

2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 04-May-2017	4. REQUISITION/PURCHASE REQ. NO. 2017-1799	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S3915A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Target Media Mid Atlantic Inc. dba Target Systems 700 Bent Creek Blvd Mechanicsburg PA 17050-1875		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7957 / N00178-14-D-7957-EX01 10B. DATED (SEE ITEM 13) 21-Aug-2015
CAGE CODE 0Y0G9	FACILITY CODE	[X]

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald L Bowne, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Gerald L Bowne (Signature of Contracting Officer)	04-May-2017

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## GENERAL INFORMATION

The purpose of this modification is to update Section G.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,566,820.39 by \$0.00 to \$2,566,820.39.

The total value of the order is hereby increased from \$2,566,820.39 by \$0.00 to \$2,566,820.39.

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

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	The contractor shall provide subject matter expertise in Project management of FOIA, PA, Shore and Fleet organizational Programs. (O&MN,N)	1.0	LO	\$1,211,452.93	\$47,794.65	\$1,259,247.58
700001	R425	Funding in support of FOIA/PA (O&MN,N)					
700002	R425	Funding in support of FOIA/PA (O&MN,N)					
700003	R425	Funding in support of FOIA/PA/SSP (O&MN,N)					
7001	R425	The contractor shall provide subject matter expertise in Project management of FOIA, PA, Shore and Fleet organizational Programs. (O&MN,N)	1.0	LO	\$1,257,301.22	\$50,271.59	\$1,307,572.81
700101	R425	Funding in support of CLIN 7001. FOIA/PA (O&MN,N)					
700102	R425	Funding in support of CLIN 7001. SSP (O&MN,N)					
700103	R425	funding in support of CLIN 7001. Document N4703917RC00087 applies. (O&MN,N)					
700104	R425	Funding in support of CLIN 7001. Document 1300623551 applies. (O&MN,N)					
7002	R425	The contractor shall provide subject matter expertise in Project management of FOIA, PA, Shore and Fleet organizational Programs. (O&MN,N)  Option	1.0	LO	\$1,270,322.18	\$50,774.30	\$1,321,096.48

**Note:** Any uses of the words "offer", "offeror", "proposal" are meant to read as "quoter", "quoters", and "quote" respectively.

### SUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

- a. The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- b. The offeror agrees that during the contract performance period:
- c. If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

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d. All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapproved the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

e. In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

f. The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

g. If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

**LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)**

(a) The level of effort for the performance of this contract during the period from the start of performance to 12 months thereafter is based upon 24,320 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 49,920 estimated man-hours of direct labor, for a total level of effort of 74,240 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:

This is a CPFF type order. The labor categories and estimated number of hours are listed below:

		<b>Hours Base</b>	<b>Hours Option 1</b>	<b>Hours Option 2</b>
<b>NDAWS Admin</b>	<b>FTE</b>			
Proj Manager (S)	1	1920	1920	1920
	<b>Total</b>	<b>1920</b>	<b>1920</b>	<b>1920</b>
<b>VETS</b>	<b>FTE</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
Proj Manager (S)	1	1920	1920	1920
Tech Writer (S)	1	1920	1920	1920
Tech Writer (S)	1	1920	1920	1920

	<b>Total</b>	<b>5760</b>	<b>5760</b>	<b>5760</b>
<b>FOIA</b>	<b>FTE</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
SR. Tech Writer (TS)	1	1280	1920	1920
SR. Tech Writer (TS)	1	1920	1920	1920
SR. Tech Writer (TS)	1	1920	1920	1920
Tech Writer (TS)	1	1920	1920	1920
Tech Writer (TS)	1	1920	1920	1920
Doc Spec (TS)	1	1920	1920	1920
Doc Spec (TS)	1	1920	1920	1920
	<b>Total</b>	<b>12,800</b>	<b>13440</b>	<b>13440</b>
<b>Privacy Act</b>	<b>FTE</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
Consultant 1 (TS)	1	1920	1920	1920
	<b>Total</b>	<b>1920</b>	<b>1920</b>	<b>1920</b>
<b>Shore &amp; Fleet</b>	<b>FTE</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
Consultant 1 (S)	1	1920	1920	1920
	<b>Total</b>	<b>1920</b>	<b>1920</b>	<b>1920</b>
<b>Total Estimated Hours</b>		<b>24,320</b>	<b>24,960</b>	<b>24,960</b>

KEY: TS = Top Secret, S = Secret

The Government estimates a level of effort (LOE) consisting of 74,240 hours inclusive of options. For Evaluation purposes, the estimate is based on a man-year of 1,920 hours.

