

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7862		2. DELIVERY ORDER NO. EX01		3. EFFECTIVE DATE 2016 Jul 01		4. PURCH REQUEST NO. N0018920160221		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 Helen M Tyson/260.3E 215-697-9653			CODE N00189		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151			CODE S2404A SCD: C			
9. CONTRACTOR Overlook Systems Technologies, Inc. 1950 Old Gallows Rd. #400 Vienna VA 22182-3920			CODE 0AV04		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL		
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		<input type="checkbox"/> SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Overlook Systems Technologies, Inc.			Timothy Roddy Authorized Company Representative								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>			If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$507,000.00	
				BY: /s/Stephen A Ciliberto				05/26/2016 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE		g. E-MAIL ADDRESS			FINAL		31. PAYMENT				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					COMPLETE		35. BILL OF LADING NO.				
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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## GENERAL INFORMATION

### General Information

Contractual Point of Contact:

Helen Tyson - Contract Specialist

Email: [helen.tyson@navy.mil](mailto:helen.tyson@navy.mil)

Phone: 215-697-9653

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	GPS PNT services IAW PWS in Section C - Base Period (O&MN,N)	12.0	MO		
800001	R499	Incremental funding in support of CLIN 8000. (O&MN,N)				
8100	R499	GPS PNT services IAW PWS in Section C - Option I (O&MN,N) Option	12.0	MO		
8200	R499	GPS PNT services IAW PWS in Section C - Option II (O&MN,N) Option	12.0	MO		
8300	R499	GPS PNT services IAW PWS in Section C - Option III (O&MN,N) Option	12.0	MO		
8400	R499	GPS PNT services IAW PWS in Section C - Option IV (O&MN,N) Option	12.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Travel in support of CLIN 8000 NTE \$15,000.00 (O&MN,N)	1.0	LO	\$15,000.00
900001	R499	Funding in support of CLIN 9000. (O&MN,N)			
9100	R499	Travel in support of CLIN 8100 NTE \$15,000.00 (O&MN,N) Option	1.0	LO	\$15,000.00
9200	R499	Travel in support of CLIN 8200 NTE \$15,000.00 (O&MN,N) Option	1.0	LO	\$15,000.00
9300	R499	Travel in support of CLIN 8300 NTE \$15,000.00 (O&MN,N) Option	1.0	LO	\$15,000.00
9400	R499	Travel in support of CLIN 8400 NTE \$15,000.00 (O&MN,N) Option	1.0	LO	\$15,000.00

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Space Based Position, Navigation & Timing (PNT) and Global Positioning System (GPS) and Space Systems Vulnerability Assessment and Space Control

### Performance Work Statement

#### 1. INTRODUCTION.

The military services assist OSD in the development and implementation of DoD Positioning, Navigation and Timing (PNT) policy and are active participants in the DoD PNT Executive Committee (EXCOM) and Working Group activities, Space Control Capabilities Based Assessment (CBA) and Net-Centric (NC) Functional Control Board (FCB).

#### 2. BACKGROUND.

Space based PNT and GPS provides four-dimensional precise navigation, positioning, timing and velocity data to U.S. and allied forces, and to other national security, civil and commercial users. Current and future naval operations, missions and functions such as time sensitive targeting, ballistic missile defense, power projection, electronic navigation and communications networking require the use of GPS. The GPS requirements section within N2N6 monitors the development, integration and fielding of GPS receivers and antennas in all surface ships and submarines while supporting the developing and integration of GPS receivers and antennas in naval aircraft.

#### 3. SCOPE OF WORK.

The purpose of this task order is to support development of space systems vulnerability mitigation plans and programs for current and future systems and the programmatic life cycle of PNT and GPS systems and related programs.

The type of work to be accomplished is a broad range of programmatic support for current and future systems, including capital planning, database management, technical analysis, and assessments. This will require preparation of cogent power point presentations, briefs, information papers, impact and risk mitigation papers, and attendance at meetings that assist N2N6 government personnel in identifying, assessing, prioritizing, validating and adjudicating Navy and Joint Service Warfare capabilities and requirements.

