

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
10

3. EFFECTIVE DATE  
31-Jan-2017

4. REQUISITION/PURCHASE REQ. NO.  
H912697013A242

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S3605A

NAVSUP FLC Norfolk, Detachment Philadelphia  
700 Robbins Avenue, Bldg. 2B  
Philadelphia PA 19111-5083

DCMA DAYTON  
AREA A, BUILDING 30, 1725 VAN PATTON  
DRIVE  
WRIGHT-PATTERSON AFB OH 45433-5302

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Battelle Memorial Institute  
505 King Ave  
Columbus OH 43201-2696

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7640 / N00178-14-D-7640-EX01

10B. DATED (SEE ITEM 13)

21-May-2015

CAGE CODE 79986

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
FAR 52.232-22 Limitation of Funds (APR 1984)

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)

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY

31-Jan-2017

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

**GENERAL INFORMATION**

The purpose of this modification is to provide incremental funding for the current option period (Option 1). [REDACTED] is allocated to CLIN 7002. The applicable Requisition/ASR Number is H91269-7013-A242. See the following pages for details. All other terms and conditions are unchanged. 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] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700202	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]

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

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

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 1 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Labor (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
700001	R425	Incremental funding provided for base year labor. ACRN AA provides ██████████ Reference document: H91269-4183-A413 (Fund Type - OTHER)					
700002	R425	Incremental funding provided for base year labor. (Fund Type - OTHER)					
700003	R425	Incremental funding provided for base year labor. ACRN AC provides ██████████ Reference document: H91269-5267-A523 (Fund Type - OTHER)					
7001	R425	Base Travel (Fund Type - OTHER)	1.0	LO	\$ ██████████	██████████	██████████
700101	R425	Incremental funding for base year travel. (Fund Type - OTHER)					
700102	R425	Incremental funding provided for base year labor. ACRN AC provides ██████████ Reference document: H91269-5267-A523 (Fund Type - OTHER)					
7002	R425	Opt 1 Labor (Fund Type - OTHER)	1.0	LO	\$ ██████████	██████████	██████████
700201	R425	(Fund Type - OTHER)					
700202	R425	(Fund Type - OTHER)					
7003	R425	Opt 1 Travel (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
700301	R425	(Fund Type - OTHER)					
7004	R425	Opt 2 Labor (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████
7005	R425	Opt 2 Travel (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████
7006	R425	Opt 3 Labor (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████
7007	R425	Opt 3 Travel (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	██████████

DATA LINE ITEM (NOT SEPARATELY PRICED) (FISC DET PHILA) (OCT 1992)

Contractor data to be furnished in accordance with DD Form 1423, which will be attached to individual task orders issued under

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 2 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

this contract.

LEVEL OF EFFORT (COST TYPE CONTRACT) (FISC DET PHILA) (JUN 1995)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 57,472 estimated man hours of direct labor. If all options are exercised by the Government, the level of effort for the performance of this contract will be increased by an additional 172,416 estimated man hours of direct labor, for a total level of effort of 229,888 estimated man hours of direct labor (hereinafter referred to as the “Estimated Total Hours”).

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

BASE (57,472 Labor Hours)

OPTION I (57,472 Labor Hours)

OPTION II (57,472 Labor Hours)

OPTION III (57,472 Labor Hours)

Labor Categories / Labor Hours Note: The corresponding hours for each labor category shall be used for the base and each of the subsequent three (3) option periods.

CBRN ANALYST/640

CBRN STRATEGIC ANALYST/608

EXPERT CBRN ANALYST/296

EXPERT CBRN DATABASE DEVELOPER/ENTERPRISE SYSTEM  
ARCHITECT/4,200

EXPERT CBRN REQUIREMENTS ANALYST/12,672

EXPERT CBRN STRATEGIC ANALYST/4,428

EXPERT INTELLIGENCE ANALYST/340

EXPERT MEDICAL CBRN REQUIREMENTS ANALYST/885

INFORMATION MANAGEMENT SPECIALIST/4,436

INTELLIGENCE ANALYST/260

OPERATIONAL MEDICAL ANALYST/3,339

PROJECT MANAGER/1,040

SECURITY SPECIALIST/2,080

SENIOR CBRN ANALYST/160

SENIOR CBRN ENTERPRISE SYSTEM ARCHITECT/4,848

SENIOR CBRN PROGRAM & BUDGET ANALYST/1,040

SENIOR CBRN REQUIREMENTS ANALYST/7,928

SENIOR CBRN STRATEGIC ANALYST/4,388

SENIOR INTELLIGENCE ANALYST/312

SENIOR MEDICAL CBRN REQUIREMENTS ANALYST/2,532

TECHNICAL INFORMATION MANAGER/1,040

TOTAL/57,472

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 3 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

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

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years. (f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated man hours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

#### LEVEL OF EFFORT - DELIVERY/TASK ORDER PERFORMANCE (FISC DET PHILA) (OCT 1992)

It is understood and agreed that the number of hours and the total dollar amount for each labor Personnel Resource Band specified in any task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any Band which may be required and provided for under an individual task order. Accordingly, in the performance of any task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within Bands specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

#### PAYMENT OF FIXED FEE

The fixed fee for work performed under this contract is [REDACTED] provided that approximately [REDACTED] hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than [REDACTED] hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$\_\_(See table below)\_\_ per direct labor hour invoiced by the contractor. All payments shall be in

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 4 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

Lot I [REDACTED]  
Lot II [REDACTED]  
Lot III [REDACTED]  
Lot V [REDACTED]

**COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) (FISC DET PHILA) (OCT 1992)**

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled "Evaluation Criteria and the Basis for Award." If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

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

(a) Definitions.

As used in this provision-

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

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

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

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

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

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

**IDENTIFICATION OF RATIOS (FISC DET PHILA) (OCT 1992)**

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

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 5 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

(c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort. Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

**TABLE TO BE COMPLETED BY OFFEROR**

Labor Category \*Base Hourly per Week Hours Proposed per Week \*\*Ratio \*\*\*Proposed Rate Adjusted for Uncompensated Overtime \*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime. \*\*Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio) \*\*\*Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 6 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **Performance Work Statement (PWS)**

#### **Support to the Joint Requirements Office**

#### **Chemical, Biological, Radiological and Nuclear Defense (JRO-CBRND)**

### **Section 1: Scope**

#### **1.0 Description of Services**

##### **1.1 Background**

In accordance with (IAW) Joint Requirements Oversight Council (JROC) Memorandum 163-02 dated 9 September 2002, the Joint Requirements Office for Chemical, Biological, Radiological and Nuclear (CBRN) Defense (JRO-CBRND) is a Chairman's Controlled Activity (CCA), reporting to the Chairman, Joint Chiefs of Staff (CJCS) through the Director J-8 (Force Structure, Resources, and Assessment Directorate). The JRO-CBRND is chartered to coordinate and integrate Service, Combatant Command, and Joint Staff operational requirements for all Department of Defense (DoD) CBRN Defense programs, and acts as the CJCS focal point for CBRN Defense and countering weapons of mass destruction (CWMD) issues. The JRO-CBRND has an immediate and ongoing need to develop and implement CBRN Defense operational and capstone requirements and the Chemical and Biological Defense Program (CBDP) Program Objective Memorandum (POM) recommendation.