(c) No deviations are permitted for direct labor. The direct labor proposed will be used for evaluation purposes only. Support personnel (functional staff) should not be added to direct labor costs.

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

(e) The number of man-hours expended per month shall be commensurate with the effort order 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

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term thereof. The number of man-hours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(f) 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 an 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.

(g) 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."  
(End of provision).

**PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)**

The fixed fee for work performed under this contract is \$\*\_ provided that approximately \*\* hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than \*\* hours of said services are so 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 \$ \*\*\* per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. 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.

Contract Period	*Fixed Fee	**Hours	***Fee/Hour
Base Period	\$47,794.65	16,640	\$2.87
Option I	\$50,271.59	17,280	\$2.91
Option II	\$50,774.30	17,280	\$2.94

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### **PERFORMANCE WORK STATEMENT FOR SUPPORT OF DNS-3 PREGRAMS (THE NAVY VETERANS AWARDS PROGRAM, CNO AWARDS, THE NAVY FREEDOM OF INFORMATION & PRIVACY ACT, AND SHORE & FLEET ORGANIZATIONAL PROGRAMS)**

#### **1. Introduction:**

The office of the Chief of Naval operation, Director of Navy Staff, Director of Management requires contract support services for the OPNAV DNS-33 Shore & Fleet Organizational Branch, DNS-35 Navy Awards/Veterans Awards Programs, and DNS-36 Navy Freedom of Information (FOIA) & Privacy Act (PA) Programs. The vendor will provide subject matter expertise in project management, Navy technical expertise, analytic and administrative support for the overall management and execution of these statutorily mandated programs.

#### **2. Background:**

The Director of Management (DNS-3) in support of the Director, Navy Staff (DNS), in support of the Chief of Naval Operations (CNO), administers, executes, and supports the Office of the Chief of Naval Operations OPNAV) command-wide information processes and applicable information technology. DNS also coordinates common standardized practices for the Secretary of the Navy (SECNAV) and CNO for training and information guidance and provides policy, executive oversight, and project execution discipline for CNO projects and initiatives with the context of a subject matter expert.

DNS-33 requires support receiving, processing, and publishing all Navy wide fleet requests and direct support handling duties related to Manager's Internal Control (MIC) Program & CNO's Audit Liaison. Support is also required to prepare and coordinate the CNO's Annual MIC report. The DNS-35 primary need for Analysts are to act as DNS-35's point of entry for all matters devoted to the resolution of questions and inquiries from Congressional offices of Navy Veterans and or their families pertaining to the Veteran's military awards entitlement and submission of award recommendations under USC 10, Section 1130. DNS-35 also requires an administrator for its awards database (NDAWS) and to provide occasional support processing awards and awards policy tasks. OPNAV (DNS-36) is the DON's PA/FOIA Policy Manager and Senior DON FOIA Liaison Officer and carries out the principal functions of the Secretary of the Navy, Chief of Naval Operations, and Director, Navy Staff for these mandated programs. DNS-36 serves as the DON's senior manager for developing, implementing, and administering policies, procedures, standards, and rules to ensure departmental compliance with the ever-changing provisions of the PA and FOIA programs. OPNAV (DNS-36) is seeking the support of skilled and seasoned expert contract analysts /consultants to assist with the overall management and execution of the Navy's FOIA/PA programs. The contract analysts being acquired will devote their Navy knowledge, government information expertise and analytical skills to the task of significantly reducing or eliminating any SECNAV and OPNAV FOIA/PA request backlog; developing viable tracking systems; compiling statistics for required reports; and reviewing the content and URL connectivity on the DON FOIA online web portal and corresponding FOIA/PA related web sites and/or data repositories.

