

2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 06-Apr-2016	4. REQUISITION/PURCHASE REQ. NO. N5702316RC00051	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A SCD: C

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392
mark.zaccagnini@navy.mil 757-443-1296

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Business Information Technology Solutions Inc. 3110 Fairview Park Drive, Suite 250 Falls Church VA 22042		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-12-D-6806-FK01 10B. DATED (SEE ITEM 13) 14-May-2014
CAGE CODE 33JP4 FACILITY CODE	[X]	

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)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) Jill H Joscelyn-Smith, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Jill H Joscelyn-Smith (Signature of Contracting Officer)	16C. DATE SIGNED 08-Aug-2016
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to include special payment instructions found under Section G of this contract and therefore determine the order by which line of accounting is decremented first when invoicing occurs for modification 4. 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 [REDACTED]
[REDACTED]

The total value of the order is hereby increased from [REDACTED].

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
5001	R425	IT Technical Support Services - to provide technical support in accordance with the attached Performance Work Statement (PWS). (RDT&E)	12.0	MO		
5002	R425	IT Technical Support - to provide technical support in accordance with the attached Performance Work Statement (PWS). (RDT&E)	12.0	MO		
5003	R425	IT Technical Support - to provide technical support in accordance with the attached Performance Work Statement (PWS). (RDT&E)	12.0	MO		
500301	R425	FUNDING ONLY (RDT&E)				
500302	R425	FUNDING ONLY (RDT&E)				
5004	R425	IT Technical Support - to provide technical support in accordance with the attached Performance Work Statement (PWS). (RDT&E) Option	12.0	MO		
5005	R425	IT Technical Support - to provide technical support in accordance with the attached Performance Work Statement (PWS). (RDT&E) Option	12.0	MO		

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS)

Commander Operational Test & Evaluation Force (COMOPTEVFOR)

7970 Diven Street

Norfolk, VA 23505-1498

Technical Support: Oracle E-Business Support/ UTES

1. **Background.** The mission of COMOPTEVFOR is to independently and objectively evaluate the operational effectiveness and suitability of new and improved war fighting capabilities. These evaluations must be conducted in a robust and in as near realistic operational environments as possible. In order to fully understand the conditions under which an operational test must be executed and to ensure that adequate resources are in place, a thorough analysis of the intended operational mission must be completed. The results of this analysis must also be used to evaluate performance of the tested system. COMOPTEVFOR currently uses independent processes and several Information Technology tools to analyze mission based task decomposition and evaluate system and system of systems performance.
2. **Objective.** This PWS is to obtain technical support for two tools used in the Test and Evaluation (T&E) analysis process – EBSuite and the Unclassified Test and Evaluation System (UTES). Oracle EBSuite is a memorandum accounting system whose purpose is to provide administrative controls over the myriad of command funding sources as well as provide managerial reporting tailored to senior management needs. Additionally the system provides for the administrative control and proper accounting of both our direct and reimbursable funding and allows us to account for the use of funding passed outside the command to other supporting activities. UTES is the Navy-wide fleet scheduling program.
3. **Period of Performance.** The period of performance for this requirement will be for one (1) base year and four (4) option years. The base year is anticipated to begin 14 May 2014 through 13 May 2015.
4. **Scope.** Provide technical support to COMOPTEVFOR's Command Information Office (CIO) on installed ORACLE and IBM WebSphere applications. Specific support is required for maintenance, upgrade, and technical support for the Oracle E-Business Suite and the Unclassified Test & Evaluation System (UTES) applications.
 - a. **E-Business Suite Technical Support:** Contractor will provide technical support to the CIO to assess Oracle E-Business Suite Enterprise operational deficiencies and provide/implement recommended solutions. Contractor will work with the Data Center Application and Optimization (DCAO) team to implement transition of the application to centralized Navy data center.
 - b. **Unclassified Test and Evaluation System (UTES) Technical Support:** Contractor will provide technical support for the UTES application. Additionally contractor will continue working with DCAO team to determine the best architecture for migrating UTES to the DCAO environment. This includes, but is not limited to, migrating the UTES application to the ORACLE platform or maintaining the Sybase infrastructure. In either case the contractors work will include separation of database and application tiers. Additionally, contractor shall develop a Plan of Action and Milestones (POA&M) to implement transition of the application to centralized Navy data center.
 - c. **Place of Performance:** All work shall be performed at the customer site. The customer location is:

Commander, Operational Test and Evaluation Force

7970 Diven Street

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Norfolk, VA 23505-1498

d. The contractor shall comply with all applicable COMOPTEVFOR instructions with special emphasis on the COMOPTEVFORINST 5239 series, specifically COMOPTEVFORINST 5239.3C regarding the use of non-government hardware and software, and proper use of E-mail and the Internet.

5. Specific Tasking.

a. E-Business Suite Technical Support:

i. Liaise and provide technical support for the CIO and Comptroller departments to increase effective utilization of the Oracle 11i E-Business Suite Applications (Federal version) - (Purchasing, iProcurement, Projects, General Ledger, Federal Administration, Accounts Receivable, Accounts Payable, Financial Analyzer, Applications Desk Top Integrator (ADI), Workflow, and Reporting).

ii. Provide technical and on-site support for the CIO and Comptroller departments for Year End Closings which occur the last week of September and the first week of October each calendar year. Tasks include, but are not limited to configuring the application for new COTF accounting calendars; new fiscal year financial segments; accounting flex field values and subheads; and establishing/adjusting financial periods as required.

iii. Continue research, provide recommendations, and implement potential options to integrate custom conversions, interfaces and extensions in the E-Business Suite applications to design, create, test and implement ties to applications such as STARS. Provide technical expertise in the area of business & workflow processes that will productively assist the end users and developers in troubleshooting problems, customizing the applications, and correcting data problems. Support analyst must interface with the IT operations staff, developers, and the end-users in either technical or functional discussions.

iv. Assist in the management of the day-to-day maintenance of Oracle E-Business Suite applications. Provide technical expertise to identify/resolve high level system issues as well as assist users/finance personnel in correcting day-to-day operational issues. Troubleshoot workflow manager, concurrent manager, and document manager problems as they occur. Interact with other team members to determine optimal implementation techniques.

v. Design, test, and provide customized reports and/or report templates in response to user requests from Comptroller or CIO personnel utilizing Oracle Business Intelligence (BI) Publisher.

vi. Implement, test and support new releases to Oracle 11i E-Business Suite Applications.

vii. Develop, promulgate, and provide procedures and user training for customized report generation to access data utilizing Oracle BI.

viii. Create applicable SOP's and provide user training.

ix. Complete transition of E-Business Suite application to the Navy centrally managed data center by end of 4QFY14.

b. UTES Technical Support:

i. Liaise and provide technical support for system users to enhance their understanding of the operational capabilities of the application as well as field comments for future programmatic application enhancements.

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ii. Utilize existing COTF support contracts to interface with IBM and Oracle Technical Support for information gathering, troubleshooting, and general technical support leading to problem resolution for issues encountered during security patches, software installs, upgrades, etc.

iii. Upgrade core technology (IBM Websphere/SYBASE) utilized in UTES application. Develop POA&M to separate the database and application tiers. Support analyst must interface with other CIO staff members, database administrator, and with the COTF end-user representatives in either technical or functional discussions.

iv. Work as part of the Knowledge Management team to provide 24x7 support, when required.

v. Complete transition of UTES application to the Navy centrally managed data center by end of 4QFY14.

6. Deliverables.

- a. Monthly progress reports (CDRL A001)
- b. Patch / Upgrade reports (CDRL A002)
- c. Document Control/Change Management Reports (CDRL A003)
- d. UTES Change Management report (CDRL A004)
- e. Annual Summary reports (CDRL A005)

7. Quality Standards. The contractor shall adhere to all relevant instructions/standards relating to Navy operational test and evaluation (OT&E). See CDRLS Attachment.