##### **1.2 Purpose**

The Naval Supply Systems Command Fleet Logistics Center Norfolk Detachment Philadelphia is tasked by the JRO-CBRND to provide Contracted Advisory and Assistance Services (CAAS) to support the JRO-CBRND with the development of capability documents and the Chemical and Biological Defense Program (CBDP) Program Objective Memorandum. The products of this award will directly benefit the war-fighter by linking Joint and Multi-Service CBRN Defense requirements to today's dynamic concepts of operation. This award establishes a support framework for the JRO-CBRND to develop Joint requirements within and to lead the development of the CBDP POM. Specifically support is needed to:

**1.2.1** Track the status of staff actions, maintain the JRO's web presence and conduct the physical and personnel security tasks necessary to smoothly operate with the Joint Staff, OSD, Services, Combatant Commands, and the Interagency.

**1.2.2** Staff JRO Liaison Officer positions at USNORTHCOM, USPACOM, USSOCOM, US Army Maneuver Center of Excellence, US Army Medical Department Center & School, and Joint Staff J-7's Joint and Coalition Warfare Center.

**1.2.3** Conduct CBRN Defense strategic analysis.

**1.2.4** Maintain awareness of relevant CBRN intelligence and threat and prepare necessary



CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 7 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

documentation.

**1.2.5** Develop and produce Joint Concepts.

**1.2.6** Produce operational architectures.

**1.2.7** Conduct complex studies.

**1.2.8** Assist to identify operational requirements; develop and manage materiel capabilities documents, including medical.

**1.2.9** Facilitate efficient operation of the CWMD Working Group.

**1.2.10** Assist in contributing to the Joint Doctrine Development Process.

**1.2.11** Draft and coordinate JRO input to reports and plans.

**1.2.12** Assist in preparing attendees and briefers at EXCOMs, IPCs and sub-IPCs assigned to the JRO.

**1.2.13** Assist to identify CBRND non-materiel operational requirements; draft and manage CBRND non-materiel capabilities documents, including medical.

**1.2.14** Develop and update the weekly JRO Synchronization Matrix.

**1.2.15** Support building and coordination of the Chemical and Biological Defense program POM.

**1.2.16** Plan for and schedule JRO-provided/conducted doctrine development, training, and leadership education activities and events, including exercises.

**1.2.17** Assist in drafting and staffing the annual Chemical and Biological Defense Modernization Plan.

**1.2.18** Assist in coordinating capabilities gap assessment (CGA) actions.

**1.2.19** Support external coordination of the Quadrennial Defense Review (QDR) and Chairman's Risk Assessment (CRA).

### **1.3 Reserved**

### **1.4 Security Requirements**

**1.4.1** Clearance Level. The Contractor shall be responsible for obtaining all necessary security clearances in accordance with DoD manual DoD 5220.22M, "National Industrial Security Program Operating Manual" (NISPOM) (NOTE: The NISPOM may be downloaded from the Defense Security Service Website at [www.dss.mil/isec/nispom](http://www.dss.mil/isec/nispom).) Security requirements in the performance of this contract shall be maintained in accordance with DFARS 252.204-7005 (Oral Attestation of Security Responsibilities), FAR 52.204-2 (Security Requirements), and the DD Form 254. The contract document will be unclassified. The Contractor shall handle and maintain classified information IAW DOD security manuals and directives and shall follow and meet the

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 8 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

security requirements as provided in the DD Form 254. Contractor personnel shall be required to obtain and maintain security badges and to adhere to Government security requirements. Contractor staff performing work on this contract are required to have, at a minimum, a TOP SECRET (TS) clearance based on a Single Scope Background Investigation (SSBI) completed within the last 5 years. Some Contractors will be required to have a TOP SECRET (TS) clearance with SCI eligibility based on a Single Scope Background Investigation (SSBI) completed within the last 5 years as noted in paragraph 1.4.1.1 below. Non-US Citizens cannot obtain a security clearance. During the performance of this contract, the contractor may encounter information that is sensitive in nature. Therefore, contractor employees associated with this contract shall sign appropriate Government non-disclosure statements prior to beginning work.

**1.4.1.1** The following Contractor personnel require TS/Sensitive Compartmented Information (SCI) eligibility prior to reporting to any assignment within the Joint Staff, a Combatant Command or one of the Services.

- Project Manager
- JRO Liaison Officer to USNORTHCOM
- JRO Liaison Officer to USPACOM
- JRO Liaison Officer to USSOCOM
- JRO Liaison Officer to USSTRATCOM
- JRO Liaison Officer to J-7's Joint and Coalition Warfighting Center
- Security Specialist
- Technical Information Manager
- Intelligence Analyst
- Senior Intelligence Analyst
- Expert Intelligence Analyst
- Expert CBRN Analyst
- Expert CBRN Strategic Analyst
- Senior CBRN System Architect
- Expert CBRN Requirements Analyst
- Senior CBRN Requirements Analyst, if designated to work requirements for radiological and nuclear defense and nuclear counter proliferation.
- Expert Medical CBRN Requirements Analyst

**1.4.1.2** The JRO Liaison Officer to J-7's Joint and Coalition Warfighting Center shall have training and access to Alternate Compensatory Control Measures (ACCM) in addition to TS/SCI to coordinate exercises where the supported Combatant Command has implemented ACCM for the subject matter of an exercise or an exercise itself.

**1.4.1.3** The Expert or Senior CBRN Requirements Analyst designated by the Contractor to work requirements for radiological and nuclear defense and nuclear counter proliferation issues (e.g. PPD-33) shall have access to Critical Nuclear Weapon Design Information (CNWDI), Formerly Restricted data (FRD) and Restricted Data (RD) in addition to TS/SCI.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 9 of 43	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

**1.4.2 Facility Clearance.** The Contractor shall possess or be eligible to receive and maintain a

Top Secret facility clearance from the Defense Security Service.

**1.4.3 Physical Security.** The contractor shall be responsible for safeguarding all Government

information or property provided for contractor use. At the close of each work period, Government information, facilities, equipment and materials shall be secured as specified.

## **1.5 Travel**

The numbers of trips and numbers of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be approved in advance by the COR. All

travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Joint Travel

Regulations (JTR).

