

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 18-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N00189-09-MR-57160		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY FISC Norfolk, Contracting Dept Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 rhoda.meyer@navy.mil 215-697-9645	CODE N00189	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Serco, Inc. 1818 Library Street, Suite 1000 Reston VA 22190-5619	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4114-EX10		
CAGE CODE 022Q2	FACILITY CODE 928859149	[X]	10B. DATED (SEE ITEM 13) 01-Aug-2007

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 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
<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) Kenneth Bullock, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Kenneth Bullock (Signature of Contracting Officer)	19-Feb-2009

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GENERAL INFORMATION

The purpose of this modification is to incorporate a Quality Assurance Surveillance Plan (QASP) into Section G. Contractor agreement received via email dtd 17 Feb 09. A conformed copy of this Task Order is attached to this modification for information purposes only.

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$684685.60 to \$684685.60.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
2020	Contractor shall provide services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts - Task I (TBD)	10.0	LM	\$9,245.83	\$92,458.30
2021	Contractor shall provide services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts - Task 1 (TBD)	12.0	LM	\$18,969.30	\$227,631.60
2022	Contractor shall provide services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts - Task 2. (TBD)	10.0	LM	\$9,245.82	\$92,458.20
2023	Contractor shall provide services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts - Task 2. (TBD)	12.0	LM	\$9,878.00	\$118,536.00
2024	Additional Lead Analyst effort for the period 28 September 2007 through 31 March 2008.				\$56,480.00

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2024AA	Lead Analyst (TBD)	1.0 Lot	\$380.00	\$380.00
2024AB	Lead Analyst (TBD)	6.0 LM	\$9,350.00	\$56,100.00
2025	Lead Analyst (TBD)	2.0 LM	\$9,413.50	\$18,827.00
2026	Lead Analyst (TBD)	4.0 LM	\$9,413.50	\$37,654.00
2027	Lead Analyst (TBD)	3.0 LM	\$9,413.50	\$28,240.50
2028	Lead Analyst (Individual months of this option may be exercised as needed.) (TBD) Option	3.0 LM	\$9,413.50	\$28,240.50

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3020	Travel and ODC's in support of CLIN 2020 (TBD)		1.0 Lot	\$2,800.00
3021	Travel and ODCs in support of CLIN 2021. (TBD)		1.0 Lot	\$3,400.00
3022	Travel and ODC's in support of CLIN 2022 (TBD)		1.0 Lot	\$2,800.00
3023	Travel and ODC's in support of CLIN 2023 (TBD)		1.0 Lot	\$3,400.00

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5020	Contractor shall provide services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts - Task 1. (TBD) Option		12.0 LM	\$19,632.52	\$235,590.24
5021	Contractor shall		12.0 LM	\$20,319.19	\$243,830.28

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provide services
in support of the
Strategy for Our
People Workforce
Shaping and
NAVSUP
Competitive
Sourcing Office
(NCSO) efforts -
Task 1. (TBD)
Option

5022	Contractor shall provide services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts - Task 2. (TBD) Option	12.0 LM	\$10,223.03	\$122,676.36
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5023	Contractor shall provide services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts - Task 2. (TBD) Option	12.0 LM	\$10,581.21	\$126,974.52
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6020	Travel and ODC's in support of CLIN 5020 (TBD) Option	1.0	Lot	\$3,400.00
6021	Travel and ODC's in support of CLIN 5021 (TBD) Option	1.0	Lot	\$3,400.00
6022	Travel and ODC's in support of CLIN 5022 (TBD) Option	1.0	Lot	\$3,400.00
6023	Travel and ODC's in support of CLIN 5023. (TBD) Option	1.0	Lot	\$3,400.00

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Estimated Level of Effort:

Labor Category	Base	Option I	Option II	Option III	Totals
Lead Analyst	2560	4480	3840	3840	13120
Lead Analyst	1600	1920	1920	1920	7360
Senior Analyst	48	144	144	144	480
Totals	4208	6544	5904	5904	22560
Est. Travel & ODCs	\$5,600.00	\$6,800.00	\$6,800.00	\$6,800.00	\$22,600.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Section C, Specification Changes effective with Modification 8 :

Replace the current Para 5.10 with the following:

5.10 Provide Total Force Manpower Management System (TFMMS) Update Support. TFMMS is the Navy system of record for Position Records which contain data such as Unit Identification Codes, Organization Codes, Job Codes, Commercial Activity data and other detailed position data. The task is to update the TFMMS database as military and civilian position data changes. The contractor shall:

5.10.1 Shall submit Inherently Governmental/Commercial Activity (IG/CA) Inventory updates directly to TFMMS or via Millington, TN as required. Updates shall identify the correct Unit Identification Code (UIC) information and the mapping of positions to organization codes as well as selecting UICs compatible with funding and staffing accountability.