- a. Monthly Progress Report (CDRL A001)

Measurement/Metric – Accuracy and timeliness

Performance Standard:

- Accuracy - no rejected reports due to major discrepancy.
- Timeliness – within 5 days (defined as working days) after completion of reporting period

Maximum Error Rate – Accuracy: 0% Timeliness: 16%

- b. Patch/Upgrade Report (CDRL A002)

Measurement/Metric – Accuracy and timeliness

Performance Standard:

- Accuracy - no rejected reports due to major discrepancy.
- Timeliness – within 5 days (defined as working days) after review of documentation

Maximum Error Rate – Accuracy: 0% Timeliness: 16%

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c. Document Control/Change Management reports (CDRL A003)

Measurement/Metric – Accuracy and timeliness

Performance Standard:

- Accuracy - no rejected reports due to major discrepancy.
- Timeliness – within 5 days (defined as working days) after review of documentation

Maximum Error Rate – Accuracy: 0% Timeliness: 16%

d. UTES Change Management report (CDRL A004)

Measurement/Metric – Accuracy and timeliness

Performance Standard:

- Accuracy - no rejected reports due to major discrepancy.
- Timeliness – within 5 days (defined as working days) after review of documentation

Maximum Error Rate – Accuracy: 0% Timeliness: 16%

e. Annual Summary Report (CDRL A005)

Measurement/Metric – Accuracy and timeliness

Performance Standard:

- Accuracy - no rejected reports due to major discrepancy.
- Timeliness – within 5 days (defined as working days) after completion of reporting period

Maximum Error Rate – Accuracy: 0% Timeliness: 16%

8. Experience Requirements. Offeror’s proposal shall reflect the minimum personnel experience requirements as shown below.

a. Certification Requirements:

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

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

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

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3. This position requires an IAT level II certification (http://iase.disa.mil/eta/iawip/content_pages/iabaseline.html).

ii. Documentation supporting the information assurance certification status of candidates shall be included as part of contract proposals.

iii. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing privileged user functions and will be dismissed from this task order.

b. E-Business Suite / UTES Technical Support Experience:

i. Must possess Oracle E-Business Suite experience in a government agency environment. Must have Oracle certified training in the implementation of E-Business Suite modules.

ii. Must have recent (within the last two (2) years) experience in Oracle Federal Financials.

iii. Must have a minimum of 3 years recent (within the past 5 years) experience supporting Oracle E-Business Suite 11i and be functionally proficient in Purchasing, Accounts Payable, Accounts Receivable, I-Procurement, General Ledger, Federal Admin, Financial Analyzer, Applications Desk Top Integrator (ADI), Workflow, Discoverer and Reporting.

iv. Must be able to communicate technical information and concepts to non-technical personnel and customers in writing and verbally.

v. Must be able to fully understand, analyze, and discuss functional solution requirements, provide expertise and recommend alternative solutions.

vi. Must be able to understand the business and transaction flows of the following Oracle Application modules, both from a functional and technical perspective: Purchasing, Accounts Payable, Accounts Receivable, I-Procurement, General Ledger, Federal Admin, Financial Analyzer, Applications Desk Top Integrator (ADI), Workflow, Discoverer and Reporting.

vii. Must be an independent worker capable of setting milestones, communicating project status, completing a minimum of weekly status reports, writing a complete technical design, and providing immediate feedback in critical situations.

viii. Must be able to utilize Oracle Business Intelligence to analyze and discuss functional solution requirements to create custom report templates as needed.

ix. Recent (within the last two (2) years) background and programming experience: in the core technologies of Oracle SQLPlus, Oracle PL/SQL, and JAVA; Reporting tool: Oracle BI; and Development tools: Toad, Dreamweaver (or other Oracle Development tools).

9. Travel. Travel is not typically required, but may be authorized as determined necessary in the performance of assigned tasking.

10. Work Location. All work will normally be performed on-site at COMOPTEVFOR, specifically within the Command Information Office.

11. Work hours. The Government requires full time support within the core hours of 0700 to 1630; however, the contractor should anticipate that working outside the core hours may be required on occasion. Should working outside the normal core hours be required, the Government will allow a shift in the contractor's start and end time. Work is based on an expected 40-hour work week.