#### 4. SPECIFIC REQUIREMENTS

The tasks are divided into the following two areas:

##### 4.1 Space Based Position, Navigation & Timing (PNT) and Global Positioning System (GPS).

###### 4.1.1. Programmatic Support. The Contractor shall:

4.1.1.1. Provide support to the N2N6 Position, Navigation, Timing (PNT) Branch and support the Resource Sponsor's ability to act as the primary Point of Contact for all programmatic issues related to PNT and Global Position System (GPS) including user equipment.

4.1.1.2 Assist N2N6 Requirements Officers in the development of issues to support the CNO's PNT input to the annual Program Objective Memorandum (POM)

4.1.1.3. Assist in the oversight of PNT and GPS programs and their execution.

4.1.1.4. Provide Navy requirements officer with technical advice regarding Oceanography, Space & MDA Division programs, and conduct a broad range of systems analysis. This includes continual review and awareness of current funding in for assigned programs.

4.1.1.5. Provide technical and analytical support to the Navy GPS program to assist in the resource sponsor programmatic support for Navy PNT programs.

4.1.1.6. Provide support to N2N6 and support the representation of positions and interests at Navy, Joint and

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international forums to include: Acquisition Review Boards; Operations Testing Readiness Reviews; Integrated Product Team meetings; meetings/conferences on emerging technology and related issues; Joint Requirements Oversight Council (JROC) and related JCIDS Boards; Secretariat level focus teams and working groups.

4.1.2 Future and Current Capabilities. The Contractor shall:

4.1.2.1 Support N2N6 requirements officer development of recommended Navy capability requirements and programming strategies, ensuring synchronization with Navy and Joint guidance and direction.

4.1.2.2 Support participation in the planning of future PNT systems, development of new technologies, and acquisition strategies incorporating these new technologies.

4.1.2.3 Assist the N2N6 requirements officer with the draft, review, edit and staff recommended Navy plans, instructions, and documents related to PNT and GPS capabilities development.

4.1.2.4. Support briefs to Navy, Joint, and OSD area experts on designated SATCOM capabilities, status of development or fielding of the systems and benefits or deficiencies.

4.1.2.5. Attend conferences and meetings in support of the N2N6 representative to the DoD PNT Executive Committee and the National PNT EXCOM.

4.1.3. Strategy and Planning. The contractor shall:

4.1.3.1 Support assessment of the impact of emerging threats to the DoD PNT systems and support formulation of plans to ensure ongoing viability of the systems to include the impact of civil, commercial, and international use of the systems.

4.1.3.2 Support analysis of existing force structures and support structures and provide recommendations for improvement and prepare such plans and strategies.

4.1.3.3 Assist N2N6 requirements officer in reviewing existing and proposed future PNT related system program management plans, technical manuals, operational capabilities and strategies to provide recommendations to improve or transition Navy capabilities.

4.1.3.4 Support the N2N6 US representative to NATO Sub-Committee 8 on Navigation with logistics, briefings and administrative activities for N2N6 participation in NATO PNT forums (both in CONUS and abroad).

4.1.4. Analysis of Technology and Alternatives: The Contractor shall:

4.1.4.1 Provide an assessment of potential capabilities of shipboard and aircraft systems to support Navy, DoD, Joint, NATO, Allied, and Coalition force PNT requirements.

4.1.4.2. Participate in investigating, evaluating, and recommending alternatives to support acquisition efforts and resource management efforts related to Navy systems aboard ships, submarines, and aircraft.

4.1.4.3. Assist N2N6 with identifying transition issues, formulate solutions and plans to mitigate transition problems.

4.2. Space Systems Vulnerability Assessment and Space Control. The contractor shall:

4.2.1. Monitor Navy warfighting needs for assured space and analyze the vulnerabilities of the space-based capability providing that need.

