

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 23-Feb-2016	4. REQUISITION/PURCHASE REQ. NO. H912696011A100	5. PROJECT NO.(If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY(If other than Item 6) CODE	S0512A

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8. NAME AND ADDRESS OF CONTRACTOR(No., street, county, State, and Zip Code) Arete 9301 Corbin Avenue Suite 2000 Northridge CA 91324		9A. AMENDMENT OF SOLICITATION NO.  9B. DATE(SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-5901-EX01 10B. DATE(SEE ITEM 13) 10-Mar-2015
CAGE CODE 8N501	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"/>	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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-9

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) James Swizewski, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/James Swizewski (Signature of Contracting Officer)
	16C. DATE SIGNED 24-Feb-2016

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## GENERAL INFORMATION

The purpose of this modification is to exercise option year I . Accordingly, said Task Order is modified as follows:  
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:

The total amount of funds obligated to the task is hereby increased from \$512,181.52 by \$531,908.68 to \$1,044,090.20.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8001	O&MN,N	0.00	Redacted	Redacted
9001	O&MN,N	0.00	7,000.00	7,000.00
9004	O&MN,N	0.00	12,000.00	12,000.00

The total value of the order is hereby increased from \$512,181.52 by \$531,908.68 to \$1,044,090.20.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001	0.00	Redacted	Redacted
9001	0.00	7,000.00	7,000.00
9004	0.00	12,000.00	12,000.00

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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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	R425	Labor in support of the Performance Work Statement. (O&MN,N)	12.0	MO	Redacted	
8001	R425	Labor in support of Performance Work Statement. (O&MN,N)	12.0	MO	Redacted	
8002	R425	Labor in support of Performance Work Statement. (O&MN,N) Option	12.0	MO	Redacted	

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8009		Data for labor CLINS 8000, 8001, 8002: in accordance with the PWS, the Government shall have unlimited data rights to draft all data generated IAW DFARS 252.227-7017 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. All data generated under this procurement has been paid for in full, by the Government.	1.0	LO		NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Travel - Base Year - Not to Exceed (NTE) \$7,000 (O&MN,N)	1.0	LO	\$7,000.00
9001	R425	Travel - Option One - Not to Exceed (NTE) \$7,000 (O&MN,N)	1.0	LO	\$7,000.00
9002	R425	Travel - Option Two - Not to Exceed (NTE) \$7,000 (O&MN,N) Option	1.0	LO	\$7,000.00
9003	R425	Senior level consulting services in support of PWS 7.4. - Base Year - Cost Not-to-Exceed (NTE) \$12,000. (O&MN,N)	1.0	LO	\$12,000.00
9004	R425	Senior level consulting services in support of PWS 7.4. - Option One - Cost Not-to-Exceed (NTE) \$12,000. (O&MN,N)	1.0	LO	\$12,000.00
9005	R425	Senior level consulting services in support of PWS 7.4. - Option Two - Cost Not-to-Exceed (NTE) \$12,000. (O&MN,N) Option	1.0	LO	\$12,000.00

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.0 Background

J-5, Strategy Development Division (SDD) is responsible to the Deputy Director, Joint Strategic Planning (DDJSP), for conducting the annual Joint Strategy Review (JSR). The JSR is the primary formal process supporting the Chairman of the Joint Chiefs of Staff (CJCS) in fulfilling his Title 10 responsibility to assist the President and Secretary of Defense (SECDEF) in providing for the strategic direction of the Armed Forces.

1.1 The JSR assists the Chairman in formulating best military advice to the President, Secretary, and National Security Council (NSC) on national security interests, objectives and priorities; defense and military strategies; military roles and missions; joint strategic planning; Joint Force employment, management, and development; and the assessment and mitigation of strategic and military risks. The review also develops the strategic foundation for the Chairman's guidance to the combatant commands and Services on implementing national, defense, and military strategies and policy

1.2 To prepare for and execute the annual JSR process, J-5 SDD is responsible for the following tasks:

- Assess the global security environment and analyze national security and defense policy to identify implications for military strategy; prioritized objectives and end states; strategic plans; operations concepts and plans; and Joint Force size, structure, and capabilities. Produce a major biennial report, with annual updates, which covers in detail the strategic environment or other special interest topic(s) with potential significant impact on Joint Force employment, management, or development. This report is a foundational report for the development of the Chairman's strategic advice and guidance.
- Develop CJCS recommendations for the President's National Security Strategy (NSS); identify implications for the Chairman's National Military Strategy (NMS) including military objectives, Joint Force roles and missions, employment concepts, and capabilities.
- Prepare Chairman's statutory reports to Congress, including the biennial comprehensive review and development of the NMS and the annual Risk Assessment of the Chairman of the Joint Chiefs of Staff. Recommend improvements to the methodology used to develop the reports.
- Assist in Joint Staff (JS) preparation for and execution of statutory, Secretary-directed and CJCS-directed defense reviews such as the Quadrennial Defense Review (QDR), and the Quadrennial Roles and Missions Review (QRM), to include the development of the Chairman's recommendations for defense strategy and military roles and missions, and his independent assessments of the reviews and risk.
- Support execution of JS strategic and operational assessments by providing

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strategic context, assumptions, priorities, and strategic and military risk considerations for managing, employing, and developing the Joint Force. JS processes include: Global Force Management (GFM), Joint Combat Capability Assessment (JCCA)/joint operational warplans assessments, Joint Force Readiness Reviews (JFRR), Capability Gap Assessment (CGA), Operational Availability (OA), and joint operations concept development.

- Support CJCS and JS participation in major DoD processes including the Defense Readiness Reporting System (DRRS), Support to Strategic Analysis (SSA), and the planning, programming, budgeting, and execution (PPBE) process.

- Assist in the review and update of instructions governing JS processes, their interrelationship, and how they link with corresponding DoD processes, to ensure timely, relevant, and coherent CJCS advice and guidance.

The JSR process results in proposed strategy and policy documents, analytic and statutory reports, concept papers, information papers, documented briefings, memoranda, and CJCS instructions and manuals. All support development of the Chairman's best military advice to the President, SECDEF, and NSC, and his guidance to the Joint Force on implementing national strategies and defense policy.