Additionally, OPNAV (DNS-36) is the DON's PA/FOIA Program Manager and Senior DON FOIA Liaison Officer and carries out the principal functions of the Secretary of the Navy, Chief of Naval Operations, and Director, Navy Staff for these mandated programs. DNS-36 serves as the DON's senior manager for implementing, and administering policies, procedures, standards, and rules to ensure departmental compliance with the ever-changing provisions of the PA and FOIA programs.

In an effort to ensure that DNS-36 has the resources available to achieve DON FOIA/PA goals, and requirements established by Congress, OMB, DOJ, DOD, SECNAV, and CNO, contractor analyst support is required.

#### **3. Scope:**

OPNAV is seeking analytical support to accomplish tasks such as; program management, project management, project leadership, business research, etc. It is the objective that the right information be made available, at the right time, to the right person, in order to make the appropriate decision and to have the ability to capture information and data in a timely manner for the proper oversight and control of the awards program.

#### **4. Tasks:**

##### **4.1.1 OPNAV DNS-33 (Fleet and Shore Consultant) Security Clearance – Secret**



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The contractor shall assist OPNAV in their management of the Shore and Fleet Organization, Managers Internal Control Program (MICP), and CNO Audit Liaison. The contractor shall provide OPNAV with administrative support for these programs. Assistance shall be provided to accomplish the following tasks:

- The contractor shall act as direct support to Branch head when acting as audit liaison between Naval Audit Service and OPNAV to collect OPNAV responses to Audit Service recommendations once an audit is complete, in accordance with OPNAVINST 5200.24C.
- The contractor shall act as direct support to Branch head to collect quarterly updates from OPNAV and Echelon II commands for the MICP Statement of Assurance when executing MICP duties as delineated in Title 31 U.S.C and SECNAVINST 5211.5 (Series).
- The contractor shall act as direct support to Branch head annually to collect, review, analyze, and process the MICP Statement of Assurance from OPNAV and Echelon II commands.
- The contractor shall act as direct support to Branch head annually to collect, review, analyze, and process OPNAV Risk Opportunity Assessment input in accordance with SECNAV ADMIN 15JUL2004 DON Oversight Planning Board Charter which will be provided onsite.
- The contractor shall review, analyze and recommend responses concerning Fleet organization change proposals, in accordance with OPNAVINST 5400.44A.
- Identifies nature of proposed change, evaluates change requested to ensure consistency with current policy and guidance published in OPNAV and SECNAV directives, and provides solutions or recommends courses of action for obtaining approval or modification of requested change.
- Develops statistical and narrative data to justify recommended approach to resolving organization issues and to support recommendations.
- Prepares letters, notices, and messages for release by CNO or SECNAV outlining the organizational change and appropriate action required.
- Independently conducts non-routine evaluations, conventional analyses and internal reviews on activities and organizations of the operating forces. Examines structure, organizational relationships, and historical background. Prepares reports outlining systemic problems with recommendations and proposed corrective actions.
- Analyzes and reviews documentation procedures and administrative processes such as controls, files, directives, forms, records control and disposal procedures relating to branch operations to ensure validity, applicability and maximum efficiency.
- Directly advises DNS-3 Director when DNS-33 Branch Head is absent on all matters related to DNS-33.
- Develop and maintain points of contact across navy relating to OCR/SNDL matters; primarily across Joint Staff, OSD, OPNAV, Combatant commands, and echelon 2 and below commands.
- Reviews office automation procedures (to include NORMS) to improve efficiency and streamline branch operations.
- Execute all analytical work independently and only seek guidance from supervisor on problems of exceptional difficulty for discussion and advice.
- Employs the NORMS and HQWEB (or equivalent successor programs) to process electronically all OCRs.
- Aids in the maintenance and monthly publication of the Standard Navy Distribution List (SNDL).