4.2.2. Support N2N6 awareness of the efforts of the other Services, the Intelligence Community, and the Offices of the Secretary of Defense (OSD) to mitigate those vulnerabilities, providing a recommendation to the N2N6 Oceanography, Space & MDA Division Director for Navy investment in and advocacy of defensive space control capabilities.

4.2.3. Assist N2N6 requirements officers in the development of space control issues to support the CNO's Space Control input to the annual Program Objective Memorandum (POM).

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4.2.4. Support N2N6 requirements officers to monitor ongoing studies and analyses to determine Navy space vulnerabilities.

4.2.5. Support N2N6 requirements officers' liaison with the Joint, OSD, and industry forums on mitigating the impact of space vulnerabilities with respect to Navy's mission accomplishment, especially in denied space environments.

4.2.6. Support N2N6 requirements officers working with Navy programs and the Joint, DoD and Intelligence Community to develop recommended offensive space control mitigation strategies from programmatic, budgetary and operational point of view.

4.2.7. Support N2N6 requirements officers' representation of Navy interests and approved positions to the Air Force, Joint Staff, and OSD at working group meetings and other meetings related to space control and space situational awareness.

4.2.8. Assist in the review and provide recommendations to the N2N6 requirements officer for space-related JCS joint action tasking, space-policy requirements documents, and documentation supporting the planning, assessment and development of DoD architectures.

4.2.9. Support preparation of recommended Navy positions on space control, space situational awareness, and space vulnerabilities for presentations at senior Warfighter Forums, Functional Capabilities Boards, Joint Capabilities Boards and Joint Requirements Oversight Councils.

4.2.10. Support N2N6 requirements officers with the development and review recommended OSD issue team papers related to space vulnerabilities and space control to include development of impact statements and defending funding.

4.3. Deliverables. In accordance with the Contract Data Requirements List (CDRL), DD1423; this is Exhibit A to the task order. The contractor shall provide:

4.3.1. Monthly Project Status and Financial Report. Monthly progress report for the tasks performed under this PWS which will summarize the results of work performed, work in progress, manpower expended, expenses incurred, deliverable status, staffing plan, problems encountered and recommendations. The reports shall also identify the contractor's plans and schedule for accomplishing contract requirements in the next month to include projected travel requirements. Task Order Monthly Project Status and Financial Report are due the 10th work day of the month in accordance with CDRL A001.

4.3.2. Trip Reports. Trip reports within two work days of return from trip in accordance with CDRL A002.

#### 4.4. Labor Category Mix and Minimum Qualifications

##### 4.4.1. Minimum Qualification Requirements

Policy Analyst - Space Based Position, Navigation & Timing (PNT) and Global Positioning System (GPS) - 10 years DOD and DON policy experience and 5 years Space Based PNT and GPS systems policy experience including budgeting, development, acquisition, architecture, and planning experience.

Policy Analyst - Space Systems Vulnerability Assessment and Space Control - 10 years DOD and DON policy experience and 5 years Space Systems and Control policy experience including budgeting, development, acquisition, architecture, and planning experience.

Labor Category	Base Period	Option I	Option II	Option III	Option IV
Policy Analyst - Space Based Position Navigation & Timing (PNT) and Global Positioning System (GPS)	1 FTE	1 FTE	1 FTE	1 FTE	1 FTE
Policy Analyst - Space Systems Vulnerability Assessment and Space	1 FTE	1 FTE	1 FTE	1 FTE	1 FTE

Control					
Total	2 FTE	2 FTE	2 FTE	2 FTE	2 FTE

## 5.0 METRICS

### 5.1 Space Based Position, Navigation & Timing (PNT) and Global Positioning System (GPS) and Space Systems Vulnerability Assessment and Space Control Performance Requirements