## 2.0 Purpose

The purpose of this contract is to acquire Contractor Advisory and Assistance Services (CAAS) for the Joint Staff, J-5 Directorate, DDJSP, SDD in preparing for and conducting the annual JSR process by providing analyses, assessments, and recommendations in three interrelated focus areas: (1) strategic issues, including identification of the most significant issues derived from the assessment of the global security environment, and analysis of how they impact strategy development and Joint Force employment, management, and development; (2) strategic and military risk assessment, to include revisions/improvements to the Joint Risk Assessment System (JRAS) methodology, its application within JS strategic and operational assessments, and the development of the annual Chairman's Risk Assessment (CRA); and (3) CJCS processes, including analysis and recommendations for strategy-driven changes to major JS processes and how they align to ensure timely, relevant, and coherent CJCS and JS inputs to associated DoD processes.

## 3.0 Travel

The contractor will be expected to travel in support of this contract. The contractor shall perform travel in accordance with FAR 31.205-46 "Travel Costs," and the Joint Travel Regulations (JTR). Travel will be for purposes such as instructing and obtaining input on JSR-related topics at military universities and colleges, supporting J-5 SDD and other presentations at the Joint Worldwide Planners Seminar (JWPS), and vetting or consulting with members of the Society for Risk Analysis/International Risk Governance Council on risk methodology improvements. All travel shall be pre-approved by the Contracting Officer Representative (COR). The contractor shall submit a Travel Report in accordance with CRDL A006 and DI-ADMIN-81505.

Based on current requirements, anticipated travel for in-house contractor personnel is approximately four times per year with an estimated 8 travel days total for the base

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period and each option year. Details of Senior-Level Consultant travel are TBD in accordance with Section III, paragraph 7.4, Use of Senior-Level Consultants. All travel, including Senior-Level Consultant travel, will be included in an Other Direct Costs (ODC) CLIN with a not to exceed (NTE) amount of \$7,000.00 for the base period and each option year.

#### 4.0 Personnel Requirements

The contractor shall provide a suitable mix of personnel with the education and demonstrated skills and experience in the JSR focus areas necessary to perform the tasks described in Section III of this PWS. The mix shall be consistent with the technical, management, and corporate oversight approach used to ensure the availability and coordination of highly qualified key personnel necessary for the management of tasks/projects and timely development and delivery of the specified products across the JSR focus areas described in Section III, paragraph 7.1, JSR Preparation. Mandatory security clearance requirements are specified in Section H, paragraph 4.1, Personnel Clearance Levels. J5 requests all submissions include resumes of prospective contract staff.

#### 4.1 Key Personnel Requirements

The key personnel requirements are for a Program Manager and Senior Policy Analysts/Technical Experts/Subject Matter Experts in the Surge/Reach back labor category. The labor descriptions and qualifications are as follows:

#### 4.2 Program Manager/Senior Policy Analyst

##### 4.2.1 Summary of duties and responsibilities:

The Program Manager is responsible for organizing and directing the overall technical effort, and is a senior expert in all JSR focus areas. The Program Manager is also expected to serve as the senior policy analyst responsible for project management and the majority of the actual production of deliverables in the JSR focus areas.

##### 4.2.2 Education and Experience:

As a minimum, the Program Manager shall have a relevant technical Masters Degree and 8-10 years of experience in identifying, initiating, defining, organizing, managing, and executing projects involving the analysis and assessment of issues bearing on the development and execution of national security, defense, and military strategies, strategic and military risk assessment, and the development and implementation of strategic guidance through Joint Staff and DoD processes. Experience shall also include the production of associated analytic and other reports, briefings, and other products, and the facilitation of technical workshops/seminars as described in this PWS. Also required as a minimum is a demonstrated ability to organize, manage, and execute time-sensitive analyses of emerging issues as described in Section III, paragraph 7.3, Time-Sensitive Analysis of Emerging Issues.

#### 4.3 Surge/Reach Back Labor

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Personnel in this labor category include Senior Policy Analysts/Technical Experts/Subject Matter Experts and Analysts/Researchers. They support the Program Manager in the development and execution of tasks/projects and shall have the education, skills, and experience commensurate with their intended role(s).

#### 4.3.1 Senior Policy Analyst/Technical Expert/Subject Matter Expert

#### 4.3.2 Summary of Duties and Responsibilities:

The contractor is responsible for ensuring timely availability of highly qualified senior policy analysts/technical experts/subject matter experts across all JSR focus areas.

Personnel serving in this capacity are key personnel who provide limited technical or management assistance to the Program Manager in JSR focus areas or in narrowly focused technical areas that are beyond the qualifications of the Program Manager. They work under the management direction of the Program Manager.

#### 4.3.3 Education and Experience:

Senior Policy Analysts/Technical Experts/Subject Matter Experts shall have a high level of expert knowledge and experience in the area(s) to be covered. As a minimum, they shall have a relevant Masters Degree and 8 years of direct technical experience in those areas.

#### 4.4 Analysts/Researchers

#### 4.4.1 Duties and Responsibilities

Analysts/Researchers are non-key personnel and are not expected to directly perform work on technical deliverables. They assist the Program Manager and/or senior policy analysts in such activities as research and data gathering under established procedures, and basic analysis of tightly focused areas with limited complexity and classification. They work under the close technical direction of a senior policy analyst or the Program Manager, and under the management direction of the Program Manager.

#### 4.4.2 Education and Experience:

As a minimum, Analysts/Researchers shall have a relevant Bachelor's degree. 1-4 year(s) of experience in area(s) related to the JSR focus areas is desirable.

#### Section II Applicable Documents

CJCSI 3100.01B, Joint Strategic Planning System, 12 December 2008

#### Section III Requirements

#### 1.0 Objective

The contractor shall provide all staffing, equipment, and materials necessary to perform the tasks as defined in this PWS; except that which is specified in Section H, paragraph 3.0, Government Furnished Equipment, Utilities and Facilities, at The

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Pentagon, Washington, D.C. The contractor shall perform to the standards in this contract. In this effort, the contractor shall provide strictly non-personal services and shall work as an independent contractor not subject to supervision and control by the Government. The contractor shall provide personnel who have the necessary skills and expertise to accomplish their assigned functions, along with the technical management, oversight, and quality control to ensure performance is maintained at an acceptable level.