12. Security Clearance.

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a. Required. A security clearance of SECRET is required for personnel supporting this task. Any personnel proposed to work on this effort shall have the necessary clearances to immediately begin performance at the time of task award. Delays in performance will not be permitted to allow time for necessary clearances to be obtained.

b. Access badges. Permanent COMOPTEVFOR badges will be issued only to contractors whose contract specifies that the performance location will be on-site (at COMOPTEVFOR). To be issued a permanent badge, the contractor's home office must provide their employee with a copy of their Work Authorization Memo (WAM) which identifies the authorized company employee, associated contract numbers and the contract period of performance. Upon check-in to COTF, the contractor must present a copy of their WAM. All contractors must check in with the Contracting Officer's Representative and Security Manager prior to being issued a badge. The permanent badge will be issued for twelve months or the duration of the contract, whichever is less.

13. Invoices.

a. DFARS 252.232-7003 requires contractors to electronically submit invoices for payment via Wide Area Work Flow (WAWF) – Receipt and Acceptance, <https://wawf.eb.mil>.

b. The Period of Performance (POP) for each invoice will be for one calendar month. The contractor shall submit only one invoice per month per order/contract. Included with the invoice will be all back-up documentation required such as, but not limited to, travel authorizations and monthly timesheets. If the invoice is received without all of the required backup documentation, the invoice will be rejected.

14. Points of Contact.

Client Representatives:

Technical Point of Contact (TPOC): Command Information Officer (CIO): Cecilia T. Greene (Code 20), 757-282-5546, ext. 3055.

Contracting Officer's Representative (COR): Timothy R. Burrows (Code 8311), 757-282-5546, ext. 3136

Procuring Contracting Officer (PCO): Terri McGeein, 757-443-1450.

Contract Specialist: Morgan Byrum, 757-443-1391

Administrative Contracting Officer (ACO): Jill Joscelyn, 757-443-1219.

15. NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Applications (ECMRA):

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the COMOPTEVFOR ORACLE E-BUSINESS SUPPORT/UTES TECHNICAL SUPPORT via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the

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

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

ORACLE SUPPORT SERVICES (CIO Division)

COMOPTEVFOR NORFOLK, VA

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and in subsequent task orders issued there under. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or her duly authorized representative.

3. SCOPE

The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

COR (COR) - An individual designated in writing by the Contracting Officer to act as their authorized representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer. COR limitations are contained in the written letter of appointment.

5. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

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

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

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Customer Feedback – Customer feedback may be obtained from random customer complaints. Appropriate forms will be made available by the COR for the patrons. The COR shall have sole custody of the suggestion box. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Inspections – Each phase of the services rendered under the contract is subject to Government inspection during the Contractor’s operations and after completion of a task. Inspections may be routine functions performed by the COR or performed by others within the CIO division. The Contractor shall not substitute Government inspection for effective quality control. Government inspections may be conducted in an unannounced manner by the COR or other individuals designated outside the COMOPTEVFOR organization. The COR shall maintain a Contract Discrepancy Report (CDR), a copy of which will be provided to the Contractor. Within three days, the Contractor shall reply in writing to CDR(s) by stating reason(s) for unsatisfactory performance(s) and shall identify the corrective action(s) that will be taken to prevent recurrence(s).

Performance Evaluation Meetings – During the first two months of the contract, the Contractor’s Project Manager will meet weekly with the COR. Such meetings will be conducted at least monthly thereafter. The purpose of these meetings will be to review the Contractor’s performance and to will include the issuance of any CDR(s) issued during the period. A mutual effort will be made to resolve all problems identified.

QA Surveillance Items - The following PBSC items are identified within the Performance Based Statement of Work (PBSOW) presented in Section J of the solicitation as an attachment and are to be monitored under this QASP.

CDRL, Data Item A001, Monthly Progress Report

Measurement/Metric – Accuracy and timeliness

Performance Standard: – Accuracy - no rejected reports due to major discrepancy.

- Timeliness – within 5 days (defined as working days) after completion of reporting period

Maximum Error Rate – Accuracy: 0% Timeliness: 16% (within 5 days)

CDRL, Data Item A002, Patch/Upgrade Report

Measurement/Metric – Accuracy and timeliness

Performance Standard: – Accuracy - no rejected reports due to major discrepancy.