### **Anticipated Annual Travel Location/Purpose/Duration/Frequency/Number of Persons:**

- National Capital Region (NCR)/LNOs to USSTRATCOM Center for Combating WMD
- (SCC-WMD) Global Synchronization Conference (GSC)/up to 6 days/up to 2 trips per year/up to 8 persons. (ALL)
- Aberdeen Proving Ground, MD/Medical Program Reviews/up to 3 days/up to 24 trips per year/up to 3 persons. (MED)
- Brussels, Belgium/NATO Biomedical Advisory Committee/up to 7 days/1 trip per year/1 person. (MED)
- Melbourne, Australia/AUSCANUKUS CBR MOU Medical Countermeasures Meeting/up to 7 days/1 trip per year/1 person. (MED)
- San Antonio, TX/Test & Evaluation Events/up to 7 days/2 trips per year/up to 2 persons. (MED)
- Fort Detrick, MD/Medical Program Reviews/up to 2 days/up to 5 trips per year/1 person. (MED)
- Aberdeen Proving Ground, MD/Program Reviews & Meetings/up to 2 days/up to 24 trips per year/1 person. (CDE)
- Stafford, VA/Program Reviews & Meetings/up to 2 days/up to 26 trips per year/1 person. (CDE)
- Naval Surface Warfare Center - Carderock, MD/Program Reviews & Meetings/up to 2

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 10 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

days/up to 4 trips per year/1 person. (CDE)

- NATO Countries/NATO Committee Meetings/up to 7 days/up to 2 trips per year/1 person. (CDE)
- Fort Benning, GA to Fort Leonard Wood, MO (FLW)/Exercise Coordination/up to 4 days/up to 3 trips year/one person. (CSA)
- Fort Benning, GA to Peterson AFB, CO/Exercise Coordination/up to 5 days/1 trip per year/1 person. (CSA)
- Suffolk, VA/Concept Development Coordination/up to 3 days/up to 20 trips per year/1 person. (CSA)
- Seoul, Korea/Exercise ABLE RESPONSE Planning & Execution/ Planning Conferences: up to 5 days/up to 3 trips per year/1 person; Execution: up to 10 days/up to 2 trips per year/1 person (CRS)
- National Capital Region (NCR)/ Exercise ABLE RESPONSE Planning/up to 5 days/up to 2 trips per year/1 person (CRS)
- Peterson AFB, CO/Exercise ARDENT SENTRY Execution/up to 10 days/1 trip per year/1 person (CRS)
- Wright-Patterson AFB, OH/CBRN-DSCA 101 Guest Speaker at AFIT/up to 2 days/up to 2 trips per year/1 person (CRS)
- Fort Leonard Wood, MO/Captains' Career Course (CCC) Consequence Management (CM) Module-CBRN, EN or MP/up to 3 days/up to 2 trips per year/1 person (CRS)
- Offutt AFB, NE/Exercise GLOBAL LIGHTNING Exercise Planning and Execution/Planning Conference: up to 5 days/1 trip per year/1 person; Execution: up to 5 days/1 trip per year/1 person (CRS)
- TBD/Exercise GLOBAL THUNDER Execution/up to 5 days/1 trip per year/1 person (CRS)
- Fort Belvoir, VA/Exercise KEY RESOLVE Academics/up to 3 days/1 trip per year/1 person (CRS)
- Seoul, Korea/Exercise KEY RESOLVE Execution/up to 10 days/1 trip per year/1 person (CRS)
- TBD/Limited Objective Experiment (LOE) Workshop/up to 5 days/up to 2 trips per year/1 person (CRS)
- MCB Quantico, VA/National Response to Catastrophic& Disruptive Threats Exercise Staff Training and Execution/up to 5 days/up to 2 trips per year/1 person (CRS)
- Panama/PANAMEX Execution/up to 5 days/1 trip per year/1 person (CRS)
- McDill AFB, FL/USSOCOM CBRN IPT Meeting/up to 5 days/1 trip per year/1 person (CRS)
- McDill AFB, FL/USSOCOM CBRN TTX/up to 5 days/1 trip per year/1 person (CRS)
- Norfolk, VA/USSOCOM CBRN TTX/up to 5 days/1 trip per year/1 person (CRS)
- Offutt AFB, NE/STRATCOM BSV BOA TTX Execution/up to 5 days/1 trip per year/1 person (CRS)
- TBD/Exercise SUDDEN RESPONSE/up to 5 days/1 trip per year/1 person (CRS)
- Seoul, Korea/Exercise ULCHI FREEDOM GUARDIAN Execution/up to 10 days/1 trip per year/1 person (CRS)

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 11 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Camp Atterbury, IN, USNORTHCOM Exercise VIBRANT RESPONSE Planning Conferences: 3 days/2 trips per year/1 person; Execution: 14 days/annually/4 persons (CRS)
- TBD/WMD Concept Revision Meeting/up to 5 days/1 trip per year/1 person (CRS)

### **1.7 Recognized Holidays.**

With the caveat that the Contractor may have to support the Government on holidays, weekends and/or off-hours up to 10 percent of the effort, the Contractor is generally NOT required to

perform on the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### **1.8 Type of Contract**

The Government anticipates award of a Cost Plus Fixed Fee (CPFF) task order.

### **1.9 Post Award Conference/Periodic Progress Meetings**

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officer Representative (COR) and/or other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these progress meetings the Contracting Officer will provide feedback to the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Government and contractors shall take appropriate action to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

### **1.10 Identification of Contractor Employees**

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 12 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

participation is appropriately disclosed. Products developed and or produced by the contractor under this contract will retain Government (JRO-CBRND) branding. Contractor personnel may display JRO-CBRND logos on their clothing; contractor logos are not permitted.

## **1.11 Deliverables**

All deliverables become the property of the United States Government.

**1.11.1** Unless otherwise stated, all deliverables shall be submitted in both hardcopy and electronic media in Microsoft Word/PowerPoint/Excel/Access/Visio/Project format.

**1.11.2** All deliverables shall be sent to the COR in accordance with this PWS.

**1.11.3** All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports.

*"The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision, unless so designated by other official documentation."*

## **1.12 Work Continuity**

If a Contractor employee actively performing work under this contract becomes, or is expected to be, unavailable (leave, illness, reassignment or separation) for a period exceeding five work days, the Contractor must immediately assign a suitable replacement to continue that employee's work until the employee returns, is permanently replaced, or the work is complete.

## **Section 2: Applicable Documents**

### **2.0 Specific Regulation or Guidance**

- Department of Defense Directive 5160.05E, Roles and Responsibilities Associated with the Chemical and Biological Defense (CBD) Program (CBDP), 9 October 2008.
- Department of Defense Instruction 3150.09, The Chemical, Biological, Radiological and Nuclear (CBRN) Survivability Policy, 17 August 2009.
- Department of Defense Instruction 5000.02 (Interim), Operation of the Defense Acquisition System, 25 November 2013.
- CJCSI 2700.01E, International Military Agreements for Rationalization, Standardization, and Interoperability (RSI) Between the United States, Its Allies, and Other Friendly Nations, 12 January 2012.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 13 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- CJCSI 3170.01H, Joint Capabilities Integration and Development System, 10 January 2012.
- Charter for the JRO-CBRND, 4 February 2003.
- JCIDS Manual, Manual for the Operation of the Joint Capabilities Integration and Development System, 19 January 2012, as amended.
- JRO memorandum, subject: Staff Professional Development and Certification Policy, 23 April 2013.