## 2.0 Kick-Off Meeting

The contractor shall schedule and conduct a joint Government contractor kick-off meeting to review PWS requirements. The kick-off meeting may be conducted via several methods. The method of the meeting will be determined by the Government. The contractor shall submit a conference report in accordance with CDRL A001 and DI-ADMIN-81308A.

## 3.0 Quality Control Plan

The contractor shall submit a Quality Control Plan in accordance with CDRL A002 and DI-QCIC-81722. The contractor shall also provide the requisite staffing with appropriate technical and clearance qualifications to implement the plan as part of this effort.

## 4.0 Monthly Progress Report

The contractor shall submit monthly progress reports in accordance with CDRL A003 and DI-MGMT-81864. The description of progress shall include the relevant PWS paragraph/task number and focus area task. Do not provide duplicate information that is included in the invoice(s), but provide a copy of the invoice(s) submitted for payment for the period covered by each progress report.

## 5.0 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

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

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>.

## 6.0 Small Business Subcontractor Reporting

The contractor shall submit a subcontracting report in accordance with CDRL A004 and DI-MGMT-81642. The subcontracting reports reflecting task order goals and actual achievements shall be submitted for the periods ending 31 March and 30 September each calendar year. Reports are required as specified, regardless of



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whether there has been any subcontracting activity since the inception of the task order or since the previous reporting period.

## 7.0 Technical Tasks Overview

Although the JSR addresses different strategic issues and processes each year, the methodology and tasks required to support the review vary only slightly and are described in detail in paragraphs 7.1 through 7.5. The contractor shall support J-5 SDD by providing timely and relevant analyses, assessments and recommendations for the three JSR focus areas in the form of reports, briefings, and other products (e.g., concept papers, information papers, proposed strategy documents, instructions and manuals, and memoranda). During the development of these products, the contractor shall conduct research of relevant information such as strategic documents (e.g., NSS and defense strategy), intelligence community reports, operational assessments (e.g., CJA, GFM, JCCA, and JFRR), “think tank” and other expert reports and interviews within and outside the JS and DoD. The contractor shall prepare for and conduct Joint Strategy Working Groups (JSWGs), surveys, interviews, and reviews to obtain inputs from the combatant commands, Services, and Defense Agencies and to facilitate their participation in the JSR process. The contractor shall, as required and approved by SDD, interview senior-level consultants, individually or in facilitated group meetings, to help focus analyses of complex national security and defense issues. Throughout the JSR, the contractor supports J-5 SDD in synchronizing activities and analyzing and integrating data and other information obtained from contractor research, JSWGs, surveys, interviews, and other fora in order to formulate coherent findings and conclusions and incorporate them into the required products. The contractor also provides other JSWG workshop and other meeting support, and reports and other products for time-sensitive analysis of emerging issues. The Quality Assurance Surveillance Plan (QASP) contains a Performance Requirements Summary Table.

### 7.1 JSR Preparation

The contractor shall support J-5 SDD in identifying major tasks to develop within the three JSR focus areas described below.

#### 7.1.1 Strategic Issues

The contractor shall support J-5 SDD in developing a list of major strategic topics to be addressed in a major annual JSR report or strategic guidance document. A typical JSR report/strategic guidance document is 30-40 pages and may also have annexes/appendices with supporting data/information used to develop the report. Topics shall include significant aspects of the global security environment or national security and defense policy issues that could warrant major changes in the strategic direction of the Armed Forces and NMS. The contractor shall conduct research, to develop a list of potential topics. Once the list is created, the contractor shall provide background material to support the list’s inclusion in the JSR task. Finally, the contractor shall present a report to J-5 SDD with recommendations and rationale regarding the potential topics. In the year prior to the start of a QDR, QRM, or a

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comprehensive review of the NMS as required by Title 10, the report shall also describe how these issues could potentially impact the conduct of those reviews. The contractor shall submit the required report in accordance with CDRL A005 and DI-MISC-80508B.

#### 7.1.2 Strategic and Military Risk Assessment

The contractor shall support J-5 SDD in developing and implementing the methodology for the annual risk assessment. The contractor shall identify potential improvements to approaches, definitions, and criteria used in previous years. The contractor shall consider all aspects of the Joint Risk Assessment System (JRAS), including the methodology for assessing the nature and magnitude of strategic and military risk, and the processes for identifying risk mitigation measures. In particular, the contractor shall consider how analyses of the global security environment and progress in executing the NMS should be combined with operational assessments of force readiness, global force management, campaign plans and contingency plans to provide coherent and comprehensive conclusions regarding strategic and military risk. The contractor shall develop and present a report to J-5 SDD describing how the methodology and changes would be developed, documented, and implemented in the next CRA. The contractor shall submit the required methodology report in accordance with CDRL A005 and DI-MISC-80508B.

#### 7.1.3 CJCS Processes

The contractor shall support J-5 SDD in identifying improvements to the Joint Strategic Planning System (JSPS). CJCSI 3100.01B, JSPS, describes how major CJCS processes supporting CJCS and Joint Staff participation in all major DoD activities are aligned to ensure timely, relevant, and coherent military advice. The contractor shall conduct research of applicable CJCS and DoD instructions and other guidance documents, and present a report to J-5 SDD on recommended JSPS improvements. In the year following completion of a QDR or a comprehensive review of the NMS, the report shall also describe how the results of these reviews affect CJCS and DoD processes. The report shall also describe how proposed changes would be implemented and documented. The contractor shall submit the required report in accordance with CDRL A005 and DI-MISC-80508B.

#### 7.2 JSR Execution

The contractor shall support J-5 SDD in developing the JSR focus area tasks, and in preparing for, conducting, and reporting on associated studies, research, analyses, workshops, and seminars. The contractor shall also assist J-5 SDD in synchronizing activities and integrating information within and across the focus areas.