**4.1.2 OPNAV DNS-35 (NDAWS/VARMS Project Manager) Security Clearance – Secret**

The contractor shall assist OPNAV (DNS-35) in their management of the Navy's NDAWS and VARMS Program. The contractor will provide OPNAV with administrative and management support for this program. Assistance shall be provided to accomplish the following tasks:

- The contractor shall help CNO CIO and his contract staff to provide direct technical support for NDAWS and VARMS.
- The contractor shall act as primary administrator/manager for NDAWS and VARMS databases.
- Liaison with primary IT contractor for items related to development and deployment of new versions of NDAWS and VARMS.
- Liaison with primary IT contractor for all troubleshooting systemic or system wide issues related to NDAWS and VARMS.
- Act as CNO subject matter expert for NDAWS and VARMS.
- Independently conducts non-routine evaluations, conventional analyses and internal reviews of NDAWS / VARMS. Examines structure, organizational relationships, and historical background. Prepares reports outlining systemic

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problems with recommendations and proposed corrective actions.

- Develop and maintain points of contact across Navy relating to NDAWS and VARMS matters; primarily across Joint Staff, OSD, OPNAV, Combatant commands, and echelon 2 commands but not limited to those.
- Process requests for access or revoke access to NDAWS/VARMS.
- Maintain NDAWS Module on Navy Awards Website.
- Conduct research and analysis to support CNO participation in various OSD and DON level military awards projects or policy working groups.
- Review and process new requests for personal awards for active or veteran Sailors, or new requests for unit awards from commanders, and those that are beyond either statutory or regulatory time limits under either 10 USC 1130 or waiver to 10 USC 6248.
- Prepares letters, notices, and messages for release by CNO or SECNAV as required to notify the fleet of new procedures, policies, or programs as applicable to CNO Awards.
- Respond to inquiries from multiple sources (i.e. members of Congress, OSD, the SECNAV, the CNO, next of kin, active/retired/veteran Sailors, and historians/researchers) concerning entitlement of individual active duty, retired, veteran and deceased Sailors to military personal, service, campaign, and unit awards.
- Execute all analytical work independently and only seek guidance from supervisor on problems of exceptional difficulty for discussion and advice.

**OPNAV DNS-36 (FOIA/PA) Security Clearance – Top Secret**

In addition, contract support services are required to support DNS-36 Navy Freedom of Information (FOIA) & Privacy Act (PA) Programs. The vendor will provide subject matter expertise for the overall management and execution of the mandated programs, to include Executive Order 13,392, accordingly. Vendor analysts shall assist OPNAV (DNS-36) with the proper management and execution of the following tasks as defined:

- Address and process all Privacy Act action items in a timely manner.
- Review, track, and log all DON System of Record Notices (SORNs)
- Create new SORNs, if applicable
- Generate the Privacy Act quarterly and annual reports.
- Process and track all Privacy Information Acts (PIAs).
- Review SECNAV/OPNAV instructions for FOIA/PA equities.
- Create Privacy SOPs, best practice materials and provide support to the training curriculum.
- Acknowledge all incoming FOIA requests within 10 days and assign each a specific case number; thus ensuring a complete administrative record.
- Rewrite sample FOIA Response Letters to include case specific application.
- Download all electronic and manually received FOIA requests, consults, and congressional inquiries and log within 24 hours of receipt.
- Identify and track all expedited FOIA/PA requests and provide solutions within the statutory 10 days.
- Process and track all Strategic Systems Programs (SSP) FOIA/PA requests.
- Input FOIA/PA information into tasker systems for all CNO and SECNAV FOIA/PA requests, ensuring suspense dates are met throughout the process.
- Provide requesters with the appropriate 10 day extension letters and grant extensions as required.
- Research requests to determine official/activity having cognizance over requested information.
- Redact documents using an electronic redaction program (REDAX).
- Ensure un-perfected requests are resolved and liaison with requesters on how best to refine their process.
- Prepare responses IAW SECNAV Correspondence Manual.
- Make electronic files of actions taken.
- Compile and prepare SECNAV/OPNAV submission to the periodic FOIA/PA Report.
- Consolidate all Echelon I and II reports for submission to DOJ.
- Prepare analysis of report and disseminate.
- Utilize existing “IT” tool to update frequently requested documents.
- Utilize “IT” tool to enter information dealing with Navy contracts which deal with various Navy functions that have public interests. Review FOIA/PA websites and prepare new content. Ensure URL links connect and website is updated.