### **Section 3 Requirements**

#### **3.1 Kick-Off Meeting**

The Contractor shall schedule and conduct a joint Government, contractor kick-off meeting to review PWS requirements ten (10) days after contract award. The kick-off meeting may be conducted via several methods. The method of the meeting will be determined by the Government. The minutes of the meeting shall be recorded and published in accordance with (IAW) CDRL A001<sub>[m1]</sub>.

#### **3.2 Project Schedule**

The Contractor's schedule for contract execution shall be included in the initial monthly program progress report and updated in subsequent monthly reports as needed.

#### **3.3 Program Progress Report**

The Contractor shall submit monthly program progress reports, in accordance with CDRL A002<sub>[m2]</sub>. Reporting periods will coincide with the period used for the Contractor's monthly invoice. Progress reports will include the following:

- Contractor name and address.
- Contract number and CLIN number.
- Date of report.
- Period covered by report.
- Man-hours expended by two digit contract paragraph (e.g. 3.6) and labor category for the reporting period, and cumulatively during the base or option years.
- Cost curves portraying actual and projected conditions through the technical instruction when appropriate.
- Cost incurred for the reporting period and total contractual expenditures as of report date.
- Description of progress made during period reported, including problem areas encountered

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 14 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and recommendations, if any, for resulting solution beyond the scope of this contract.

- Trips and significant results.
- Plans and recommendations for the next period
- Problems & shortfalls. The contractor shall identify any anticipated technical or funding shortfall or irregularity during the specified period of performance, in writing, not later than two (2) months prior to the anticipated shortfall.
- Contractor performance assessment

### **3.4 Individual Task Order Small Business Subcontracting Plan**

The Contractor shall submit its subcontracting report IAW CDRL A003<sub>[m3]</sub>. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the task order or the previous reporting period.

### **3.5 Administrative, Information Management and Security Support.**

**3.5.1** The Contractor will assist the JRO's Deputy Director, Chief of Staff and Detachment Sergeant to manage internal and external taskings using the Joint Staff's JSAP-M, JSAP-Next, KM/DS, FOIA and OSD's action processing systems, as well as any new processes that the Joint Staff or OSD may implement during the life of the contract and all its options.

**3.5.1.1** For any new proprietary action processing systems implemented by the Joint Staff during the life of the contract, the Contractor may charge the labor hours for its personnel to attend Joint Staff provided training for the first six months after the change is deployed. After that the Contractor is responsible for providing personnel who are sufficiently proficient in the using the action processing systems to complete their duties under the contract.

**3.5.2** The Contractor will establish, maintain and update online branch and project collaborative workspaces using such approved Joint Staff software as SharePoint and any other software the Joint Staff may implement during the life of the contract and all its options.

**3.5.2.1** Because the software used is off-the-shelf with minimal modifications, the Contractor is expected to provide personnel who are proficient in use of specific software.

**3.5.3** The Contractor will assist the JRO's Chief of Staff and Detachment Sergeant to maintain an effective physical and personnel security posture within JRO's assigned Pentagon space which includes three SCIFs.



CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 15 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.5.3.1** The contractor will provide courteous, but effective, entry control for the JRO's Pentagon space.

**3.5.3.2** The Contractor will assist the JRO's Chief of Staff and Detachment Sergeant to prepare and process initial and renewal badge and CAC/PKI token requests for both Government and Contractor personnel using established Joint Staff procedures and forms.

**3.5.3.3** The Contractor will prepare and submit classified visit requests to outside agencies for both Government and Contractor personnel.

**3.5.3.4** The Contractor will prepare and maintain the JRO's security access roster.

**3.5.4** The Contractor will maintain and operate the JRO's VTC facility within established Joint Staff procedures.

**3.5.5** The Contractor will provide classified (up to SECRET) and unclassified meeting space for JRO meetings expected to exceed 30 attendees.

**3.5.5.1** The meeting space must be easily accessible from the Pentagon by public transportation or established DoD shuttles.

**3.5.5.2** The Contractor will use the current JRO security access roster (see 3.5.5 above) to control access to these off-site meetings.

### **3.6 Intelligence, Concepts, Studies and Analyses Support.**

**3.6.1** The Contractor will assist the Technical Director and Chief, Concepts, Studies and Analyses (CSA) Branch to conduct long-range Chemical and Biological Defense Program (CBDP); Chemical, Biological, Radiological and Nuclear (CBRN) Defense; and Countering Weapons of Mass Destruction (WMD) strategic analysis.

**3.6.1.1** The Contractor will draft the annual CSA Analysis Plan.

**3.6.1.2** The Contractor will maintain CSA's website, databases and collaborative workspaces on at least a weekly basis.

**3.6.1.3** The Contractor will collect upcoming CSA activities and submit them to the CBRN Requirements Support Branch (CRS) in time to be included in the weekly update to the JRO

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 16 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Synchronization Matrix.

**3.6.1.4** The Contractor will review, track and contribute to the Integrated Security Construct (ISC), Defense Planning Scenarios (DPS), and Multi-Service Force Deployment Data (MSFD) development. The Government estimates this will constitute two major efforts per year.

**3.6.1.5** The Contractor will process Joint Staff Action Packages (JSAP) as necessary to complete required staff actions and promulgate analyses.

**3.6.2** The Contractor will provide necessary support to intelligence and coordinate validation, analysis and prioritization of the relevant threat.

**3.6.2.1** The Contractor will compile and staff the annual Chairman's CBRND Threat List.

**3.6.2.2** The Contractor will compile and staff the annual Priority Intelligence Request (PIR) for CBRND.

**3.6.3** The Contractor will periodically (at least once per FYDP) update classification guidance for all classified subject areas routinely used within the JRO.

**3.6.4** The Contractor will review and staff program-specific threat documents.

**3.6.4.1** The Contractor will review submitted System Threat Assessment Reports (STAR) and Joint Threat Test Support packages (JTTSP), approximately eight per year, for relevancy and compliance with applicable guidance.

**3.6.4.2** The Contractor will staff STARS and JTTSPs to secure COCOM, Service and other stakeholders' concurrence.

**3.6.4.3** The Contractor will develop a Threat Document Status List and update it weekly.

**3.6.4.4** The Contractor will periodically, at least every other year, write/update and staff the Joint Threat Coordination Group (JTTCG)/Threat WIPT charter.

**3.6.4.5** The Contractor will support quarterly meetings of the JTTCG by securing the meeting venue, any necessary VTC or telephone connections, preparing the read-ahead package and preparing and distributing meeting minutes.

**3.6.5** The Contractor will assist the Chief, CSA Branch to conduct CBRND Operational Risk Assessments.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 17 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.6.5.1** The Contractor will produce the annual Risk Assessment Summary Report.