##### 7.2.1 Provide a Work Plan

J-5 SDD, with DDJSP approval, will select up to three major focus area tasks from those proposed in 7.1.1, 7.1.2 and 7.1.3 for implementation in the annual JSR. Examples of such tasks include assisting J-5 SDD in the development of the following documents: a major JSR report on the strategic environment, new/revised

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NMS or other strategic guidance document, new/updated JSPS or JRAS CJCSI, and annual CRA report. No later than 15 days after selection, the contractor shall present a work plan to J-5 SDD for approval. The plan shall describe the methodology for how deliverables will be accomplished, provide a project schedule for each task, identify any dependencies between tasks, and delineate the specific dates for completion. The plan shall tailor the sequencing of the efforts described in Tasks 7.2.2, 7.2.3, 7.2.4 and 7.2.5 to each selected area, and synchronize efforts across these areas to ensure timely submission of all deliverables. The contractor shall report progress for each task, as applicable, in the monthly progress report as specified in paragraph 4.0. The contractor shall submit the required work plan in accordance with CDRL A005 and DI-MISC-80508B.

### 7.2.2 Conduct Research and Develop JSR Focus Areas Tasks

Upon selection of the areas to be analyzed during the annual JSR, the contractor shall conduct further research to further analyze the complex issues. The contractor shall frame discussions for future detailed analyses and support J-5 SDD in developing a comprehensive analysis framework for each area. In addition to literature reviews, the contractor shall interview/consult with defense experts, scholars, industry experts, retired senior military leaders, Government executives from the defense policy and intelligence community, and other functional experts to provide insights and analysis concerning the review areas. The contractor shall provide access to these select experts as required throughout the JSR process (see paragraph 7.4, Use of Senior Level Consultants). At the completion of this task, the contractor shall provide a summary report and briefing that outlines the major issues concerning each selected focus area. In addition, the contractor shall make recommendations to J-5 SDD for further research and analysis, and for the projected number and scope of supporting workshops. The contractor shall submit the required report in accordance with CDRL A005 and DI-MISC-80508B.

### 7.2.3 Support Preparation and Conduct of Joint Strategy Working Group (JSWG) Facilitated Workshops

The contractor shall support J-5 SDD in preparing for and conducting facilitated workshops using the JSWG to analyze JSR focus areas. The JSWG consists of approximately 75 action officer and O-6-level representatives from the combatant commands, Services, Joint Staff Directorates, Office of the Secretary of Defense (OSD), and select Defense Agencies. The contractor shall support J-5 SDD in designing the number and scope of the workshops, developing issues for discussion and analysis, preparing PowerPoint presentations to focus activities, and facilitating the sessions. The contractor shall develop preparatory material for participants as specified by J-5 SDD, to include read-ahead briefings, and surveys/questionnaires requesting detailed data, comments, and other information relevant to the focus area(s) to be addressed. Workshops will be held to develop a common understanding and positions on the JSR focus area(s) by providing a venue for detailed analysis, and allowing a collaborative vetting of the findings, conclusions, and recommendations arising from the analysis. The contractor shall provide written minutes after each workshop that provide documentation of the issues developed in the workshops and offer findings and conclusions of those issues. Each workshop shall require a contractor facilitator, typically the Program Manager or a Subject Matter Expert, and a note

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taker, typically an Analyst/Researcher, to be present. A typical JSR will require up to two two-day JSWG workshops during the base year and each option year. The contractor facility/conference site and other support requirements are specified in paragraph 7.5, Other Workshop and Meeting Support. The contractor shall submit preparatory materials in accordance with CDRL A005 and DI-MISC-80508B, and meeting minutes in accordance with CDRL A006 and DI-ADMN-81505.

#### 7.2.4 Support Data Collection, Analysis, and Integration

The contractor shall support J-5 SDD in collecting, aggregating, summarizing, analyzing, and integrating data and other information related to JSR focus area tasks throughout the conduct of the JSR. The contractor shall conduct additional research necessary to ensure a complete and robust analysis of all relevant issues. Prior to each JSWG workshop, the contractor shall summarize detailed data and other inputs provided in advance by participants, and develop preliminary findings and conclusions. The contractor shall also update these summaries, findings, and conclusions based on JSWG deliberations, and upon receipt of additional information requested at the meetings. The contractor shall provide a summary report to J-5 SDD prior to and following each meeting. The contractor shall submit the required reports and updates in accordance with CDRL A005 and DI-MISC-80508B.

#### 7.2.5 Support Preparation of JSR Reports

The JSR culminates in the development of reports and supporting briefings to the Chairman and other senior leaders in the Department on the JSR focus areas. Other major products such as instructions, directives, and manuals on CJCS processes are also produced during the JSR. After reviewing data summaries, minutes from JSWG meetings, and contractor recommendations, J-5 SDD will provide the contractor with guidance for completing the required reports and briefings, or alternative documents. The contractor shall support J-5 SDD in developing draft and final products describing methodology, analysis, findings, and conclusions, as well as summaries of supporting information and data. Typically, JSR products must be revised two times following each level of review prior to approval of final documents. The contractor shall submit the required report in accordance with CDRL A005 and DI-MISC-80508B.

#### 7.3 Time-Sensitive Analysis of Emerging Issues

JSR-related issues periodically emerge that demand immediate detailed analysis. These issues often arise at times when it is difficult for J-5 SDD to rapidly gather the appropriate expertise to provide the desired analysis. The contractor, when and as directed by J-5 SDD, shall rapidly task organize for a specified requirement and develop detailed integrated analysis by appropriate in-house or consultant experts. The contractor shall provide an analytic paper and briefing slides that outline the results and conclusions of the specified issue analysis. Typically, the documents must be revised two times following each level of review prior to approval of final documents. The contractor shall plan to conduct approximately 15 issue analyses during the base year and each option year (3 direct labor days each). The contractor shall submit the required reports in accordance with CDRL A005 and DI-MISC-80508B.