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- Develop database of contracts.
- Ensure electronic reading room is populated with frequently requested documents.
- Prepare weekly status report on pending actions.
- Review Microsoft Access Tracking Database.
- Maintain and update points of contact listings.

### Specific Knowledge Required (DNS-36)

- All potential candidates must attend initial or refresher FOIA/PA training **PRIOR** to reporting. The contractor shall ensure their employees have the proper training prior to reporting for work. The minimum threshold is Graduate School USA (USDA) Freedom of information and Privacy Acts course, Code: PMGT700D.
  - [http://graduateschool.edu/course\\_details.php?cid=PMGT7000D](http://graduateschool.edu/course_details.php?cid=PMGT7000D)
  - Alternates are acceptable if first approved by DNS-36 FOIA/PA Branch Head.
- All contractors shall be required to complete all the online training within the first month of reporting to work. The contractors shall complete FOIA 101 Training provided online via Defense Connect Online. This is a three hour video lecture on the very basics of Federal Government FOIA Process and is listed below:
  - FOIA 101 Part 1: <https://connectcol.dco.dod.mil/p8gujxberbi/>
  - FOIA 101 Part 2: <https://connectcol.dco.dod.mil/p5xqzr6zr9u/>
  - FOIA 101 Part 3: <https://connectcol.dco.dod.mil/p1sin0wxptn/>
  - DNS-36 can provide most current links and training videos.
- All contractors must attend minimum of three days of refresher training annually while working FOIA and Privacy Act. The Government shall be responsible for the refresher training.

### 5. Period of Performance:

The period of performance for this requirement is 21 August 2015-20 August 2016 and 2 option periods.

### 6. Place of Performance:

The place of performance for this requirement is the Washington Navy Yard in Washington, DC.

### 7. Minimum Qualifications:

#### Project Manager

**Description:** Responsible for managing and overseeing work performance of one or more tasks. Primarily responsible for planning, managing and overseeing work efforts of project team personnel; determining and monitoring task order schedule and budgets. Provides project briefs to customers; Ensures compliance with all contract and task order requirements and quality standards. Provides technical guidance to the project team in performance of the work and reviews quality of all work products.

**Education:** Bachelor's degree and 7 years of experience in a related field or area, or Master's degree and 5 years of experience in a related field or area, or 10 years of experience in a related field or area can be substituted for a degree; Knowledge of the organization, function and operation of the Department of the Navy

**Technical (DNS-35):** Knowledge of Microsoft Family of office programs to include Outlook, Word, Excel, Access and PowerPoint. Knowledge of the Department of the Navy (primary) awards systems and experience managing NDAWS or similar awards database program. Knowledge of Department of the Army or Department of the Air Force awards systems could be acceptable (secondary). Knowledge of management information system/office automation applications, principles and practices e.g. NDAWS, VARMS

#### Senior Technical Writer

**Description:** Designs, plans, writes and produces documentation including reports, manuals and other project deliverables to meet contract requirements. Reviews and edits documents developed by others for accuracy and quality of content, organization, language, format consistency and conformance with established standards; Ensures that final documents meet contract requirements and regulations.

**Education:** Bachelor's degree and 4 years of experience in a related field or area or 8 years of experience in a related field or area can be substituted for a degree; Knowledge of the organization, function and operation of the Department of the Navy

**Technical (DNS-36):** Knowledge of Microsoft Family of office programs to include Outlook, Word, Excel, Access and PowerPoint. Knowledge of the organization, function and operation of the Department of the Navy. Knowledge of management information system/office automation applications, principles and practices with FOIA tracking in accordance with Freedom of Information Act e.g. FOIA Online

#### Technical Writer

**Description:** Performs technical writing research and editing functions to prepare briefings, manuals and other contract deliverables to meet contract requirements and responds to requests for information. Organizes material and completes writing assignments with regard to order, clarity, conciseness, style and terminology. Creates, disseminates, and maintains technical documents.