5.10.2 Shall maintain interfaces with NAVMAC and other manpower and strategic sourcing organizations to implement improved workflow processes and frequency of IG/CA updates in order to improve the currency and validity of manpower information in TFMMS.

Replace the current SECURITY Para 12 with the following:

SECURITY:

NAVSUP responsibility for Total Force Manpower Management System (TFMMS) BSO 23 records requires classified access to Navy SIPERNET. Personnel assigned to Task 2 - NAVSUP Competitive Sourcing Office (NCSO) (CLINS 2022, 2023, 5022, 5023) requires a DoD clearance of "SECRET" to access the Navy Secret Internet Protocol Router Network (SIPRNET) and the TFMMS database.

The highest level of security required under this contract is SECRET as designated on the DD Form 254, Attachment to this contract. A favorably adjudicated National Agency Check with Local Credit Checks (NACLC) current within 10 years is required. The Contractor is responsible for acquiring and maintaining security clearances at the level(s) required under this contract.

The contractor must be eligible to be processed for and granted a United States Facilities Clearance to the Secret Level. The Contractor shall show evidence to the Contracting Officer that the required clearances are being properly pursued within 10 working days of contract award. The Contractor, in a timely manner, will supply all information and data necessary to obtain a United States Facilities Clearance to the Secret Level. This contract may be terminated for default in accordance with the Termination for Default clause herein, in the event that the Contractor does not obtain an interim security clearance within six months after award and the Government has neither caused nor contributed to the delay, nor has failed to process the security clearance.

All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete résumé for the proposed substitute and any other information required by the Contracting

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Officer to approve or disapprove the proposed substitution(s). All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

Per the DoD 5220.22-M and DoD 5220.22-R, contractors requiring access to classified information under the performance of this contract must be U.S. citizens and possess a DoD issued security clearance for the appropriate level. Additionally, access to classified information will be limited to those personnel with the appropriate clearance and a valid need-to-know. Contractor personnel needing access to classified information will hold a clearance at the appropriate level. The contractor shall properly safeguard For Official Use Only (FOUO) information from disclosure and will use it solely for contract performance. All classified material received or generated through this contract will be stored on-site in approved containers. When generating classified information, it is the direct responsibility of the Contractor to ensure that the final product contains proper classification of all elements contained therein and correct overall markings. If a document is to be produced, final placement and verification of markings may be delegated to the responsible editor, but it is incumbent upon the author to provide a draft properly classified by portion. All persons who contribute to the preparation of a classified product must fully understand and comply with the classification and markings requirement

Contractor personnel shall not discuss classified information on an unsecured telephone, or disclose such information to any unauthorized personnel. Classified information can only be discussed in a secure area that has been cleared for open discussion of classified information.

The contractor will immediately report any compromise or suspected compromise of classified material, suspicious behaviors/activities, and missing, lost, stolen, or recovered property to the using agency's Security Officer and the contractor's Cognizant Security Office for immediate attention and corrective action.

The Contractor shall comply with the requirements of and follow guidance outlined in the NISPOM, National Industrial Security Program Operating Manual.

The contractor shall comply with the requirements of the government's IA program at the specific location where the work is performed.

NOTE: Classified or unclassified material/information which is marked "Not releasable to Foreign nations" (NOFORN or NF) may not be released in any form to foreign governments, foreign nations, non-US citizens, or anyone representing a foreign government or foreign private interest without the permission of the originator.

Any Contractor working on the task order must possess a contractor verification classification authorized through the Contractor Verification System (CVS). Process begins with a Visit Access Request to the Contracting Officer's Security Representative M. J. Lively-LaFata, NAVSUP Code 31AX, 717-605-7083, mary.lafata@navy.mil.

Access to classified information will be limited to those personnel with the appropriate clearance and a valid need-to-know.

Secret Internet Protocol Router Network (SIPRNET) access is required. In accordance with the [JCS](#)

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[J6 message DTG 141927Z MAY 02](#), the SPIRNET can be used to process NATO SECRET and below information once each enclave has been accredited by its Designated Accreditation Authority (DAA). Individuals with SIPRNET access will be briefed by the NAVSUP Headquarters Security Manager prior to accessing the system. Upon reassignment or whenever there remains no requirement for continued SIPRNET access a debriefings will be provided. The contractor will ensure that procedures will be incorporated into their out-processing procedures to ensure that personnel are debriefed prior to their departure.