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#### 7.4 Use of Senior-Level Consultants

As indicated in paragraph 7.2.2, the contractor shall provide access to senior-level consultants during all phases of the JSR to provide insights and analysis for the development of major reports and time-sensitive analysis of emerging issues. These experts include current and former executive-level government officials from the defense, foreign policy, homeland security, and intelligence communities; retired General/Flag level military officers; and other experts from academia and think tanks. The individuals shall have extensive expertise, high-level experience in current strategic issues, and a fundamental understanding of the major issues involving the development and execution of National Strategy. In aggregate, the consultants shall cover the full range of JSR focus areas. The contractor shall recommend, for J-5 SDD approval, use of select consultants during the execution of the focus area tasks and describe the purpose, venue, and duration of use. The contractor shall also provide, as requested by the Government, access to select consultants for individual interviews or group meetings. The contractor shall be responsible for making all arrangements and providing facility support for the approved activities. The contractor shall provide a summary report in accordance with CDRL A005 and DI-MISC-80508B. The report shall describe the major issue(s) discussed during each interview and meeting and include any recommendations for additional interviews and further research and analysis. The contractor shall be responsible for the consultants' fees and any of their travel fees. Consultant costs will be included in a separate CLIN with a not to exceed amount for the base and each option year of \$12,000.00 (approximately six consultant days).

#### 7.5 Other Workshop and Meeting Support

The contractor shall provide administrative and other non-technical support for workshops and seminars. J-5 SDD hosts, supports, and participates in JSWG workshops, and up to four similar meetings and conferences on other topics designed to focus efforts and convey information on a variety of technical and organizational issues relating to the JSR. These activities are normally conducted at the classified and unclassified levels, and involve participants from a variety of USG and DoD agencies and organizations. The contractor shall support the coordination and execution of seminars, meetings, and conferences to include scheduling, issuing specific invitations, and managing security, clearance, and other administrative requirements necessary to host the meetings. The contractor shall make available its conference facilities in the Washington, DC Metro area, including audio/visual and computer hardware and software suitable for projection of classified deliverables such as briefings, reports, and other supporting media, as well as for on-line editing of associated draft products during the workshops/meetings. J-5 SDD will obtain approval for each proposed conference IAW JS policy/procedures.

#### 8.0 Estimated Labor Hours

##### Job Category

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Program Manager / Senior Analyst

Administrative & Security Support

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Surge/ Reach Back (Technical Experts/  
Senior Analysts/ Subject Matter Experts)

Senior Expert Consultants 50

(Analysts / Researchers)

Senior Expert Consultants

\*Estimated hours per period of performance

\*\*The 48 hours has been factored into the contract as ODC cost-type CLINs. See CLINs 9003-9005.

## **DEFINITIONS AND ACRONYMS**

CAAS – Contractor Advisory and Assistance Services

CGA – Capability Gap Assessment

CJA – Comprehensive Joint Assessment

CJCS – Chairman of the Joint Chiefs of Staff

Contracting Officer's Representative (COR) – The Government will identify a COR to assist the Contracting Officer with the technical aspects of the contract. The COR will aid in providing guidance and clarification and provide the contractor access to technical data required to perform the individual Technical Instructions issued under this task order.

CPAR – Contract Performance Assessment Review

CRA – Chairman's Risk Assessment (referred to in Title 10 as the Risk Assessment of the Chairman of the Joint Chiefs of Staff)

CTR – Contractor

DDJSP – Deputy Director for Joint Strategic Planning

Defective Service – A service output that does not meet the standard of performance associated with it in the PWS

DRRS – Defense Readiness Reporting System

Delivery Date – The specific time of delivery and/or performance

DoD – Department of Defense

ECMRA – Enterprise-wide Contractor Manpower Reporting Application

GFM – Global Force Management

JCCA – Joint Combat Capability Assessment

JFRR – Joint Force Readiness Reviews

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JS – Joint Staff

JRAS – Joint Risk Assessment System

JSPS – Joint Strategic Planning System

JSR – Joint Strategy Review

JSWG – Joint Strategy Working Group

Metrics - A system of parameters or ways of quantitative and periodic assessment of a process that is to be measured, along with the procedures to carry out and interpret such measurement and assessment.

Naval Sea Systems Command (NAVSEA) – Provides contracting and acquisition support to the Navy and other various Department of Defense organizations in the National Capital Region (NCR), including the Joint Staff. The acquisition and contracting support provided to Joint Staff customers span from pre-award through contract close-out

NMS – National Military Strategy

NSC – National Security Council

NSS – National Security Strategy

OA – Operational Availability

OSD – Office of the Secretary of Defense

Performance Objective – The service and/or activity required.

Performance Requirement – The outcomes, or results, that lead to satisfaction of the objective(s).

Performance Standard – Establishes the performance level required by the Government to meet the contract requirements. The standards shall be measurable and structured to permit an assessment of the contractor's performance.

Performance Threshold – Minimum acceptable level, error rate and/or deviation from standard.

Performance Work Statement (PWS) – A detailed work statement for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

PPBE – Planning, Programming, Budgeting, and Execution

QDR – Quadrennial Defense Review

QRM – Quadrennial Roles and Missions Review

Quality Assurance (QA) - Those actions taken by the Government to assure services meet the requirements of the PWS.

Quality Assurance Surveillance Plan (QASP) - A document organizing how the Government will apply performance standards, the frequency of surveillance and the minimum acceptable defect rate(s).

Quality Control (QC) - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

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Quality Control Plan (QCP) – A document organizing the performance control processes to be applied for delivering the level of service required by the PWS.

SCI – Sensitive Compartmented Information

SDD – Strategy Development Division

SECDEF or Secretary – Secretary of Defense

Subject Matter Experts (SMEs) – The Government will identify subject matter experts.

SSA – Support to Strategic Analysis

SSBI – Single Scope Background Investigation

Task – How the contracting effort fits within the existing or intended customer environment both technically and organizationally; a specific piece of work to be completed within a certain time period

TS – Top Secret

USG – U.S. Government

Wide Area Work Flow (WAWF) – A secure Web-based system to allow contractors to submit electronic invoices, and provide the Government a means to electronically receipt and accept supplies and services.



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## **SECTION D PACKAGING AND MARKING**

All CDRL deliverables shall be packaged and marked in accordance with Exhibit A.

All deliverables become the property of the United States Government.