**Education:** Bachelor's degree and 3 years of experience in a related field or area or 6 years of experience in a related field or area can be substituted for a degree; Knowledge of the organization, function and operation of the Department of the Navy

**Technical (DNS-36):** Knowledge of Microsoft Family of office programs to include Outlook, Word, Excel, Access and PowerPoint. Knowledge of the organization, function and operation of the Department of the Navy. Knowledge of management information system/office automation applications, principles and practices with FOIA tracking in accordance with Freedom of Information Act e.g. HQWeb, FOIA Online

**Technical (DNS-35):** Knowledge of Microsoft Family of office programs to include Outlook, Word, Excel, Access and PowerPoint. Knowledge of the Department of the Navy (primary) awards systems and experience managing NDAWS or similar awards database program. Knowledge of Department of the Army or Department of the Air Force awards systems could be acceptable (secondary). Knowledge of

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management information system/office automation applications, principles and practices e.g. NDAWS, VARMS

**Documentation Specialist**

**Description:** Gathers, analyzes and composes technical information, conducts research and ensures the use of proper technical terminology; Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

**Education:** Associate's Degree in a related field or 2 years of relevant experience in related field or area can be substituted for a degree; Knowledge of the organization, function and operation of the Department of the Navy

**Technical (DNS-36):** Knowledge of Microsoft Family of office programs to include Outlook, Word, Excel, Access and PowerPoint. Knowledge of the organization, function and operation of the Department of the Navy. Knowledge of management information system/office automation applications, principles and practices with FOIA tracking in accordance with Freedom of Information Act e.g. HQWeb, FOIA Online

**Consultant**

**Description:** Participates in the planning, organizing and performance of work associated with projects. Contributes to the performance of project activities and preparation of work related to the project and uses the most current methods, tools and techniques in performance; Provides technical expertise in subject area; Assists in the analysis and identification of business processes in requirements determination; Makes sure that products meet quality standards. Assists in planning work efforts and that schedules and budgets are in line with project objectives.

**Education:** Bachelor's degree and 4 years of experience in the field or related area or 6 years of experience in a related field or area can be substituted for a degree; knowledge of the organization, function and operation of the Department of the Navy

**Technical (DNS-36):** Knowledge of Microsoft Family of office programs to include Outlook, Word, Excel, Access and PowerPoint. Knowledge of the organization, function and operation of the Department of the Navy. Knowledge of management information system/office automation applications, principles and practices with FOIA tracking in accordance with Freedom of Information Act e.g. HQWeb, FOIA Online

**Technical (DNS-33):** Knowledge of Microsoft Family of office programs to include Outlook, Word, Excel, Access and PowerPoint; Knowledge of the organization, function and operation of the Department of the Navy. Knowledge of management information system/office automation applications, principles and practices e.g. HQWeb.

**8. Government Furnished Equipment/Property/Information:**

- Work spaces with standard Navy computer, software suite and connectivity.
- Building passes for the location in which work will be performed and Command Access Card (CAC)
- Access to applicable Navy information systems and other software, models, and databases as required for the performance of the above listed tasks. (Provided all Information Assurance requirements are met).

**9. Security Requirements:**

**9.1. OPNAV DNS-35 NDAWS/VARMS/ Veteran Awards Program**

A SECRET security clearance shall be required of all contractor personnel prior to reporting for this task. Contractor personnel assigned to this task shall also be required to complete a System Authorization Access Request-Navy (SAAR-N) as needed to access Navy IT systems. The DD254 will be provided at the basic contract level.

**10. OPNAV DNS-36 Navy Freedom of Information (FOIA) & Privacy Action (PA) Programs**

A TOP SECRET security clearance shall be required of all contractor personnel prior to reporting for this task. Contractor personnel assigned to this task shall also be required to complete a System Authorization Access Request-Navy (SAAR-N) as needed to access Navy IT systems. The DD254 will be provided at the basic contract level.