All contract personnel will in-process with the Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure.

In order to maintain access to required systems, the contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required.

Contractor Access to (Unclassified) Information Systems

(Sep 200B) (NAVSUP)

The following security requirements apply to contractor personnel assigned to Task 1.

Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology. A contractor employee, whose work involves access to sensitive unclassified information, warrants a judgment of trustworthiness. Therefore, each contractor employee will have a favorably completed National Agency Check with Written Inquiries (NACI) to ensure the contractor employee assigned to the command will have an investigation equivalent to the National Agency Check with Local Credit Checks (NACLCL). This investigation must be current within 10 years.

DON will no longer permit the assignment of non-U.S. citizen contractor personnel to IT-I and IT-II designated positions. Requests to waive the U.S. citizenship requirement for designated IT-II positions may be submitted through the command Security Manager to CNO (N09N2). IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30. For contractor personnel who currently have a favorably adjudicated NACLCL the Facility Security Officer (FSO) will use the visitor certification program in the Joint Personnel Adjudication System (JPAS) or a visit authorization request (VAR) to provide the individuals investigative information to the Security Manager of the command visited. The contractor will include the IT Position Category per SECNAV M-5510.30 for each person designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

The contractor FSO or security representative will ensure that individuals assigned to the command are US citizens and will ensure completion of the SF-85P. The SF-85P along with the original signed release statements and two applicant fingerprint cards (FD 258) will be forwarded to the command's security manager for receipt at least one week prior to reporting for duty. The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85p along with attachments will be forwarded to the Office of Personnel Management (OPM) who will conduct the NACI investigation. All contract personnel will in-process with the Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure. The completed SF-85P will be reviewed by the security manager for completeness, accuracy and suitability prior to submission.

If the contractor appears suitable after the questionnaire has Enclosure (I) been reviewed, the request will be forwarded to OPM. If there are eligibility issues the FSO will be advised that the

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contractor is unacceptable by the security manager. OPNAV Form 5239/14 the System Authorization Access Request Navy (SAAR-N) is required for all individuals accessing Navy Information Technology resources. The FSO will ensure that the SAAR-N is forwarded to the security manager for receipt at least one week prior to the start date for the individual. Failure to provide the required SF-85P, signed release statements, fingerprint cards and the SAAR-N at least one week prior to the individuals report date will result in delaying the reporting date. Personnel can not be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior. Once the investigation is complete, the results are forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. The DONCAF determination will appear in JPAS as either "TTFavorable" or "No Determination Made". Decisions of no determination made indicate that significant derogatory information is present that prevents a favorable suitability determination. Please note that the determination of the DONCAF is final, there is no due process accommodation for positions of trust that decision is final. If the determination is "No Determination Made" the contractor employee will not be permitted to continue on the contract and will be removed immediately. In order to maintain access to required systems, the contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required.

Performance Work Statement (PWS) for Naval Supply Systems Command Headquarters, Corporate Operations Directorate, Total Force Integration (NAVSUP SUP-33)

1. INTRODUCTION: This task order is for the provision of services in support of the Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO).efforts.

2. BACKGROUND: In the past, the Naval Supply Systems Command (NAVSUP) provided demographics for the claimancy at a summary level, but was not staffed to further breakdown the data. The desire is for activities to have data concerning their staffing and skill needs that is specific to their activity, or community, to assist them in their workforce shaping. Industry leaders have been contacted to determine a method to be used for this analysis. Government workload forecasting tools are also under consideration. Assistance is especially necessary due to the changing workforce as a result of Enterprise Resource Planning (ERP).

The NAVSUP Competitive Sourcing Office (NCSO) provides policy and oversight for NAVSUP Competitive Sourcing efforts; Management of NAVSUP Inherently Governmental/Commercial Activities Inventory; Maintenance of Navy Database of Strategic Sourcing Initiatives (DOSSI); Implementation and maintenance of the Total Force Authorization Requirements System (TFARS); and reconciliation of Navy Strategic Sourcing Program delivery orders. The information used and reported by the Competitive Sourcing Office is highly integrated with the data for workforce shaping purposes. The need to manage the NAVSUP Total Force (military, civilians, and contractors) is evolving as an integrated requirement.

3. SCOPE: This Performance Work Statement (PWS) specifies the tasks to be performed, deliverables to be provided and performance objectives to be met in support of the Strategy for Our People Workforce Shaping efforts and NCSO support. The contractor shall provide assistance, as required.