- Timeliness – within 5 days (defined as working days) after completion of task

Maximum Error Rate – Accuracy: 0% Timeliness: 16% (within 5 days)

CDRL, Data Item A003, Document Control/Change Management Reports

Measurement/Metric – Accuracy and timeliness

Performance Standard: – Accuracy - no rejected reports due to major discrepancy.

- Timeliness – within 5 days (defined as working days) after completion of reporting period

Maximum Error Rate – Accuracy: 0% Timeliness: 16% (within 5 days)

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CDRL, Data Item A004, UTES Change Management report

Measurement/Metric – Accuracy and timeliness

Performance Standard: – Accuracy - no rejected reports due to major discrepancy.

- Timeliness – within 5 days (defined as working days) after completion of reporting period

Maximum Error Rate – Accuracy: 0% Timeliness: 16% (within 5 days)

CDRL, Data Item A005, Annual Summary Report

Measurement/Metric – Accuracy and timeliness

Performance Standard: – Accuracy - no rejected reports due to major discrepancy.

- Timeliness – within 5 days (defined as working days) after completion of reporting period

Maximum Error Rate – Accuracy: 0% Timeliness: 16% (within 5 days)

7. DOCUMENTATION

The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. All such records will be retained for the life of this contract. Information in the Quality Assurance file will be considered when completing the annual Contractor’s Performance Assessment Reporting Systems report.

Performance Requirement Summary – CIO ORACLE SUPPORT					
PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	PERFORMANCE METRICS	PERFORMANCE INCENTIVES	TASK ORDER LINKAGE REFERENCE

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Performance Requirement Summary – CIO ORACLE SUPPORT

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	PERFORMANCE METRICS	PERFORMANCE INCENTIVES	TASK ORDER LINKAGE REFERENCE
CDRL A001 Monthly Progress Report	Accuracy Timeliness	no rejected reports due to major discrepancy within 5 days (defined as working days) after end of reporting period	0% error rate 16% (five days)	FAR Clause 52.246-6 Inspection – Time-And-Material and Labor-Hour, paragraph (f), such as replacement or correction of services; reduction of hourly rate for labor hours incurred in the replacement or correction; deduct increase replacement cost from amounts due; terminate for default.	SOW Para 6a
CDRL A002 Patch/Upgrade Report	Accuracy Timeliness	no rejected reports due to major discrepancy within 5 days (defined as working days) after review of documentation	0% error rate 16% (five days)	FAR Clause 52.246-6 Inspection – Time-And-Material and Labor-Hour, paragraph (f), such as replacement or correction of services; reduction of hourly rate for labor hours incurred in the replacement or correction; deduct increase replacement cost from amounts due; terminate for default.	SOW Para 6b

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Performance Requirement Summary – CIO ORACLE SUPPORT

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	PERFORMANCE METRICS	PERFORMANCE INCENTIVES	TASK ORDER LINKAGE REFERENCE
CDRL A003 Document Control/ Change Management	Accuracy Timeliness	no rejected reports due to major discrepancy within 5 days (defined as working days) after review of documentation	0% error rate 16% (5 days)	FAR Clause 52.246-6 Inspection – Time-And-Material and Labor-Hour, paragraph (f), such as replacement or correction of services; reduction of hourly rate for labor hours incurred in the replacement or correction; deduct increase replacement cost from amounts due; terminate for default.	SOW Para 6c
CDRL A004 UTES Change Report	Accuracy Timeliness	no rejected reports due to major discrepancy within 5 days (defined as working days) after review of documentation	0% error rate 16% (5 days)	FAR Clause 52.246-6 Inspection – Time-And-Material and Labor-Hour, paragraph (f), such as replacement or correction of services; reduction of hourly rate for labor hours incurred in the replacement or correction; deduct increase replacement cost from amounts due; terminate for default.	SOW Para 6d