**11. Travel:**

There is no anticipated travel for this task order.

**12. Other Direct Costs (ODCs):**

No anticipated ODCs for this task order.

**13. Deliverables:**

Deliverables shall be prepared according to instructions as identified in the Contract Data Requirements List (CDRL) DD Form 1423 (attached).

A summary of the deliverables is as follows:

Item	Frequency	Level of Inspection	Recipient
Monthly Progress Report (A001)	15th Day of month	100% by DNS	TPOC

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Financial Report (A002)	3 business days after invoice submission in WAWF	100% by DNS	TPOC
DNS-36 Weekly Status Report (A003)	Weekly	100% by DNS	TPOC

**13.1 Deliverable Detail:**

Deliverables are to be distributed as outlined above and submitted electronically (word, PDF, excel) via email. Weekly/Monthly progress reports for the tasks performed under this PWS shall summarize the results of work performed, work in progress, deliverable status, staffing plan, problems encountered and recommendations. The reports shall also identify the contractor’s plans and schedule for accomplishing contract requirements in the next month. The financial reports shall detail the manpower expended and expenses incurred related to that task order period.

**14. Performance Standards**

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR’s annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

**15. Other Pertinent Information:**

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### 16.1 Acronyms:

CAR - Combat Action Ribbon  
CNO - Chief of Naval Operation  
DON – Department of the Navy  
DNS - Director of Navy Staff  
DNS-33 – Organization Management Branch  
DNS-35 – Navy Awards Branch  
DNS-36 – FOIA and PA Branch  
Executive Order 13392 - ensures appropriate agency disclosure of information  
FOIA - Freedom of Information Act  
MICP – Managers Internal Control Program  
NDAWS – Navy Department Awards Web Services  
NORMS – Navy Organization Request Management System  
NHHC - Naval History and Heritage Command  
OCR – Organization Change Request  
ODC – Other Direct Costs  
OPNAV – Operational Navy  
PA - Privacy Action  
PIA – Privacy Information Act  
REDAX - Software Tool for redacting FOIA documents; authorized for use by DoD  
SNDL - Standard Navy Distribution List  
SORN – System of Record Notice  
VARMS - Veteran Awards Records Management System

### 16. Points of Contact

#### **Contacting Officer's Representative (COR)**

Neion Snowden  
(703) 693-0924  
[neion.snowden@navy.mil](mailto:neion.snowden@navy.mil)

#### **Contracting Office POC:**

Stephen Ngotho  
(215) 697-9731  
[stephen.ngotho@navy.mil](mailto:stephen.ngotho@navy.mil)

### **NMCARS 5237.102-90**

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NAVY a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each year. Contractors may direct questions to the help desk linked at <https://doncmra.nmci.navy.mil>.

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## **SECTION D PACKAGING AND MARKING**

N/A



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## **SECTION E INSPECTION AND ACCEPTANCE**

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

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

7000	8/21/2015 - 8/20/2016
7001	8/21/2016 - 8/20/2017

### **CLIN - DELIVERIES OR PERFORMANCE**

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

7000	08/21/2015 - 08/20/2016
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The periods of performance for the following Option Items are as follows:

7001	08/21/2016 - 08/20/2017
7002	08/21/2017 - 08/20/2018

Services to be performed hereunder will be provided at the Washington Navy Yard in Washington, DC.

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative/Task Order Manager(TOM)  
Neion T Snowden, DNS-82  
2000 Navy Pentagon  
Washington, DC 20350  
[neion.snowden@navy.mil](mailto:neion.snowden@navy.mil)  
703-693-0924

### PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

### 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

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

(End of Clause)

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow

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(WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

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

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

N47039

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

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

[neion.snowden@navy.mil](mailto:neion.snowden@navy.mil)

[sorrano.littleton-jo@navy.mil](mailto:sorrano.littleton-jo@navy.mil)

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(g) WAWF point of contact.

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

WAWF point of contact.

