work without prior written approval of the authorized user’s BUPERS/NPC Contracting Officer’s Representative (COR). If contract personnel must use, have access to or disseminate PII or PHI in order to perform any part of a contract they will be subject to DoD Instruction 5400.11. When a BUPERS/NPC contract requires the operation of a system of records or a portion of a system of records, or requires the performance of any activities associated with maintaining a system of records, including the collection, use and dissemination of records, the record system or the portion of the record system affected is considered to be maintained by the Navy. A system of record is defined as a group of records under the control of a government activity from which information is retrieved by the individual’s name or by some identifying number, symbol or other identifying particular assigned to the individual. The contractor and its employees are considered employees of the Navy for purposes of the criminal provision of 5 U.S.C. § 552a. The Federal Acquisition Regulation (FAR) 24.103 requires that the specific system of records that will be maintained, accessed, or modified by the contractor be include in the statement of work.

(c) Any and all review of, manipulation of, or other work with sensitive information by the contractor must be performed on the BUPERS/NPC premises, including headquarters and regional offices unless approval has been granted to conduct official business at an alternate site by Navy Contracting Officer or COR for the requirement. Furthermore, all review of, manipulation of, or other work with sensitive information must be performed on BUPERS/NPC furnished or approved equipment. The contractor shall comply with security measures established by BUPERS/NPC Personnel Security to gain access to BUPERS/NPC facilities. The contractor shall comply with and receive approval by BUPERS or Navy Personnel Command (NPC) Information Assurance Manager (IAM) to gain access to BUPERS or NPC computer equipment and shall follow all applicable BUPERS/NPC computer security program policies and rules of behavior. Access to BUPERS/NPC computer systems shall be requested and granted only on an as needed basis to perform official BUPERS/NPC business. Computer systems and hardware may not be modified by the contractor without express written consent from the Contracting Officer. As required by the Department of the Navy, contractor personnel shall annually complete the Navy’s mandatory PII Awareness training and if any contractor personnel mishandles PII, he/she shall complete the Navy’s PII Refresher Training (“mishandled” is understood to be a PII breach).

(d) The contractor shall use sensitive information only for the purposes of performing tasks described in the statement of work, and shall otherwise hold such information confidential. The contractor shall not directly or indirectly use or allow the use of any sensitive information for any purpose other than that directly set out in the statement of work. The contractor shall not directly or indirectly allow access to, discuss with, transfer, or reveal the nature of sensitive information to any person other than BUPERS/NPC employees or other contractor personnel directly involved in, and authorized to perform, the services identified in the statement of work. Any act of accessing or mishandling PII/PHI without a business need to know will result in consequences specified in BUPERS/NPC current policies.

(e) Contractor shall handle BUPERS/NPC sensitive information in accordance with BUPERS/NPC policies regarding recordkeeping and safeguarding PII. The contractor shall comply with the Privacy Act of 1974, 5 U.S.C.

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§ 552a, and the Federal Information Security Management Act (“FISMA”), 44 U.S.C. §§ 3541 et seq., and related regulations, and shall use administrative, technical and physical security measures to protect BUPERS/NPC sensitive information from unauthorized access, disclosure and misuse. The contractor shall take the appropriate steps to secure both paper and computer files and access to same, shall secure papers in cabinets or offices when not in use and, when called for, shall dispose of papers containing confidential information by shredding or similar means of secure destruction. To avoid inadvertent misuse, disclosure, or other release of confidential information, and to the maximum extent practicable, contractor shall make efforts to identify, separate and maintain BUPERS/NPC sensitive information from information not subject to this contract/task order.

(f) The contractor shall obtain a written agreement from each employee permitted access to BUPERS/NPC sensitive information. The written agreement shall be in a form satisfactory to the Contracting Officer and, in pertinent part shall state that the employee will not disclose any such sensitive information to any third party except those persons within the contractor’s organization or the Government directly concerned with the performance under the task order. The signed agreement shall be furnished to the Contracting Officer Representative prior to each employee beginning work on the contract/task order.