Performance Requirement	Related PWS Para. No.	Expected Performance	Tolerance
5.1.1	4.1., 4.2.	Point papers, issue papers, written analysis, briefs, and written recommendations.	= 100% accuracy of facts and content expected < 100% accuracy unacceptable = 95% grammatical and spelling accuracy expected < 95% unacceptable  < or = 2 WD expected > 2 WD unacceptable
5.1.2	4.1., 4.2.	Meeting/Conference summaries, notes, Action Items, trip reports per CDRL	= 100% accuracy of facts and content expected < 100% accuracy unacceptable = 95% grammatical and spelling accuracy expected < 95% unacceptable  < or = 2 WD expected > 2 WD unacceptable
5.1.3	4.1., 4.2.	Conform to the task description provided in the PWS with little or no rework required.	= 100% accuracy of facts and content expected < 100% accuracy unacceptable < or = 10% rework acceptable > 10% rework unacceptable
5.1.4	4.1., 4.2.	Successful cost control; performance of the PWS within the amount of funds allotted on the order.	If allotted funds are exceeded, contractor must:

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			<p>(1) provide an explanation why the budget was exceeded and</p> <p>(2) provide an explanation of adjustments that will ensure completion of the work within the ceiling of the task order, in order to receive a successful assessment of performance</p>
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6. TRAVEL.

6.1. Travel may be required in the performance of this task order to attend conferences, meetings, briefings, and training as necessary to accomplish tasks. All travel shall conform to the current Joint Travel Regulations (JTR). Travel expenses invoiced to the Government shall be in accordance with the JTR and will be reimbursed in accordance with FAR 31.205-46; expenditures that exceed the JTR or the not-to-exceed amount listed in the applicable CLIN will not be reimbursed by the Government. The contractor shall obtain COR authorization of all travel prior to the event.

6.2. Travel not to exceed \$15,000.00 per year, inclusive of G&A.

7. OTHER DIRECT COSTS (ODC) REQUIREMENTS. Other Direct Costs not required.

8. SECURITY. See attached DD254.

8.1. Contractor personnel performing tasks 4.1 of this task order PWS shall possess a security clearance of TOP SECRET SCI with access to HCS and all necessary read-ins. JWICS access required.

8.2. Contractor personnel performing task 4.2 of this task order PWS shall possess a security clearance of TOP SECRET with access to HCS and all necessary read-ins. JWICS access required.

9. PLACE OF PERFORMANCE

Work shall be performed at CNO (N2N6) staff offices at 2000 Navy Pentagon, Washington DC, 20350-2000 and at the contractor facilities in the Metropolitan Washington, DC area. If utilized, contractor facilities must be cleared and accredited to the necessary security levels for the work being performed.

10. PERIOD OF PERFORMANCE

- 10.1. The Base Period of Performance is from 01 July 2016 to 30 June 2017.
- 10.2. Option I Period of Performance is from 01 July 2017 to 30 June 2018.
- 10.3. Option II Period of Performance is from 01 July 2018 to 30 June 2019.
- 10.4. Option III Period of Performance is from 01 July 2019 to 30 June 2020.
- 10.5. Option IV Period of Performance is from 01 July 2020 to 30 June 2021.

**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 GPS PNT 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



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may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

## REIMBURSEMENT OF TRAVEL COST

### (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

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

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

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

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

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

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

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**EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED**

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

**REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)**

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

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## **SECTION D PACKAGING AND MARKING**

None applicable

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## **SECTION E INSPECTION AND ACCEPTANCE**

None applicable

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	7/1/2016 - 6/30/2017
9000	7/1/2016 - 6/30/2017

### CLIN - DELIVERIES OR PERFORMANCE

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

8000	7/1/2016 - 6/30/2017
9000	7/1/2016 - 6/30/2017

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

8100	7/1/2017 - 6/30/2018
8200	7/1/2018 - 6/30/2019
8300	7/1/2019 - 6/30/2020
8400	7/1/2020 - 6/30/2021
9100	7/1/2017 - 6/30/2018
9200	7/1/2018 - 6/30/2019
9300	7/1/2019 - 6/1/2020
9400	7/1/2020 - 6/30/2021

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

52.242-15 Stop-Work Order (AUG 1989)

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative  
Jerry W Leugers, N616A  
2511 South Jefferson Davis Highway  
Arlington, VA 22202  
jerry.leugers@navy.mil  
703-604-5483

### SECURITY ADMINISTRATION

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

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

Defense Security Service

Northern Virginia Field Office

S51FX1 14428 Albemarle Point Place Suite 140

Chantilly, VA 20151

The facilities to be utilized in the performance of this effort have been cleared to Top Secret/SCI level.