**3.6.5.2** The Contractor will annually summarize the Chairman's Joint Assessment.

**3.6.5.3** The Contractor will plan and conduct four JRO-run expert operational or concept experiments per year.

**3.6.6** The Contractor will compile and staff an annual CBRN Priority List of Capabilities.

**3.6.7** The Contractor will review CBRND and CWMD policy recommendations when requested, staff the recommendations within the Joint Staff, Services and Combatant Commands, and recommend a consolidated Joint Staff position.

**3.6.8** The Contractor will conduct complex studies as required.

**3.6.8.1** In addition to analysis required by each study's Study Guidance or Terms of Reference (TOR), the Contractor will include recommendations on logistics and sustainment, analysis of the impact on Homeland Defense and identify personnel and other resource requirements to support the study's recommendations.

**3.6.8.2** The Contractor will conduct at least one study per year dealing with a major policy review. The Government will specify the study topics when the reviews are tasked.

**3.6.8.3** The Contractor will conduct up to one Defense Planning Guidance (DPG)-Directed or Supporting study every two years or within a more compressed DPG cycle.

**3.6.8.4** The Contractor will conduct up to two RMD-700 directed studies per year.

**3.6.8.5** The Contractor will conduct up to one Capability Based Assessment (CBA) per year.

**3.6.8.6** The Contractor will conduct up to one Capability Gap Assessment (CGA) per year.

**3.6.9** The Contractor will assist the Chief, CSA Branch to contribute to the Joint Doctrine Development process.

**3.6.9.1** The Contractor will produce up to two CBRND or CWMD concept white papers per year.

**3.6.9.2** The Contractor will review up to six non-CBRND joint concepts for CBRND and CWMD equities and make recommendations accordingly.

**3.6.9.3** The Contractor will produce up to three (3) CBRND and/or CWMD Joint Concepts per year.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 18 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.6.9.3.1** CBRND and CWMD Joint Concepts will conform with all overarching Joint Concepts.

**3.6.9.3.2** The Contractor will develop CBRND and CWMD Joint Concepts in coordination with Joint Staff J-7.

**3.6.10** The Contractor will assist the Chief, CSA Branch to support development of Multi-Service & Joint doctrine, tactics, techniques, and procedures, training, and leader development events. The Contractor will synchronize JRO experiments with CBRN Requirements Support Branch led exercises.

**3.6.11** The Contractor will assist the Chief, CSA Branch to maintain cognizance over CBRND and CWMD demonstrations by attending and reporting on JCTD meetings and reviews and DTRA's ATD meetings.

**3.6.12** The Contractor will develop CBRND and CWMD Operational Architectures.

**3.6.12.1** The Contractor will produce full operational architectures for up to eight programs of record per year.

**3.6.12.2** The Contractor will produce up to one overarching operational concept architecture per year.

**3.6.12.3** All products generated will comply with the DoD Architecture Framework (DoDAF).

**3.6.13** The Contractor will support quarterly meetings of the Architecture Working Group with slide sets and meeting minutes.

**3.6.14** The Contractor will update and maintain the Dynamic CBA Database on a weekly basis.

**3.6.15** The Contractor will maintain existing architectures through:

**3.6.15.1** Conducting up to eight hours of training per quarter on the meaning and use of the operational architectures for the JRO's non-architecture staff.

**3.6.15.2** Conducting at least one DODAF structural update per quarter.

**3.6.15.3** Maintaining all legacy architectures using agreed configuration management processes on a weekly basis.

**3.6.16** The Contractor will facilitate their use of architecture software products on the Joint Staff

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 19 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Unclassified (JSINU) and Secret (JSINS) networks by:

**3.6.16.1** Providing up to two hours per week of assistance to the JSINU and JSINS System Administrators in maintaining JRO's Architecture Environment.

**3.6.16.2** Providing up to two hours per week of assistance to the JSINU and JSINS System Administrators in troubleshooting specialized architecture software tools.

**3.6.16.3** Providing up to eight hours per month of assistance to the JSINU and JSINS System Administrators with routine maintenance and migrations.

**3.6.16.4** Conducting up to four hours per week of lost data reconstruction.

### **3.7 Develop Joint CBRND Operational Requirements, Including Medical.**

**3.7.1** The Contractor will assist the Government to identify operational requirements and develop and manage CBRND materiel capabilities documents, including medical, using the Joint Capabilities Integration Development System (JCIDS) and the Knowledge Management/Decision Support (KM/DS) system.

**3.7.1.1** At least one Expert or Senior CBRN Requirements Analyst must be assigned as the Radiological (R)/Nuclear (N) Integrator to identify, develop and manage R/N defense and nuclear counter proliferation operational requirements. Access to CNWDI, FRD and RD is required to perform these tasks.

**3.7.1.2** The Contractor will assist the Chiefs, CBRN Defense Equipment and Medical CBRN Defense Equipment Branches to coordinate materiel operational requirements and capabilities documents with Services, COCOMs, OSD, Joint Staff, and RDT&E organizations.

**3.7.1.3** The Contractor will assist the Government to advocate warfighter CBRND capability needs, including medical, to affiliated and servicing PMs, T&E, and S&T organizations.

**3.7.1.4** The Contractor will facilitate the conduct of meetings necessary to complete the above tasks by scheduling/obtaining the meeting venue, any necessary VTC or telephone connections, preparing the read-ahead package and preparing and distributing meeting minutes.

**3.7.1.5** The Contractor will maintain CDE and Medical CDE Branches' websites, databases and collaborative workspaces on at least a weekly basis.

**3.7.1.6** The Contractor will collect upcoming CDE and Medical CDE Branches' activities and

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 20 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

submit them to the CBRN Requirements Support Branch (CRS) in time to be included in the weekly update to the JRO Synchronization Matrix.

**3.7.1.7** The Contractor will process Joint Staff Action Packages (JSAP) as necessary to complete required staff actions and promulgate analyses.

**3.7.2** The Contractor will facilitate the efficient operation of the Countering WMD Working Group of the Protection Functional Capabilities Board (P-FCB) by scheduling/obtaining the meeting venue, any necessary VTC or telephone connections, preparing the read-ahead package and preparing and distributing meeting minutes.

**3.7.2.1** The contractor will facilitate movement of CWMD and CBRND-related topics from the CWMD Working Group to the P-FCB, and the Joint Capabilities Board (JCB) and Joint Requirements Oversight Council (JROC) if appropriate according to a topic's joint designator.

**3.7.2.2** The Contractor will coordinate with topic sponsoring organizations and the P-FCB Secretariat to ensure that necessary documentation is in prescribed formats and submitted according to established timelines.

**3.7.3** The Contractor will assist the Chiefs, CDE and Medical CDE Branches to contribute to the Joint Doctrine Development process.

**3.7.4** The Contractor will draft and coordinate JRO's submission to the CBDP Annual Report to Congress and the CBDP Research, Development and Acquisition (RDA) Plans in accordance with established timelines.