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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:

8000	3/12/2015 - 3/11/2016
8001	3/12/2016 - 3/11/2017
9000	3/12/2015 - 3/11/2016
9001	3/12/2016 - 3/11/2017
9003	3/12/2015 - 3/11/2016
9004	3/12/2016 - 3/11/2017

### 1. Period of Performance

The period of performance shall be for one base period of 12 months. Two(2) 12-month option periods may be exercised at the sole discretion of the Government. The proposed periods of performance are:

Base Year: 12 MAR 2015 - 11 MAR 2016

Option I: 12 MAR 2016 - 11 MAR 2017

Option II: 12 MAR 2017 - 11 MAR 2018

### 2. Place of Performance

The primary work location for the majority of the technical tasks will be the Joint Staff J-5 facilities in the Pentagon, Room 2E765, Washington DC. An alternate place of performance is at the contractor's facility. Additionally, the contractor shall be required to travel to a Government site to support JSR tasks.

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## SECTION G CONTRACT ADMINISTRATION DATA

### 1.0 Type of Contract

The Government anticipates award of a Firm Fixed Price contract.

### 2.0 Hours of Operation

The contractor is responsible to perform between the hours of 0800 to 1700, Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

### 3.0 Recognized Holidays

It is not anticipated the contractor will be required to perform contract services on the following days:

New Year's Day		Labor Day	
Martin Luther King Jr. Day	Discoverer's Day		Christmas
President's Day		Veteran's Day	
Thanksgiving Day			

### 4.0 Contracting Officer's Representative (COR)

Ms. Mary Lawrence  
The Joint Staff  
The Pentagon, RM 2E765  
Washington, DC 20318-5106  
Office: (703) 614-7352  
[mary.a.lawrence.civ@mail.mil](mailto:mary.a.lawrence.civ@mail.mil)

#### 4.1 Government Subject Matter Expert (SME)

Primary SME:

Mr. William V. Corsetti  
The Joint Staff  
The Pentagon, RM 2E765  
Washington, DC 20318-5106  
Office: (703) 693-3811  
[william.v.corsetti.civ@mail.mil](mailto:william.v.corsetti.civ@mail.mil)

Alternate SME:

COL Brian McCullough, USA  
The Joint Staff  
The Pentagon, RM 2E765  
Washington, DC 20318-5106

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Office: (703) 697-6126  
[brian.r.mccullough.mil@mail.mil](mailto:brian.r.mccullough.mil@mail.mil)

## **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).

### **COMBO**

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

H91269

(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.

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Routing Data Table\*

Field Name in WAWF Data to be entered in WAWF:

Pay Official DoDAAC:	HQ0339
Issue By DoDAAC:	N00189
Ship To Code:	H91269
Admin DoDAAC:	S0512A
Inspect By DoDAAC:	H91269
Service Approver (DoDAAC):	H91269
Service Acceptor (DoDAAC):	H91269
LPO DoDAAC:	H91269

\*Any changes to the WAWF will be done orally. No hard copies will be issued.

(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.

[mary.a.lawrence.civ@mail.mil](mailto:mary.a.lawrence.civ@mail.mil)

[brian.r.moore.mil@mail.mil](mailto:brian.r.moore.mil@mail.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.

Not applicable.

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

(End of clause)

**PAYMENT INSTRUCTIONS**

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

**SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)**

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.

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DSS (IOFC), Ms Linda Crossman, 2331 Mill Road, 4th Floor, Alexandria, VA 22314, 703-617-2686.

The facilities to be utilized in the performance of this effort have been cleared to Top Secret level. The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

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

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

Mary A. Lawrence

Management/Program Tech

Joint Strategic Planning

Strategy Development Division

Mary.a.lawrence.civ@mail.mil

Mary.a.lawrence.civ@smil.mail.mil

(703) 614-7352

(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:

Not Applicable

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

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

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Accounting Data

SLINID	PR Number	Amount
8000	H912694274A001	Redacted
LLA :		
AA 97150100.1220 4550 00000 251B 9JAA97 012195 DJAC15A001		
Standard Number: H912694274A001		
9000	H912694274A001	7000.00
LLA :		
AA 97150100.1220 4550 00000 251B 9JAA97 012195 DJAC15A001		
Standard Number: H912694274A001		
9003	H912694274A001	12000.00
LLA :		
AA 97150100.1220 4550 00000 251B 9JAA97 012195 DJAC15A001		
Standard Number: H912694274A001		

BASE Funding 512181.52  
Cumulative Funding 512181.52

MOD 01 Funding 0.00  
Cumulative Funding 512181.52

MOD 02

8001	H912696011A100	Redacted
LLA :		
AB 97160100.1220 4550 00000 2510 9JAA97 012195 DJAC16A100		
Standard Number: H912696011A100		
9001	H912696011A100	7000.00
LLA :		
AB 97160100.1220 4550 00000 2510 9JAA97 012195 DJAC16A100		
Standard Number: H912696011A100		
9004	H912696011A100	12000.00
LLA :		
AB 97160100.1220 4550 00000 2510 9JAA97 012195 DJAC16A100		
Standard Number: H912696011A100		

MOD 02 Funding 531908.68  
Cumulative Funding 1044090.20



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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **Personal Identity Verification of Contractor Personnel (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 this 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)

### **QUALIRT ASSURANCE SURVEILLANCE PLAN (QASP)**

#### **1. PURPOSE**

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure systematic quality assurance methods are used in this performance based service task order. The Contractor shall perform in accordance with the QASP performance metrics, and the Government shall receive the quality of services identified in the task order. A properly executed QASP will assist the Government in achieving the objectives of this acquisition.

This task order requires Contractor Advisory and Assistance Services (CAAS) for the Joint Staff, J-5 Directorate, J-5 SDD in preparing for and conducting the annual Joint Strategy Review (JSR) process by providing analyses, assessments, and recommendations. The resulting performance based task order will have fixed price CLINs to include: (1) Program Manager and Surge/Reach Back personnel with administrative and security support, (2) Senior-Level Consultant costs, and (3) cost only Other Direct Cost (ODC). The period of performance for this task order will cover a base year and two (2) option years for a total of three (3) years. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

#### **2. AUTHORITY**

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspection and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

#### **3. SCOPE**

The QASP is put in place to provide Government surveillance and oversight of the Contractor's

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efforts to assure that they are timely, effective and are delivering the results specified in the task order.