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

### APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

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

Jerry Leugers, N616A

2511 South Jefferson Davis Highway

Arlington, VA 22202

[jerry.leugers@navy.mil](mailto:jerry.leugers@navy.mil)

703-601-1406

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

TBD

### COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this

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contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Stephen Ciliberto  
NAVSUP Fleet Logistics Center Norfolk  
Philadelphia Office  
700 Robbins Ave., BLDG. 2B  
Philadelphia, PA. 19111-5083  
215-697-5028

#### **CLAUSES INCORPORATED BY FULL TEXT**

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

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

(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 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).

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Combo

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

N47039

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ337
Issue By DoDAAC	N00189
Admin DoDAAC	S3915A
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	N47039
DCAA Auditor DoDAAC	HAA310

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

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

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

[jerry.leugers@navy.mil](mailto:jerry.leugers@navy.mil)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

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

(End of clause)

Accounting Data

SLINID	PR Number	Amount
800001	N4703916RCD1153	██████████
LLA :		
AA 1761804 11T0 252 47039 B 068892 2D CD1153 4703965N6RAQ		
900001	N4703916RCD1153	15000.00
LLA :		
AB 1761804 11T0 252 47039 B 068892 2D CD1153 4703965N6RBQ		

BASE Funding 130929.00  
Cumulative Funding 130929.00



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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **LIABILITY, AUTOMOBILE AND WORKMEN'S COMPENSATION INSURANCE**

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

### **LIABILITY INSURANCE (COST TYPE CONTRACTS)**

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

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

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

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

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

#### **(b) PPBE Documents and Data**

Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors who obtain, receive, or learn of PPBE documents and data in the course of performance of this contract shall restrict its access to the minimum number of contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or

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non-Government procurements shall be provided access to PPBE documents or data. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or gains knowledge of such information and/or data as a result of performance of this contract understands and complies with this “Non-Disclosure and Non-Use of Information and/or Data” provision.

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

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

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

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such information and/or data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such information and/or data except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need-to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(e) Non-Disclosure/Non-Use Agreements

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

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

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

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

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

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

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

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

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

(g) Exception

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

(h) Government Remedy

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

(i) Non-disclosure/Non-Use Agreements

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

(j) Disposal of Documents

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

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## SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

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

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

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

(End of clause)

### 252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

### 252.232-7007 Limitation of Government's Obligation (APR 2014)

- (a) Contract line item(s) 8000 and 9000 are incrementally funded. For this/these item(s), the sum of \$130,929.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the

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total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph

(a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$130,929.00

Additional funding provided via modification

(End of clause)

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### **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 Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

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.

#### **APPLICABILITY**

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

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

#### **ACCESS TO FEDERAL FACILITIES**

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

#### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a

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SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

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

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

#### **INTERIM ACCESS**

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

#### **DENIAL OR TERMINATION OF ACCESS**

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

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

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

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

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by

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DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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

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

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

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

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

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

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

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

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

- SF-85 Questionnaire for Non-Sensitive Positions



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- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

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

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

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

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Stephen Ciliberto

NAVSUP Fleet Logistics Center Norfolk

Philadelphia Office

700 Robbins Ave., BLDG. 2B

Philadelphia, PA. 19111-5083

215-697-5028

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Contract Administration Plan - Firm, Fixed Price

Quality Assurance Surveillance Plan

DD 1423

DD 254