**3.7.5** The Contractor will assist in preparing JRO attendees and briefers of Interagency meetings, to include sub-IPCs and the Portfolio Advisory Committee, and in providing medical CBRN advice to the Office of the Secretary of Defense, Chairman of the Joint Chiefs of Staff, and Service personnel as needed.

**3.7.5.1** The Contractor will assist in researching DoD programs as required to support attendees and briefers.

**3.7.5.2** The contractor will prepare and present materials to DoD forums and interagency meetings as needed.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 21 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**3.7.5.3** The contractor will coordinate DoD responses within the Joint Staff and OSD.

**3.7.5.4** The contractor will apply research skills and medical expertise as necessary to develop advice to senior leaders.

### **3.8 CBRND Requirements Support.**

**3.8.1** The Contractor will assist the Government to identify CBRND non-materiel operational requirements and develop and manage CBRND non-materiel capabilities documents, including medical, using the Joint Capabilities Integration Development System (JCIDS) and the Knowledge Management/Decision Support (KM/DS) system.

**3.8.1.1** The Contractor will assist the Chief, CBRN Requirements Support Branch to coordinate non-materiel operational requirements and capabilities documents with the Services, COCOMs, OSD, Joint Staff, and RDT&E organizations.

**3.8.1.2** The Contractor will assist the Government to advocate non-materiel warfighter CBRND capability needs, including medical, to affiliated and servicing PMs, T&E, and S&T organizations.

**3.8.1.3** The Contractor will facilitate the conduct of meetings necessary to complete the above tasks by scheduling/obtaining the meeting venue, any necessary VTC or telephone connections, preparing the read-ahead package and preparing and distributing meeting minutes.

**3.8.1.4** The Contractor will maintain CBRN Requirements Support Branch's websites, databases and collaborative workspaces on at least a weekly basis.

**3.8.1.5** Along with JRO's Medical CDE Branch, the Contractor will develop and coordinate all Medical non-materiel CBRND issues and documents.

**3.8.1.6** The Contractor will process Joint Staff Action Packages (JSAP) as necessary to complete required staff actions and promulgate analyses.

**3.8.2** The Contractor will weekly collect upcoming activities from JRO's branches and leadership to develop and update the JRO Synchronization Matrix.

**3.8.3** The Contractor will support the JRO's task of building and coordinating the CBDP Enterprise's POM. Support may include scheduling/obtaining the meeting venue, any necessary

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 22 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

VTC or telephone connections, preparing read-ahead packages and budget exhibits, and preparing and distributing meeting minutes.

**3.8.4** The Contractor will plan for and schedule JRO-provided/conducted doctrine development, training, leadership education activities and events, to include JRO-supported exercises, with supported organizations.

**3.8.4.1** The JRO-provided/conducted doctrine development, training, leadership education and exercise activities and events are developed and executed under a separate JRO contract . with Summit Technologies, Inc.

**3.8.4.2** If a supported Combatant Command implements ACCM for any exercise subject matter or specific exercise that JRO is supporting, the JRO Liaison Officer to J-7's Joint and Coalition Warfighting Center shall have access to the appropriate ACCM to coordinate such exercises.

**3.8.5** The Contractor will assist the Government in drafting and staffing the annual Chemical and Biological Defense Modernization Plan.

**3.8.6** The Contractor will support the JRO's external coordination of the Quadrennial Defense Review (QDR) and Chairman's Risk Assessment (CRA).

#### Q. Senior CBRN Requirements Analyst

The Senior CBRN Requirements Analyst at JRO's Pentagon location is responsible for Test & Evaluation activities across all S-areas, facilitating CWMD Working Group (WG) activities, and reviewing all CDE documents/products prior to KM/DS staffing.

The Senior CBRN Requirements Analyst who serves as the Liaison Officer at the US Army's Maneuver Center of Excellence at Fort Benning, GA, is also responsible for independently operating as the JRO CBRND representative at that location. The Liaison Officer will assist the Maneuver Center of Excellence to represent its CBRN defense and CWMD requirements to the Defense-wide Chemical and Biological Defense program (CBDP), the Joint Staff and the other Services.

The Senior CBRN Requirements Analyst who serves as the R/N Integrator in JRO's CBRN Defense Equipment Requirements Branch must have at least five (5) years' experience working R/N operational requirements at the Service or higher level and expert understanding of strategic nuclear counter proliferation, in addition to the experience outlined below.

The Senior CBRN Analyst requires at least fifteen (15) years of relevant technical area experience such as would have been attained by being a retired/separated O4/CWO4/E9 or above or a former GS-13 or above. The candidate must have ten (10) years' experience in Joint and/or Service



CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 23 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

requirements development. The candidate must be fully conversant with JCIDS and have had at least five (5) years' experience on a Joint and/or Service staff.

#### R. Expert CBRN Requirements Analyst

Expert CBRN Requirements Analysts lead the Sense, Shape, Shield, Sustain areas to include conduct of AoA and requirements document development. Radiological and Nuclear defense requirements fall under the Sense area. Expert CBRN Requirements Analysts also support the CBDP POM process.

Expert CBRN Requirements Analysts who serve as Liaison Officers to USNORTHCOM at Peterson AFB, CO; USPACOM at Camp Smith, HI; USSOCOM at McDill AFB, FL, USSTRATCOM at Offutt AFB, NE, and the Joint Staff J-7's Joint and Coalition Warfighting Center at Suffolk, VA are also responsible for independently operating as the JRO CBRND representative at the command/staff element to which they are assigned. The Liaison Officer will assist the command/staff element to which he/she is assigned to represent its CBRN defense and CWMD requirements to the Defense-wide Chemical and Biological Defense program (CBDP), the Joint Staff and the Services.

The Expert CBRN Requirements Analyst who serves as the Liaison Officer to the J-7's Joint and Coalition Warfighting Center must also have the training required to support Combatant Commands that have implemented ACCM for exercise subject matter or specific exercises.

If an Expert CBRN Requirements Analyst is assigned as the R/N Integrator in JRO's CBRN Defense Equipment Requirements Branch, he/she must have at least five (5) years' experience working R/N operational requirements at the Service or higher level and expert understanding of strategic nuclear counter proliferation, in addition to the experience outlined below.