The Contractor's performance on this task order will be evaluated by the Government as described below and summarized in the Contractor Self-Assessment Milestone Chart. The first evaluation will cover the period ending six months after date of task order award, with successive evaluations being performed in accordance with the Contractor Self-Assessment Milestone Chart, until the Contractor completes performance under this task order. The evaluation will encompass all work performed by the Contractor during the assessment period, but will not include cumulative information from prior assessments. The Contractor will complete a self-assessment of the work performed, to be delivered to the Contracting Officer's Representative (COR) and the Contract Administrator, as identified in the task order, no later than (NLT) 60 days after the end of the assessment period. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, provided by the COR and the Contract Administrator, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, the next option period will not be exercised. A final assessment shall be completed by the Government within four months of the completion date of the task order (inclusive of all exercised options).

CONTRACTOR SELF-ASSESSMENT						
MILESTONE CHART						
BASE		OPTION I		OPTION II		CLOSE
Month 1	Period 1	Month 1	Period 2	Month 1	Period 3	Month 1
Month 2		Month 2		Month 2		Month 2
Month 3		Month 3		Month 3		
Month 4		Month 4		Month 4		
Month 5		Month 5		Month 5		
Month 6		Month 6		Month 6		
Month 7	Annual	Month 7	Annual	Month 7	Annual	
Month 8		Month 8		Month 8		
Month 9		Month 9		Month 9		
Month 10		Month 10		Month 10		
Month 11		Month 11		Month 11		
Month 12		Month 12		Month 12		

Contractor Self-Assessment Reporting Due Date

#### 4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following Government resources shall have responsibility for the implementation of this QASP:

**Procuring Contracting Officer** – The Procuring Contracting Officer (PCO) ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interest of the United States in the contractual relationship. It is the PCO that assures the Contractor receives impartial, fair and equitable treatment under the task order. The PCO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The PCO for this task order is identified in Section G.

**Contract Administrator** – An individual assigned by the PCO to assist in the daily administration of the task order. The Contract Administrator also provides input to the PCO and the COR as to the

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quality of performance for areas addressed in this QASP. The Contract Administrator for this task order is identified in Section G.

**Contracting Officer's Representative** – The Contracting Officer's Representative (COR) is responsible for technical administration of the task order and assures proper Government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the Contractor deems may affect task order price, terms or conditions shall be referred to the PCO for action.

**Government Technical Point of Contact** – The COR may designate an individual Government Technical Point of Contact (TPOC) to assist in administering specific projects under the task order. The Government TPOC is responsible for assisting in administering a specific project under the task order. A Government TPOC cannot, in any manner, alter the scope of the task order, make commitments or authorize any changes on the Government's behalf.

#### 5. **METHODS OF QA SURVEILLANCE**

- a. **QASP** – The below listed methods of surveillance shall be used by the COR in the technical administration and the PCO/Contract Administrator in non-technical administration of this QASP. The QASP will be the prime determinant in exercising the option.
- b. **Contractor Performance Assessment Report System (CPARS)** – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this task order. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. For this procurement, the Government will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DOD, and the continuation of the task order, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

#### 6. **DOCUMENTATION**

In addition to providing annual reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the task order.

#### 7. **SURVEILLANCE**

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on an annual basis, as well as interim and informal reviews (i.e., In-Process Reviews (IPRs)) on a more frequent basis as described in Section H, Special Contract Requirements.

- a. **Performance Ratings** -- The Government will evaluate the Contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory

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(3) Unsatisfactory

The standards associated with these ratings are given in the following Table 1:

**Table 1: Overall Performance Ratings**

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

**b. Objectives/Determination --**

(1) Interim/Informal

Interim/Informal performance evaluations will be provided to assess performance at each IPR.

(2) Annual

The PCO will make a performance determination at the end of each evaluation period. The determination will be based upon the COR’s recommendations, the Contractor’s comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the COR’s recommendations and the Contractor’s comments/report regarding the evaluation. The PCO’s performance determination is unilateral and final. The PCO will document the determination and provide a copy to the Contractor within 30 days of receipt of the Contractor’s self-assessment.

**Table 2: Objectives**

Assessment Period	Acceptable Performance Definition	Assessment Method	Outcome
First 6 Months of the Base Period of the contract (Period 1)	All measurement areas rated at least “Satisfactory”	Using the QASP evaluation criteria set forth in the contract.	(+) Meets the acceptable performance definition as condition for exercise of Option I.*  (-) Does not meet the acceptable performance definition as a condition for exercise of Option I.*
Annual including first and last 6 months of Base Period of the contract	All measurement areas rated at least “Satisfactory”	Using the QASP evaluation criteria set forth in the contract.	(+) Meets the acceptable performance definition as condition for exercise of Option II.*

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			(-) Does not meet the acceptable performance definition as a condition for exercise of Option II.*
First 6 Months of Option Year 1 of the contract (Period 2)	All measurement areas rated at least "Satisfactory"	Using the QASP evaluation criteria set forth in the contract.	(+) Meets the acceptable performance definition as a condition for the reporting period.  (-) Does not meet the acceptable performance definition as a condition for the reporting period.
Annual including first and last 6 months of Option Year 1 of the contract	All measurement areas rated at least "Satisfactory"	Using the QASP evaluation criteria set forth in the contract.	(+) Meets the acceptable performance definition as a condition for the reporting period.  (-) Does not meet the acceptable performance definition as a condition for the reporting period.
First 6 Months of Option Year 2 of the contract (Period 3)	All measurement areas rated at least "Satisfactory"	Using the QASP evaluation criteria set forth in the contract.	(+) Meets the acceptable performance definition as a condition for the reporting period.  (-) Does not meet the acceptable performance definition as a condition for the reporting period.

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Annual including first and last 6 months of Option Year 2 of the contract	All measurement areas rated at least "Satisfactory"	Using the QASP evaluation criteria set forth in the contract.	Final QASP Rating
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\*The Government will not exercise the next option year term unless the Contractor meets the acceptable performance definition.