4. APPLICABLE DOCUMENTS: Manual of Navy Total Force Manpower Policies and Procedures OPNAVINST 1000.16J; OMB Circular No. A-76 of November 2006; OPNAV INSTRUCTION 4860.7D

5. REQUIREMENTS: The contractor shall provide all support necessary to successfully satisfy the requirements and performance objectives of the PWS. The contractor shall:

Task 1 - Strategy for Our People Workforce Shaping

5.1 Provide Logistics Management Institute (LMI) Staffing and Skills Gap Analysis support.

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- 5.1.1 Install LMI workforce planning model on Community Manager/Senior Management workstations.
- 5.1.2 Refresh the LMI Workforce Planning Models by performing data calls for workforce inventory and accession statistics; product and service and demand data; and knowledge and skills parameters.
- 5.1.3 Demo LMI model to activities inside and outside the NAVSUP Enterprise, as requested.
- 5.1.4 Create additional “what if” scenarios for existing LMI Contracting, IT, Financial and Logistics models, as required.
- 5.1.5 Create staffing and skills gap analysis models, based on the LMI model, for other communities within the NAVSUP Enterprise not currently analyzed, as directed.
- 5.1.6 Provide data analysis via pivot tables, charts and graphs for further community examination, as requested.
- 5.2 Provide Individual Development Plan (IDP) Organic Web-Based System Support
- 5.2.1 Provide maintenance and clean-up of Access and Lotus Notes data for the IDP application.
- 5.2.2 Review enhancement requests from customers for feasibility and reasonableness, and assist the Central Design Agency (CDA) in the design and development of these augmentations.
- 5.2.3 Test any corrections/changes made by the CDA to the IDP application.
- 5.2.4 Issue new Access database releases.
- 5.2.5 Provide training to NAVSUP Enterprise administrators/super administrators in the maintenance and use of the Access application.
- 5.2.6 Update and maintain Microsoft Access database for the IDP application, including exporting data from the web-based IDP application and importing it into the Access application, and generation of new reports and queries.
- 5.2.7 Provide “Train-the-Trainer” type of training to customers on the use of the IDP application on the web.
- 5.2.8 Monitor, track and report training completion statistics for dashboard metrics for all NAVSUP activities.
- 5.2.9 Provide implementation support of IDP application for additional activities and users.
- 5.3 Provide NAVSUP Private Website Maintenance Support.
- 5.3.1 Add, delete and update workforce planning entries in the MyNAVSUP website Enterprise and HQ People areas, which include, but is not limited to, information on Developmental Opportunities (DEVOPs) and IDPs.
- 5.3.2 Check links from MyNAVSUP website to other websites and documents to ensure links are still valid and data is accurate.
- 5.4 Provide Strategy for Our People Workforce Shaping Team Support
- 5.4.1 Assist in creation and update of the NAVSUP Strategy for Our People
- 5.4.2 Evaluate other SYSCOMs’ people strategies and compare with NAVSUP’s strategy for the total workforce (military, civilians, contractors).
- 5.4.3 Gather data and generate statistics concerning Strategy for Our People.

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5.5 Provide Littoral Combat Ship (LCS) Support.

5.5.1 Evaluate tasks and required competencies of core LCS crew.

5.5.2 Examine what tasks remain and what move from the LCS ship.

5.5.3 Determine what training and skills are needed for work performed afloat and ashore.

5.6 Provide Budget Assistance Support

5.6.1 Assist NAVSUP Director of Strategy for Our People with creation and

submission of Program Budget Information System (PBIS) transactions in correct

format for future fiscal year military personnel budgets, and future budgeting for both

military and civilian personnel.

5.6.2 Assist NAVSUP Director of Strategy for Our People with update and implementation of the Intelligent Workbook. Validate updates from field activities and reconcile records with PR09 coding rules.

5.6.3 Assist in the development and input of Intelligent Workbook issues that will permit generation of PBIS and Total Force Manpower Management System (TFMMS) issues and updates, and develop manpower mapping statistics.

Task 2 - NAVSUP Competitive Sourcing Office (NCSO)

5.7 Provide Strategic Sourcing Data Management and Metrics Support. The purpose of this task is to help NAVSUP manage the data associated with its strategic sourcing initiatives and to compile, track, and report the numerous and detailed data that is being developed in response to the various commercial activity (CA) initiatives. It is intended that this tasking will validate and recommend improvements to performance measures (metrics) being used by the NAVSUP activities and their respective customers.