Expert CBRN Requirements Analysts require at least twenty (20) years of relevant technical area experience, such as would have been attained by being a retired O-5 or above or a former GS-14 or above. The candidate must have ten (10) years' experience in Joint or Service requirements development. The candidate must be fully conversant with JCIDS and have had at least five (5) years' experience on the Joint and/or a Service staff. One candidate must also have at least 5(five) years' experience developing radiation detection requirements. One candidate must also have at least 10 (ten) years' experience developing doctrine and training/education products. For Expert CBRN Requirements Analysts proposed as solely as Liaison Officers, their at least five (5) years' of Joint and/or Service staff experience may have been on ANY Joint and/or Service Staff.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 24 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 25 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

### CLAUSES INCORPORATED BY REFERENCE

<u>Clause</u>	<u>Title</u>	
52.246-4	Inspection of Services - Fixed Price	Aug-96
52.246-5	Inspection of Services - Cost Reimbursement	Apr-984

### INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Contracting Officer's Representative (COR), or in the absence of the COR, the Alternate COR.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 26 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	6/6/2015 - 6/5/2016
7001	6/6/2015 - 6/5/2016
7002	6/6/2016 - 6/5/2017
7003	6/6/2016 - 6/5/2017

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	6/6/2015 - 6/5/2016
7001	6/6/2015 - 6/5/2016
7002	6/6/2016 - 6/5/2017
7003	6/6/2016 - 6/5/2017

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

7004	6/6/2017 - 6/5/2018
7005	6/6/2017 - 6/5/2018
7006	6/6/2018 - 6/5/2019
7007	6/6/2018 - 6/5/2019

Services to be performed hereunder will be provided at (insert specific address and building etc.)

██████████ The Pentagon

Washington, DC 20318

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 27 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### Contracting Officer Representative

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### Accounting Data

SLINID	PR Number	Amount
700001	H912694183A413	[REDACTED]
LLA :		
AA 97140400.2612	6810 P4800 251B 9JDH97 012195 DJAC14A413	
700002	H912694183A414	[REDACTED]
LLA :		
AB 97140400.2612	6830 P4800 251B 9JDH97 012195 DJAC14A414	
700101	H912694183A414	[REDACTED]
LLA :		
AB 97140400.2612	6830 P4800 251B 9JDH97 012195 DJAC14A414	

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

### MOD 01

700001	H912694183A413	[REDACTED]
LLA :		
AA 97140400.2612	6810 P4800 251B 9JDH97 012195 DJAC14A413	
700002	H912694183A414	[REDACTED]
LLA :		
AB 97140400.2612	6830 P4800 251B 9JDH97 012195 DJAC14A414	
700101	H912694183A414	[REDACTED]
LLA :		
AB 97140400.2612	6830 P4800 251B 9JDH97 012195 DJAC14A414	

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

### MOD 02

700003	H912695267A523000	[REDACTED]
LLA :		
AC 97150400.2612	6810 P5800 251B 9JDH97 012195 DJAC15A523	

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

### MOD 04

700102	H912695267A523000	[REDACTED]
LLA :		
AC 97150400.2612	6810 P5800 251B 9JDH97 012195 DJAC15A523	

MOD 04 Funding [REDACTED]

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 28 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

700201 H912696099A228 [REDACTED]  
LLA :  
AD 97160400.2612 6810 P6800 251B 9JDH97 012195 DJAC16A228

700301 H912696099A228 [REDACTED]  
LLA :  
AD 97160400.2612 6810 P6800 251B 9JDH97 012195 DJAC16A228

MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 09

700201 H912696099A228 [REDACTED]  
LLA :  
AD 97160400.2612 6810 P6800 251B 9JDH97 012195 DJAC16A228

700301 H912696099A228 [REDACTED]  
LLA :  
AD 97160400.2612 6810 P6800 251B 9JDH97 012195 DJAC16A228

MOD 09 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 10

700202 H91269-7013-A242 [REDACTED]  
LLA :  
AE 097170400.2612 6810 P7800 251B 9JDH97 012195 DJAC17A242  
[REDACTED]

MOD 10 Funding [REDACTED]  
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 29 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### COST LIMITATION CEILINGS ON INDIRECT RATES (FISC DET PHILA) (OCT 1992)

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

### LIABILITY INSURANCE (COST TYPE CONTRACTS) (FISC DET PHILA) (OCT 1992)

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

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

### PREDETERMINATION OF RIGHTS IN TECHNICAL DATA (FISC DET PHILA) (OCT 1992)

(a) The offeror is requested to identify in his proposal which of the below listed data (including data to be furnished in whole or in part by a subcontractor) when delivered, he intends to identify as limited rights data in accordance with paragraph (b) of the "Rights in Technical Data and Computer Software" clause of this solicitation. This identification need not be made as to data, which relate to standard commercial items, which are manufactured by more than one source of supply.

(b) Limited rights data may be identified as such, pursuant to (a) above only if it pertains to items, components or processes developed at private expense. Nevertheless, it cannot be so identified if it comes within paragraph (b) (1) of the "Rights in Technical Data and Computer Software" clause. At the request of the Contracting Officer or his representative, the offeror agrees to furnish clear and convincing evidence that the data, which will be so identified comes within the definition of limited rights data.

(c) The listing of a data item in paragraph (a) above does not mean that the Government considers such item to come within the definition of limited rights data.

(d) If completion of predetermination proves impracticable before award, the Contractor shall promptly complete the

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 30 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

identification of limited rights with respect to that data listed in the solicitation for which predetermination was proposed. If contractual requirements relating to design or data items are changed during the course of a contract, the Contractor shall promptly identify limited rights data relating to the changed requirements.

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

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

\_\_\_\_\_ (To be completed at time of award)

NAME CODE

\_\_\_\_\_

MAIL ADDRESS

\_\_\_\_\_

TELEPHONE NUMBER

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

\_\_\_\_\_ (To be completed at time of award)

NAME CODE

\_\_\_\_\_

MAIL ADDRESS

\_\_\_\_\_

TELEPHONE NUMBER

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

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



CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 31 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

## CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE, INDEFINITE DELIVERY CONTRACTS & TASK ORDERS

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 FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.

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

5. The Ordering Officer is responsible for:

- a. Requesting, obtaining and evaluating proposals for orders to be issued.
- b. Determining that the price/estimated cost of the order is fair and reasonable for the effort proposed.
- c. Obligating the funds by issuance of the delivery order.
- d. Authorizing the contractor to begin performance.
- e. Providing subcontract approval.
- f. Monitoring direct costs on orders issued.

NOTE: The PCO and the Ordering Officer may be the same individual, but in no case shall the COR perform the duties of the Ordering Officer.

6. 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

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 32 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 or order. 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 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 the contractor's 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. When contract performance is taking place at a government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the CAO designated in the contract.

(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) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 33 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(5) 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 may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the 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) Upon completion of all services under the contract, the COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of performance. The COR shall ensure that the voucher is clearly marked as a "Final Voucher."

d. Contract Modifications/Orders Under Indefinite Delivery Contracts.

(1) The COR is responsible for developing the statement of work for tasking orders, change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Ordering Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations to the authorized Ordering Officer, as appropriate.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 34 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(3) The COR may interface with the contractor to obtain necessary information to assist in his/her development of the task statements, but the contractor shall not develop the task.

e. Administrative Duties

(1) The COR is responsible for taking 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 COR will take the necessary steps to ensure 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.

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. For contracts where delivery orders are issued, one consolidated report which addresses all actions under the contract may be submitted.

(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.