(g) If served with a subpoena or other legally enforceable demand for testimony regarding sensitive information that is covered by this Agreement, the contractor shall notify the BUPERS Privacy Officer in writing. Any response to such subpoenas or demands involving the potential release of sensitive information shall be coordinated with the BUPERS Privacy Officer and Navy Counsel.

(h) In the event of an incident involving the real or potential loss, compromise or unauthorized access to or disclosure of sensitive information, the contractor shall immediately report the incident to the COR , and follow BUPERS/NPC policy for reporting PII/ breaches. The contractor shall cooperate with BUPERS/NPC personnel in handling any investigation of the incident and mitigating risks of similar future incidents. In the event notification of affected individuals is required, contractor personnel mishandling the PII will bear the responsibility of preparing and mailing/emailing the notification letters. It is BUPERS/NPC policy that said notification letters will be signed by a Government employee and a Government employee will be the point of contact for any potential inquiries received from affected individuals.

(i) Any work product, including research conducted and findings of such research, or any data produced by contractor pursuant to the statement of work is considered to be government work product and under BUPERS/NPC control. As such, the BUPERS/NPC has unrestricted rights in all documentation, work product and any other data or materials developed by the contractor under the statement of work.

(j) If the contractor or any of its personnel seeks to publish or otherwise disseminate any research, data or other materials developed through his/her work at BUPERS/NPC and not on behalf of BUPERS, then the contractor must submit a written request describing the proposed publication or dissemination as well as the BUPERS/NPC information and resources used to develop the materials. The written request shall be accompanied by a certification that the materials do not contain any confidential information as defined in this Agreement. This request must be reviewed and approved by the contractor’s project manager and Contracting Officer before it is sent to the BUPERS Privacy Officer and the BUPERS/NPC PII Coordinator for compliance review with Navy regulations and other applicable Federal statutes. A contractor may not publish or disseminate any materials without written authorization from the BUPERS Privacy Officer and the BUPERS/NPC PII Coordinator.

(k) When the work authorized by the statement of work is complete, the contractor shall certify in writing to the Contracting Officer that no sensitive information including, but not limited to, documents or electronic information, or copies of the same, has been removed from BUPERS/NPC premises by any means. Furthermore, the contractor shall certify in writing to the Contracting Officer that the sensitive information used pursuant to the statement of work has been saved to or maintained in BUPERS/NPC system of records in accordance with Navy recordkeeping policies and procedures.

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SECTION I CONTRACT CLAUSES

The Following Clauses are incorporated by reference:

52.239-1 -- Privacy or Security Safeguards. (Aug. 1996)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (OCT 2016)

252.239-7010 Cloud Computing Services. (OCT 2016)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating

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environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract

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and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.224-3 Privacy Training (JAN 2017)

(a) Definition. As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover--

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

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(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

52.217-5 -- Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the

Government will evaluate offers for award purposes by adding the total price for all options to the total price for the

basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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 at any time prior to the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at any time before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of

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

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

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

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

52.232-22 --Limitation of Funds (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

- (1) the estimated cost specified in the Schedule or,
- (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

- (1) the total amount so far allotted to the contract by the Government or,

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(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination

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or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

252.204-7012 -- Safeguarding of Unclassified Controlled Technical Information.

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

<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6	-	-
AT-2	CP-9			-

Legend:

AC: Access Control	MA: Maintenance
AT: Awareness and Training	MP: Media Protection
AU: Auditing and Accountability	PE: Physical & Environmental Protection
CM: Configuration Management	PM: Program Management
CP: Contingency Planning	RA: Risk Assessment
IA: Identification and Authentication	SC: System & Communications Protection
IR: Incident Response	SI: System & Information Integrity

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

(d) *Cyber incident and compromise reporting.*

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

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (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

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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.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Contract Administration Plan

Quality Assurance Surveillance Plan

Corporate Experience and Past Performance Information Form

DD254

Copy of Performance Work Statement as a Workaround