5.7.1 Manage CA inventory data input and records. This data is generated by various activities on various initiatives (Household Goods, HAZMAT, Retail Supply, etc.) and is forwarded to NCSO for compilation, analysis, and reporting.

5.7.2 Track costs and savings data for completed A-76 studies.

5.7.3 Develop Plan of Action and Milestones (POA&Ms) for tracking ongoing and completed A-76 studies.

5.7.4 Develop startup packages and management data necessary to track the progress of A-76 studies.

5.7.5 Analyze received data and provide the government with status reports based on the content of the material.

5.7.6 Establish data compilation and tracking procedures so that received information can be quickly found and displayed. Displayed data shall include status of various A-76 initiatives; CA inventory information; status of CA inventory costs; and A-76 savings and cost projections.

5.7.7 Shall maintain a competitive sourcing database to include all formal documents generated during conduct of A-76 studies.

5.8 Provide MEO Post Implementation Reporting. The purpose of this task is to assist the activities in the conduct of Post Most Efficient Organization (MEO) reviews in accordance with OMB Circular No. A-76 of May 2003 and OPNAV INSTRUCTION 4860.7D, and as directed by NCSO. The reviews will complete the documentation identified in the Post Implementation Review Templates issued by OPNAV N124. The contractor shall:

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5.8.1 Shall review the MEO in relation to the Transition Plan, evaluating the MEO's ability to perform the services of the PWS and review performance metrics, including workload and performance information.

5.8.2 Shall compare actual costs with the estimates contained in the in-house cost estimate.

5.8.3 Shall assist the activities engaged in Post MEO reviews being conducted by OPNAV as required.

5.8.4 Shall produce reports of Post MEO reviews, to include the documentation identified in the Post Implementation Review Templates issued by OPNAV N124 both in hard copy and electronic files. Details included in the report are dependent on OPNAV audit requirements and documentation available at the activities. The activities will provide the cost, workload and draft documentation input for consolidation into the template format.

5.9 Provide NAVSUP A-76 Study Support. NAVSUP has the potential to conduct A-76 studies at NAVICP, NAVSISA, and COMFISCS. NCSO provides full life cycle support to complete A-76 tasks to activities during Preliminary Planning, PWS development and PWS reviews, during Independent Reviews of the Management Plan, Appeals/Protests and Implementation. The contractor shall:

5.9.1 Provide research and documentation to support the products required by May 2003 OMB Circular No. A-76, OPNAV INSTRUCTION 4860.7D and as directed by NCSO.

5.9.2 Assist in implementing procedures to access the IG/CA inventory via TFMMS/TMMCA/TFARS.

5.10 Provide Total Force Manpower Management System (TFMMS) Legacy Update Support. The legacy TFMMS will be replaced with a PeopleSoft based system named the Total Force Authorization Requirements System (TFARS) which will be used to maintain Organization Codes, Job Codes, Commercial Activity data and other position data. TFARS will be implemented in 2007 with follow-on spiral updates occurring every six months. The purpose of this task is to identify the data and establish a process to load the legacy TFMMS database with the necessary information to make an efficient transition to the redesigned PeopleSoft TFARS. The contractor shall:

5.10.1 Shall submit Inherently Governmental/Commercial Activity (IG/CA) Inventory updates to Millington, TN. Updates shall identify the correct Unit Identification Code (UIC) information and the mapping of positions to organization codes as well as selecting UICs compatible with funding and staffing accountability as part of the transition from TFMMS to TFARS.

5.10.2 Shall maintain interfaces with NAVMAC and other manpower and strategic sourcing organizations to implement improved workflow processes and frequency of IG/CA updates in order to improve the currency and validity of manpower information in TFARS.

6. DELIVERABLES: The Contractor shall provide the following deliverables in accordance with the schedule provided. Deliverables shall be in contractor format, as approved by NAVSUP, and delivered to the Technical Point of Contact (TPOC) with draft documents being provided to the Government for comment. The Government shall have 5 working days to provide comments. The Contractor shall provide the final report five (5) working days after receipt of Government comments.

6.1 Task 1 - Strategy for Our People Workforce Shaping

Deliverable(s)	Due Date
LMI workforce planning model installed on Senior Mgrs' workstations	As required
Refresh LMI Models	Yearly as required
LMI model demonstrations to enterprise activities and those outside the command; data analysis via pivot tables, charts and graphs as requested by community managers; and create "what if"	As required

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scenarios for existing LMI community models.