7. 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 NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 35 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract/delivery order 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/delivery order in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Evaluate the contractor's proposals for specific delivery orders and identify, for the COR, any potential problems, areas of concern, or issues to be discussed during negotiations.
- f. 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.
- g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.
- h. 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.
- i. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

(End of clause)

## ORGANIZATIONAL CONFLICT OF INTEREST

(a) Definitions - In this clause:

- (i) "Contractor" means the firm signing this contract;
- (ii) "Affiliates" means employees or officers of the contractor and subcontractors involved in the performance of a task order, or in the decision making process concerning a task order.
- (iii) "Interest" means organizational or financial interest.
- (iv) "Term of this Contract" means the period of performance plus any extensions thereto.

(b) Restrictions on Contracting - The Contractor agrees that during the term of this contract, and for a period of 24 months thereafter that:

(i) If the Contractor and any affiliates perform a task order under this contract, neither the Contractor nor its affiliates who performed under the task order shall:

(1) enter into any contract for the provision of services, supplies, or material related to a U.S. Department of Defense program for which the Contractor has provided support under the task order,

(2) create for themselves any interest in the contractors providing services, supplies, or

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 36 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

material related to a U.S. Department of Defense program for which the Contractor has provided support under the task order,

(3) consult or discuss any aspect of work under the task order, unless required under the terms of the task order, with contractors providing services, supplies, or material related to a U.S. Department of Defense program for which the Contractor has provided support under the task order, or

(4) furnish to the U.S. Government, either as a prime contractor or as a subcontractor, any services, supplies, or material related to a U.S. Department of Defense program for which the Contractor has provided support under the task order, or

(ii) The Contractor further agrees that neither it nor its affiliates under a given task order will conduct a review nor make recommendations under the task order concerning any services, supplies, or material which is the product of work performed by the Contractor or its affiliates under any other contract.

(c) Non-Disclosure of Proprietary Data

Certain information of a proprietary nature may be submitted to the Government by contractors providing services, supplies, or material related to a U.S. Department of Defense program for which the Contractor has or will provide support under this contract. While performing under this contract, the prime contractor and any subcontractors may receive this information. The prime contractor and any subcontractors agree to use and examine this information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the Government, as long as it remains proprietary. The Contractor and the subcontractors agree to indoctrinate their affiliates who will have access to this information as to the proprietary nature of the information and the relationship under which they have possession of the information. Affiliates will also be informed that they may not engage in any other action, venture or employment where this information will be used for profit of any party other than the party furnishing this information. Additionally, the Contractor and subcontractor agree to execute agreements to this effect with companies providing proprietary data for performance under this contract. The Contractor and subcontractors will restrict access to proprietary information to the minimum number of employees for performance of this contract.

(d) Government Remedy

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of the contract and that the Government may, in addition to any other remedy available, terminate the contract for default.

**ORGANIZATIONAL CONFLICT OF INTEREST**

(a) Definitions - In this clause:

- (i) "Contractor" means the firm signing this contract;
- (ii) "System Supplier" means any firm engaged in or having a known or prospective interest in the development, production, or analysis of the weapon system, equipment or program which are identified in the statement of work of this contract.
- (iii) "Affiliates" means employees or officers of the contractor and first tier subcontractors involved in the performance of this contract, or in the decision making process concerning this contract.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 37 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (iv) "Interest" means organizational or financial interest.
- (v) "Term of this Contract" means the period of performance plus any extensions thereto.

(b) Warranty Against Existing Conflicts of Interest

- (i) The contractor warrants that it and its affiliates do not have any contracts with or any substantial interest in the system suppliers identified in the statement of work of this contract, other than those disclosed to the Government and listed in the Section L solicitation provision entitled "Notice of Inclusion of an Organizational Conflict of Interest clause."
- (ii) The contractor recognizes that during the term of this contract additional weapon system, equipment or programs may be identified and added to the statement of work of this contract as a result of contract modifications. In such event, the contractor agrees to immediately disclose to the Government information concerning any contract or interest between the contractor and its affiliates and any system supplier if the contract or interest arises during the term of this contract.
- (iii) The contracting officer shall have the sole discretion to determine whether a potential organizational conflict of interest exists concerning any interest or contract which arises or is identified during the term of this contract. The contracting officer may take such steps as are necessary in the best interest of the Government to eliminate potential conflict of interest.

(c) Restrictions on Contracting

- (i) The contractor agrees that during the term of this contract, and for a period of \_\_\_\_ months thereafter, neither it nor its affiliates shall (1) enter into any contract for supplies, services or materials, related to the work under this contract with the system suppliers; (2) create for themselves any interest in the system suppliers; (3) consult or discuss with the system supplier any aspects of work under this contract; or (4) furnish to the United States Government, either as a prime contractor or as a subcontractor any component of a system it has worked on or had access to under this contract.
- (ii) The contractor further agrees that neither it nor its affiliates will conduct a review nor make recommendations under this contract concerning any item which is the product of work performed by the contractor or its affiliates under any other contract.

(d) Non-Disclosure of Proprietary Data

Certain information of a proprietary nature may be submitted to the Government by a system supplier. While performing under this contract, the prime contractor and any subcontractors may receive this information. The prime contractor and any subcontractors agree to use and examine this information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the Government, as long as it remains proprietary. The contractor and the subcontractors agree to indoctrinate their affiliates who will have access to this information as to the proprietary nature of the information and the relationship under which they have possession of the information. Affiliates will also be informed that they may not engage in any other action, venture or employment where this information will be used for profit of any party other than the party furnishing this information. Additionally, the contractor and subcontractor agree to execute agreements to this effect with companies providing proprietary data for performance under this contract. The contractor and subcontractors will restrict access to proprietary information to the minimum number of employees for performance of this contract.

(e) Government Remedy

The contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of the contract and that the Government may, in addition to any other remedy available, terminate the contract for default.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 38 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION I CONTRACT CLAUSES**

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, includin

**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:**

### **STANDARD OF WORKMANSHIP**

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

Unless otherwise specifically provided in this contract, the quality of all services rendered

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

(End of Provision)

### **SUP 5252.204-9400 Contractor Access to Federally Controlled**

#### **Facilities and/or Unclassified Sensitive Information or**

#### **Unclassified IT Systems (May 2010)**

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



CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 39 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

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

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

1 Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

1 SF-85 Questionnaire for Non-Sensitive Positions

1 Two FD-258 Applicant Fingerprint Cards

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 40 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## 1 Original Signed Release Statements

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

### **Non-Sensitive Positions**

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

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

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 41 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## · Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

## **IT Systems Access**

When access to IT systems is required for performance of the contractor

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

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

## **Security Approval Process**

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 42 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-

5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately. The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor

from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in nonsensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

CONTRACT NO. N00178-14-D-7640	DELIVERY ORDER NO. N00178-14-D-7640-EX01	AMENDMENT/MODIFICATION NO. 10	PAGE 43 of 43	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**