- c. **Performance Evaluation Criteria** The Contractor's performance will be evaluated using the criteria and standards provided for each objective and identified in Tables 3 through 5 of this task order QASP.
- d. **Organization** The performance evaluation organization consists of the PCO, who will serve as the Determining Official, and the COR. In some instances, a TPOC will be assigned to a task order in addition to the COR.
- e. This performance evaluation does not replace any other requirement for evaluating Contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report or other required reports.

**Table 3: Task Performance Evaluation Criteria and Standards**

<b>Criterion</b>	<b>Unsatisfactory</b>	<b>Satisfactory</b>	<b>Excellent</b>
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (4).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table 4.	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table 4.
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.

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Customer Satisfaction	Fails to meet customer expectations.	Meets customer expectations.	Exceeds customer expectations to the benefit of the overall tasking.
Combating Trafficking in Persons IAW with FAR 52.222-50	Contractor has not briefed contractor employees on Combating Trafficking in Persons and is not in compliance with FAR clause 52.222-50	Contractor has briefed contractor employees on subject guideline and is working to develop an Awareness Program.	Contractor has Trafficking in Persons Awareness Program in place which includes appropriate reporting procedures, applicable remedies, and disciplinary actions and appears to be performing vigilant monitoring.

**Table 4: Performance Requirements Summary Table**

<b>PWS Task Area</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>QASP Typical Monitoring Methods</b>
2.0	Schedule and conduct a task order Kick-Off Meeting	One Time completed within 10 days of contract award	Meeting is scheduled and completed on time.	Government attendance and oversight
2.0 CDRL A001	Conference Report	One Time submitted within three days of kick off meeting	Information is complete, technically accurate, timely, and grammatically correct. Documentation requires no more than one (1) review/comment/ approval cycle to be accepted. Draft and final report completed by due date.	Government oversight of review/comment/ approval cycle
3.0 CDRL A002	Quality Control Plan	One Time submitted within 10 days of contract award	Adequately describes the Quality Control organiza-tion, organizational relationships,	Government oversight of review/comment/ approval cycle

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			process, and technical and security clearance qualification of personnel executing the plan. Documentation requires no more than one (1) review/comment/ approval cycles to be accepted. Draft and final plan completed by due date.	
4.0  CDRL A003	Monthly Progress Report	Monthly	Information is complete, technically accurate, timely, and grammatically correct. Documentation requires no more than one (1) review/comment/ approval cycle to be accepted. Draft and final report completed by due date.	Government oversight of review/comment/ approval cycle
5.0	ECMRA Reporting	Annually completed by 31 October each calendar year	100% completed by due date.	Government oversight of review/comment/ approval cycle
6.0  CDRL A004	Small Business Subcontractor Reporting	Semiannually for Periods ending 31 March and 30 September each calendar year	Documentation requires no more than one (1) review/comment /approval cycle to be accepted. 100% completed by due date	Government oversight of review/comment/ approval cycle



<b>PWS Task Area</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>QASP Typical Monitoring Methods</b>
7.0  CDRL A005	Technical Report:  7.1 JSR Preparation  Focus Area Reports  7.2 JSR Execution  Work Plan  Focus Area Reports  JSWG Prep Material  Data Summaries  JSR Reports  7.3 Time Sensitive Analyses Reports  7.4 Senior-Level Consultant Reports	As tasked. Documentation is delivered IAW agreed upon schedules	Information is complete, technically accurate, timely, and grammatically correct.  Documentation requires no more than two (2) review/comment /approval cycles, to meet acceptance. 90% include appropriate, comprehensive recommendations to allow for expeditious Government action. 90% completed by due date.	Government oversight of review/comment/ approval cycle
7.2.3  CDRL A006	Report, Record of Meeting Minutes  7.2.3 JSWG Workshops	Submitted within three days of each meeting.	Information is complete, technically accurate, timely, and grammatically correct.  Documentation requires no more than two (2) review/comment/ approval cycles, to meet acceptance. 90% completed by	Government oversight of review/comment/ approval cycle

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			due date.	
7.5	Other Workshop and Meeting Support	Preparation and execution of administrative and security support for meetings provided in accordance with agreed upon schedule.	Support is complete, timely, and provided in a professional manner.	Government oversight of review/comment/approval cycle

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## SECTION I CONTRACT CLAUSES

NOTE: ALL PROVISIONS IN SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER) AND THE FOLLOWING (PROVIDED IN FULL TEXT).

### 52.204-9 Personal Identity Verification of Contractor Personnel (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 this 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)**

### 52.232-7003 Electronic Submission Of Payment Requests And Receiving Reports (JUN 2012)

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

(1) *Contract financing payment* and *invoice payment* have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) *Electronic form* means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) *Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts:

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Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

**(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).

#### **52.217-9 Option to Extend the Term of the Contract**

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the end of the period performance.
- (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 three (3) years.

#### **52.222-46 Evaluation of Compensation for Professional Employees**

Evaluation of Compensation for Professional Employees (Feb 1993)

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

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(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.

### **252.227-7013 Rights in Technical Data--Noncommercial Items**

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

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and

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the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

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(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv)

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through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and



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(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,  
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

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Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

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GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

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The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

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(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

## **252.227-7016 Rights in Bid or Proposal Information**

### RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

(a) *Definitions.*

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(b) *Government rights prior to contract award.* By submission of its offer, the Offeror agrees that the Government—

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

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(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) *Government rights subsequent to contract award.* The Contractor agrees—

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause(s) of this contract.

(d) *Government-furnished information.* The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) *Information available without restrictions.* The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) *Flowdown.* The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

## **252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions**

### IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on

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use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

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

1 Must have a favorably completed National Agency Check with Written

Inquiries (NACI) including a Federal Bureau of Investigation (FBI)

fingerprint check prior to installation access.

1 SF-85 Questionnaire for Non-Sensitive Positions

1 Two FD-258 Applicant Fingerprint Cards

1 Original Signed Release Statements 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



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Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's

Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

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

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

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

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness

determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD

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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) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### Security Approval Process

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

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Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in nonsensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when

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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.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment I: DD 254 Security Classification Form