Gap analysis models for other NAVSUP enterprise communities	As required
Update and maintain Access database for IDP application and provide clean-up of Access and Lotus Notes data for IDP system	As required
Design and develop approved IDP system enhancements; test corrections/changes to IDP system; and issue new IDP Access database releases	As required
Train administrators and super administrators in maintenance and use of IDP Access application and "Train-the-Trainer" on use of IDP application on the web	As required
Report IDP completion statistics for dashboard metric	Within 20 days following the end of each Quarter
Implement IDP application for additional activities and users	As required
Add, delete, update workforce planning entries on the MyNAVSUP web page and HQ People site, and validate links to other websites	As required
Provide files on products and services and employee data for the Virtual SYSCOM for development of a common employee database	As required
Evaluation of tasks and required competencies of core LCS crew	As required
Examination of remaining tasks on LCS ships and tasks moved ashore	As required
Provide what training and skills are needed for afloat and ashore duties	As required
Program Budget Information System (PBIS) and Program Objective Memo assist	As required
Intelligent Workbook input and data analysis	As required
Travel/Trip Report	Within 10 days following each travel assignment period.

The Contractor shall prepare all reports and accompanying briefings according to determined formats (i.e., MS Word, Power Point). The cover page of all reports shall include as a minimum - Contract Number, Date of Submission, Date of the reporting period, Name, phone number and email address of the submitter/preparer.

6.2 Task 2 - NAVSUP Competitive Sourcing Office (NCSO)

6.2 Deliverables: Task 5.7

Item	Due
Report of CA Inventory	As required

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POA&M for FY97 – FY11 studies	As required
Savings Metrics Reports	As required
Additional Analytical Reports	As required
Final Contract Report Summary	Within 10 days of Contract close-out
NAVSUP Completed Study Report Update	As required
A-76 Analysis Presentations	As required
Accounting Spreadsheet Reports	As required
CA Inventory and Budget Reports	As required
Other Analytical Reports	As required
Travel/Trip Report	Within 10 days following completion of each travel assignment period.

6.2 Deliverables: Task 5.8

Item	Due
Post Implementation Review Reports	As required
POA&M for Reviews	As required
Minutes of Review Meetings	As required
Additional Analytical Reports	As required
Final Contract Report Summary	Within 10 days of Contract close-out
Status Reports (Per MEO)	As required

6.3 Deliverables: Task 5.9

Item	Due
Preliminary Planning Review Report	As required
PWS Requirements Review Report	As required
Independent Review Report	As required
Technical Leveling Report	As required
Appeals Report	As required
DOSSI Updates	As required
Final Contract Report Summary	Within 10 days of Contract close-out
Status Reports (Per A 76 Study)	As required

6.4 Deliverables: Task 5.10

Item	Due
Minutes of Review Meetings	As required
Validation of Employee Position and Data	As required
Validation of Organization/ Job Code/ UIC and Locality data	As required
TFMMS/TFARS Updates	As required

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Status Reports	As required
Final Contract Report Summary	Within 10 days of Contract close-out
Travel/Trip Report	Within 10 days following completion of each travel assignment period.

The Contractor shall prepare all reports and accompanying briefings according to determined formats (i.e., MS Word, Power Point). The cover page of all reports shall include as a minimum - Contract Number, Date of Submission, Date of the reporting period, Name, phone number and email address of the submitter/preparer.

7. QUALITY ASSURANCE PLAN: Section 5 of this performance work statement (PWS) specifies the tasks to be performed, and section 6 specifies the required deliverables. The contractor's performance of this PWS will be measured and evaluated as follows:

Requirement	Performance Measurement	Performance Standard
Task Completion	Timeliness	Tasks completed in required timeframes
	Successful completion	PWS requirements are successfully completed
Contract Deliverable	Timeliness	Deliverables provided in required timeframes
	Content & Format	Deliverable complies with DD Form 1423, CDRL, applicable DIDs or other pertinent ref.
Cost Control	Effective and Efficient Cost Control	An established and effectively implemented QCP.
		Task order completed within firm fixed-price amount.
Level of Effort	Effective and efficient management of workforce	An established and effectively implemented QCP.
		Task Order completed within the negotiated LOE.

8. PLACE OF PERFORMANCE: Primary location is NAVSUP Headquarters, BLDG 309, on the Naval Support Activity, Mechanicsburg, PA., but work may also be performed at various NAVSUP field activities. Some travel may be required. All work-related travel costs will be reimbursed via the contract in accordance with the provisions of the Joint Travel Regulations (JTR). The contractor shall submit a travel/trip report to the TPOC within ten days following each travel assignment period. The travel/trip report shall as a minimum include the following: Name of traveler; Dates of travel; Location of travel; Purpose of Travel; Accomplishments; Action Items; Dates and Location of any follow-on travel, if required; Name of Submitter if different than the traveler; and date of report.

9. GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS: The Government will provide workspace, access to secure and unsecured phone lines, and dedicated computer equipment. Consumables will also be provided.

10. PERIOD OF PERFORMANCE: The basic period of performance will be 01 August 2007 or date of award through 31 May 2008. This contract contains option periods for an additional three years (36 months) of support, 1 June 2008 through 31 May 2009, 1 June 2009 through 31 May 2010 and 1 June 2010 through 31 May 2011 to be exercised at the

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Government's discretion. There is no guarantee any option period will be exercised.

11. TECHNICAL POINT OF CONTACT: Mr. Walter Paskey, NAVSUP Code 33C, 717-605-5919; DSN 430-5919.

12. SECURITY:

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SECTION D PACKAGING AND MARKING

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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

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

2020	8/1/2007 - 5/31/2008
2022	8/1/2007 - 5/31/2008
2024AA	9/28/2007 - 9/29/2007
2024AB	9/30/2007 - 3/30/2008
2025	3/31/2008 - 5/31/2008
3020	6/1/2007 - 5/31/2008
3022	6/1/2007 - 5/31/2008

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

2021	6/1/2008 - 5/31/2009
2023	6/1/2008 - 5/31/2009
3021	6/1/2008 - 5/31/2009
3023	6/1/2008 - 5/31/2009
5020	6/1/2009 - 5/31/2010
5021	6/1/2010 - 5/31/2011
5022	6/1/2009 - 5/31/2010
5023	6/1/2010 - 5/31/2011
6020	6/1/2009 - 5/31/2010
6021	6/1/2010 - 5/31/2011
6022	6/1/2009 - 5/31/2010
6023	6/1/2010 - 5/31/2011

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Walter J Paskey, 33C
PO BOX 2050 5450 Carlisle Pike Bldg 309
Mechanicsburg, PA 17055-0791
walter.paskey@navy.mil
717-605-5919
Contract Specialist
Rhoda J. Meyer, 270.1B
FISC Norfolk Contracting Dept., Philadelphia Office
700 Robins Ave. Bldg. 2B
Philadelphia, PA 19111-5083
TEL: 215-697-9645 EMAIL: rhoda.meyer@navy.mil

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(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 insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of Clause)

SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE

GOVERNMENT OF A TERRORIST COUNTRY (252.209-7004) (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a

terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

DFARS clause 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS, is hereby incorporated by reference.

The following is hereby incorporated:

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WAWF INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil/>. Vendor training is available on the Internet at <http://wawftraining.com/>

A separate invoice will be prepared for every month. Do not combine the payment claims for services provided under this contract.

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.

Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information is provided for completion of the invoice in WAWF:

Issuing Office DODAAC: N00189

Admin DODAAC: S2404A

Acceptor DODAAC: N00023

LPO DODAAC: N00023 NWCF/N00023 O&MN

Pay DODAAC: HQ0338

Acceptor Email: walter.paskey@navy.mil

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The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

NOTE To Payment Office: The SEAPORT E system incorrectly assigned the accounting lines attributed to SLINS 2024 AA and AB with the "AA" accounting ACRN and did not allow for a change through the system. The Line of accounting used for the purpose of funding these SLINS is hereby designated as accounting ACRN "AB".

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QUALITY ASSURANCE SURVEILLANCE PLAN – EX10

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Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

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1. Critical performance processes and requirements. Critical to the performance of services in support of the

Strategy for Our People Workforce Shaping and NAVSUP Competitive Sourcing Office (NCSO) efforts is the timely, accurate and thorough completion of all task order requirements.

2. Performance Standards

-

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

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

c. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior

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and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

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

4. Performance Measurement: Performance will be measured in accordance with the following table:

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

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If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. ***The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options***

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

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

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Accounting Data
SLINID PR Number Amount

2020 92458.30
LLA :
AA 97X4930 NC1X 06003 P464.25 AI 25.23 033181 N000237RC42501

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Standard Number: N000237RC42501

2022 92458.20
 LLA :
 AB 1771804 9T1M 251 J2501 0 068342 2D 78M019 2578M000508M
 Standard Number: N0002307RC8M019

3020 2800.00
 LLA :
 AA 97X4930 NC1X 06003 P464.25 AI 25.23 033181 N000237RC42501
 Standard Number: N000237RC42501