Performance Requirement Summary – CIO ORACLE SUPPORT

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	PERFORMANCE METRICS	PERFORMANCE INCENTIVES	TASK ORDER LINKAGE REFERENCE
CDRL A005 Annual Summary Report	Accuracy Timeliness	no rejected reports due to major discrepancy within 5 days (defined as working days) after completion of reporting period	0% error rate 16% (5 days)	FAR Clause 52.246-6 Inspection – Time-And-Material and Labor-Hour, paragraph (f), such as replacement or correction of services; reduction of hourly rate for labor hours incurred in the replacement or correction; deduct increase replacement cost from amounts due; terminate for default.	SOW Para 6e

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SECTION F DELIVERABLES OR PERFORMANCE

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

5001	5/14/2014 - 5/13/2015
5002	5/14/2015 - 5/13/2016
5003	5/14/2016 - 5/13/2017

CLIN - DELIVERIES OR PERFORMANCE

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

5001	5/14/2014 - 5/13/2015
5002	5/14/2015 - 5/13/2016
5003	5/14/2016 - 5/13/2017

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

5004	5/14/2017 - 5/13/2018
5005	5/14/2018 - 5/13/2019

Services to be performed hereunder will be provided at:
Commander, Operational Test and Evaluation Force
7970 Diven St
Norfolk VA, VA 23505-1498

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
 Nicole Von Der Heyde, 831
 7970 Diven St
 Norfolk VA, VA 23505-1498
Nicole.VonDerHeyde@cotf.navy.mil
 757-282-5546

In accordance with DFARS PGI 204.7108, since modification four includes two separate lines of accounting, each being from separate Fiscal years, the following applies;

252.204-0009 Contract-wide: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

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).

2-IN-1

(Contracting Officer: Insert applicable document type(s).)

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

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

N/A

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

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC N68732

Issue By DoDAAC N00189

Admin DoDAAC N00189

Inspect By DoDAAC N/A

Ship To Code N/A

Ship From Code N/A

Mark For Code N/A

Service Approver (DoDAAC) N/A

Service Acceptor (DoDAAC) N57023

Accept at Other DoDAAC

LPO DoDAAC N57023

DCAA Auditor DoDAAC N/A

Other DoDAAC(s) N/A

(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.

alison.coutu@cotf.navy.mil

patricia.appleby@cotf.navy.mil

LPO: kevin.raad@cotf.navy.mil, 757-282-5546-3355

(g) WAWF point of contact.

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

N/A

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

(End of clause)

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In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: TERRI McGEEIN
Address: 1968 GILBERT STREET
SUITE 600, CODE 230.2
NORFOLK, VA 23511-3392
Phone: 757-443-1450

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: JILL JOSCELYN-SMITH
Address: 1968 GILBERT STREET
SUITE 600, CODE 230.3
NORFOLK, VA 23511-3392
Phone: 757-443-1219

3. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS COLUMBUS CENTER
Address: P.O. BOX 182264
COLUMBUS OH 43218-2264

4. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

COR Name: TIMOTHY BURROWS
Address: 7970 DIVEN STREET
NORFOLK, VA 23505
Phone: 757-282-5546 X 3136

(End of text)

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CONTRACT ADMINISTRATION PLAN (CAP)
FOR FIXED PRICE CONTRACTS

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

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

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

a. Technical Interface

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

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

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond

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enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

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

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

c. Invoice Review and Approval/Inspection and Acceptance

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

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

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

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

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

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

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

f. Government Furnished Property. When government property is to be furnished to the contractor, the

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COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

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

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

i. Written Report/Contract Completion Statement.

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

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

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

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

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Not Applicable.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six months.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

[REDACTED] An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

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

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

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

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

[REDACTED]

[REDACTED]

[REDACTED]

(End of clause)

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

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of

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this contract shall constitute a change under the "Changes" clause of this contract.

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

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

PCO
Terri McGeein
1968 Gilbert Street, Norfolk, VA 23511
757-443-1450

ACO
Jill Joscelyn-Smith
1968 Gilbert Street, Norfolk, VA 23511
757-443-1219

(End of Clause)

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information
(July 2013)

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

APPLICABILITY

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

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

ACCESS TO FEDERAL FACILITIES

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

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI).

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

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

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

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

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

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

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

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled

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base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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

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

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

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

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

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

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

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

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must

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submit for all employees each of the following:

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

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