[neion.snowden@navy.mil](mailto:neion.snowden@navy.mil)

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

(End of clause)

**INCREMENTAL FUNDING**

This task order is incrementally funded. For option period one, the amount currently available for payment hereunder is limited to \$1,307,572.81. Subject to the General Provisions of the contract and the clause FAR 52.232-22 entitled "Limitation of Funds"(APR 1984), no legal liability on the part of the Government in excess of \$1,307,572.81 shall arise unless additional funds are incorporated as a modification to this contract.

**AVAILABILITY OF FUNDS**

Funding provided hereunder for **ACRNs: AE and AF** are subject to the Continuing Resolution Acts, if any, and the final FY17 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered by CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA(s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY 17 Appropriations Act.

Accounting Data

SLINID	PR Number	Amount
700001	N4703915RCD9221	594657.93
LLA :		
AA 1751804 11T0 252 47039 B 068892 2D CD9221		

BASE Funding 594657.93  
Cumulative Funding 594657.93

MOD 01 Funding 0.00  
Cumulative Funding 594657.93

MOD 02 Funding 0.00  
Cumulative Funding 594657.93

MOD 03

700002	N4703916RCD1057	396438.62
LLA :		
AB 1761804 11T0 252 47039 B 068892 2D CD1057		

700003	1300548549	69931.73
LLA :		
AC 1761804 3D2D 253 00030 0 050120 2D 000000		
Standard Number: N0003016PR00215		

MOD 03 Funding 466370.35  
Cumulative Funding 1061028.28

MOD 04

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700002 N4703916RCD1057 198219.30  
 LLA :  
 AB 1761804 11T0 252 47039 B 068892 2D CD1057

MOD 04 Funding 198219.30  
 Cumulative Funding 1259247.58

MOD 05

700101 N4703916RCD1185 600813.12  
 LLA :  
 AD 1761804 11T0 251 47039 B 068892 2D CD1185

700102 1300548549-0001 18000.00  
 LLA :  
 AC 1761804 3D2D 253 00030 0 050120 2D 000000  
 Standard Number: N0003016PR00215  
 COST CODE: A00003266282

MOD 05 Funding 618813.12  
 Cumulative Funding 1878060.70

MOD 06 Funding 0.00  
 Cumulative Funding 1878060.70

MOD 07 Funding 0.00  
 Cumulative Funding 1878060.70

MOD 08

700103 N4703917RC00087 600813.10  
 LLA :  
 AE 1771804 11T0 251 01139 056521 2D N47039 DNC47RC00087  
 Cost Code DNC47RC00087

700104 1300623551 87946.59  
 LLA :  
 AF 1771804 3D2D 251 00030 0 050120 2D 000000 A10003831901  
 Standard Number: N0003017WX00237  
 Cost Code A10003831901

MOD 08 Funding 688759.69  
 Cumulative Funding 2566820.39

MOD 09 Funding 0.00  
 Cumulative Funding 2566820.39

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

#### (b) PPBE Documents and Data

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

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

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

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

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

#### (e) Non-Disclosure/Non-Use Agreements

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

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

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this contract.

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

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

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

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

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

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

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

(g) Exception

This "Non-Disclosure and Non-Use of Information and/or Data" provision does not apply to information and/or data

that (i) Contractor knew before the Navy disclosed it; (ii) has become publicly known through no wrongful act of Contractor; or (iii) the Contractor developed independently, as evidenced by appropriate documentation. The Contractor shall be responsible for ensuring that all contractor personnel who obtain such data/information understand and abide by the terms of this provision.

(h) Government Remedy

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

(i) Non-disclosure/Non-Use Agreements

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

(j) Disposal of Documents

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



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## SECTION I CONTRACT CLAUSES

### 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 30 days prior to the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

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:

### 52.217-5 -- Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

### 52.224-1 -- Privacy Act Notification

Privacy Act (Apr 1984)

(a) The Contractor agrees to –

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

#### **CLAUSES INCORPORATED BY REFERENCE**

**52.219-6 Notice of Small Business Set-Aside**

**252.242-7006 Accounting System Administration**

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## **SECTION J LIST OF ATTACHMENTS**

CAP

QASP

Past Performance Information Form

Staffing Matrix

DD254

CDRL's