3022 2800.00
 LLA :
 AB 1771804 9T1M 251 J2501 0 068342 2D 78M019 2578M000508M
 Standard Number: N0002307RC8M019

MOD 1

2024AA N0002307RC8M019 380.00
 LLA :
 AA 1771804 9T1M 251 J2501 0 068342 2D 78M019 2578M000508M

2024AB N0002307RCM019 56100.00
 LLA :
 AA 1771804 9T1M 251 J2501 0 068342 2D 78M019 2578M000508M

MOD 5

2025 18827.00
 LLA :
 AC 1781804 9T1M 251 J2501 0 068342 2D 88M007 2578M000508M
 Standard Number: N0002308RX8M007

MOD 6

2021 227631.60
 LLA :
 AC 1781804 9T1M 251 J2501 0 068342 2D 88M007 2578M000508M
 Standard Number: N0002308RX8M007

2023 118536.00
 LLA :
 AD 97X4930 NC1X 06003 P464.25 AI 25.23 033181 N000238RX42501
 Standard Number: N000238RX42501

2026 37654.00
 LLA :
 AC 1781804 9T1M 251 J2501 0 068342 2D 88M007 2578M000508M
 Standard Number: N0002308RXM007

3021 3400.00
 LLA :
 AC 1781804 9T1M 251 J2501 0 068342 2D 88M007 2578M000508M
 Standard Number: N0002308RXM007

3023 3400.00
 LLA :
 AD 97X4930 NC1X 06003 P464.25 AI 25.23 033181 N000238RX42501
 Standard Number: N000238RX42501

MOD 7

2027 28240.50
 LLA :
 AE 1791804 9T1M 253 00023 0 050120 2D 000000 A00000097135
 Standard Number: N0002309RX3A000

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following clause is hereby incorporated:

Contractor Access to (Unclassified) Information Systems(Sep 200B) (NAVSUP)

Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology. A contractor employee, whose work involves access to sensitive unclassified information, warrants a judgment of trustworthiness. Therefore, each contractor employee will have a favorably completed National Agency Check with Written Inquiries (NACI) to ensure the contractor employee assigned to the command will have an investigation equivalent to the National Agency Check with Local Credit Checks (NACLCL). This investigation must be current within 10 years.

DON will no longer permit the assignment of non-U.S. citizen contractor personnel to IT-I and IT-II designated positions. Requests to waive the U.S. citizenship requirement for designated IT-II positions may be submitted through the command Security Manager to CNO (N09N2). IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

For contractor personnel who currently have a favorably adjudicated NACLCL the Facility Security Officer (FSO) will use the visitor certification program in the Joint Personnel Adjudication System (JPAS) or a visit authorization request (VAR) to provide the individuals investigative information to the Security Manager of the command visited. The contractor will include the IT Position Category per SECNAV M-5510.30 for each person designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

The contractor FSO or security representative will ensure that individuals assigned to the command are US citizens and will ensure completion of the SF-85P. The SF-85P along with the original signed release statements and two applicant fingerprint cards (FD 258) will be forwarded to the command's security manager for receipt at least one week prior to reporting for duty. The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85p along with attachments will be forwarded to the Office of Personnel Management (OPM) who will conduct the NACI investigation. All contract personnel will in-process with the Security Manager and Information Assurance Manager upon arrival to the command and will out-process prior to their departure. The completed SF-85P will be reviewed by the security manager for completeness, accuracy and suitability prior to submission. If the contractor appears suitable after the questionnaire has been reviewed, the request will be forwarded to OPM. If there are eligibility issues the FSO will be advised that the contractor is unacceptable by the security manager. OPNAV Form 5239/14 the System Authorization Access Request Navy (SAAR-N) is required for all individuals accessing Navy Information Technology resources. The FSO will ensure that the SAAR-N is forwarded to the security manager for receipt at least one week prior to the start date for the individual.

Failure to provide the required SF-85P, signed release statements, fingerprint cards and the SAAR-N at least one week prior to the individuals report date will result in delaying the reporting date. Personnel can not be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior.

Once the investigation is complete, the results are forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. The DONCAF determination will appear in JPAS as either "Favorable" or "No Determination Made".

Decisions of no determination made indicate that significant derogatory information is present that prevents a favorable suitability determination. Please note that the determination of the DONCAF is final, there is no due process accommodation for positions of trust that decision is final. If the determination is "No Determination Made" the contractor employee

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will not be permitted to continue on the contract and will be removed immediately.

In order to maintain access to required systems, the contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required.

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

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 current performance period.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment I - DD 254

Attachment II - TFMMS Classification Guide