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## **GENERAL INFORMATION**

The purpose of this modification is to:

The Line of Accounting information is hereby changed as follows:

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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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		Base Year in accordance with SOW.					\$1,656,187.00
7000AA	J099	HOLDING SLIN FOR BASE YEAR LABOR (7000)					\$1,346,187.00
7000AB	J099	Funding for ; 2410(a) Authority is hereby invoked					\$80,000.00
7000AC	J099	Funding for 2410(a) Authority is hereby invoked					\$90,000.00
7000AD	J099	Funding for ; 2410(a) Authority is hereby invoked					\$140,000.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverables for Base Year; Not Separately Priced					NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Year 1 in accordance with SOW.					\$1,716,978.00
7100AA	J099	OPTION YEAR 1 LABOR  Option					\$1,716,978.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Date Deliverables for Option Year 1; Not Separately Priced					NSP

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Year 2 in accordance with SOW.					\$1,744,334.00
7200AA	J099	OPTION YEAR 2 LABOR					\$1,744,334.00

Option

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverables for Option Year 2; Not Separately Priced					NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Year 3 in accordance with SOW.					\$1,791,612.00
7300AA	J099	OPTION YEAR 3 LABOR					\$1,791,612.00

Option

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverables for Option Year 3; Not Separately Priced					NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Year 4 in accordance with SOW.					\$1,832,363.00
7400AA	J099	OPTION YEAR 4 LABOR					\$1,832,363.00

Option

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverables for Option Year 4; Not Separately Priced					NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Base Year ODC in accordance with SOW.			\$262,611.00
9000AA	J099	ODC in support of CLIN 7000			\$242,611.00
9000AB	J099	ODC in support of CLIN 7000; 2410(a) Authority is hereby invoked			\$20,000.00
9100		Option Year 1 ODC in accordance with SOW.			\$264,214.00
9100AA	J099	OPTION YEAR 1 ODC in support of CLIN 7100 Option			\$264,214.00
9200		Option Year 2 ODC in accordance with SOW.			\$265,867.00
9200AA	J099	ODC in support of CLIN 7200 Option			\$265,867.00
9300		Option Year 3 ODC in accordance with SOW.			\$267,571.00
9300AA	J099	ODC in support of CLIN 7300 Option			\$267,571.00
9400		Option Year 4 ODC in accordance with SOW.			\$269,330.00
9400AA	J099	ODC in support of CLIN 7400 Option			\$269,330.00

### B.1 TYPE OF ORDER

This Task Order is a term (Level-of-Effort) type order  
Items in the 7xxx series are Cost-Plus-Fixed-Fee.  
Items in the 7x99 series are Not Separately Priced (NSP).  
Items in the 9xxx series are Cost-Only, excluding fee.

### B.2 ADDITIONAL CLINS

Additional CLINS may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall Level-of-Effort, estimated cost, or fixed-fee of the Task Order.

### B.3 FEE RATE

The following table is to be completed by the Offeror and reflects the hourly rate to be billed.

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**B.4 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \_\_\_\_\_ at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**B.5 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**B.6 HQ B-2-0009 NOTE (CDRL)**

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

**B.7 HQ B-2-0010 NOTE (OPTION)**

NOTE B - Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

**B.8 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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**B.9 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**B.10 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)**

This entire contract is cost type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1 BACKGROUND

Combat Direction Systems Activity Dam Neck (CDSADN) is required to provide continuous technical and engineering support for the Ship Self Defense Systems (SSDS) MK2 AN/UYQ-70 Suite of Equipment (Including Consoles, Processors and Ancillary Cabinets) and Navy Tactical Computer Resources (NTCR) suite of equipment from Original Equipment Manufacturers (OEMs). This support includes engineering, repair and integrated logistics support. The purpose of this contract is to provide Contractor support to Naval Surface Warfare Center Dahlgren/Dam Neck (NSWC DD/DN) by the accomplishment of the work described herein.

### C.2 SCOPE

This Statement Of Work (SOW) defines the requirements for Contractor support to be provided NSWC DD/DN, for engineering, and Subject Matter Expert (SME) support services relating to the engineering, installation, system software/firmware integration support, configuration, integration, test, maintenance, and repair support for the Original Equipment Manufacturer (OEM), portion of NTCR and SSDS MK2 AN/UYQ-70 Suite of Equipment (Including Consoles, Processors and Ancillary Cabinets), tactical, communications, and emulation equipment as well as the AN/UYK-43A(V) and AN/UYQ-70 Systems, Advance Combat Direction System (ACDS), Combat Direction System (CDS), and associated subsystems and equipment.

The Contractor shall provide engineering and technical services to support NSWC DD/DN assigned NTCR, SSDS MK2 AN/UYQ-70 Suite of Equipment (Including Consoles, Processors and Ancillary Cabinets) and the AN/UYK-43A(V) and AN/UYQ-70 equipment, systems, subsystems, components, and programs.

This equipment may be permanent, temporary, or carry-on. Interconnections may be by common, multi-conductor electrical cables and connectors or by fiber optic cabling and connectors. Types of equipment may include U.S. Navy and Foreign Military Sales (FMS) shipboard, land-based and submarine based combat systems processing, display, communications, emulation equipment and peripheral systems. Support services to be provided consist of developing and improving maintenance procedures; improving equipment performance; developing, reviewing and verifying technical documentation; providing engineering and logistics services; upgrading and improving Human Systems Interface/Human Factors Interface (HSI/HFI); obsolescence reduction/mitigation; technology and commercial of the shelf (COTS) insertion and integration; training; depot and documentation support.

### C.3 APPLICABLE DOCUMENTS

There are no specifications or standards (neither Government nor commercial) requiring adherence or compliance thereto, necessary for successful performance of this effort. There are, however, specifications, standards, instructions, directives, and other publications, specific portions of which, may be cited as guidance for the Contractor in determining the content and format of data and other products to be delivered.

**C.3.1** The documents listed below are applicable to this contract. This list is not intended to be all-inclusive and the current edition(s) may be governing.



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MIL-HDBK-454A	General Guidelines for Electronic Equipment
MIL-STD-31000A	Technical Data Packages 26 FEB 13
NSTS 9090-310F	Alterations to Ships Accomplished by Alteration Installation Teams
MIL-STD 100G	Engineering Drawing Practices
MIL-PRF-29612B	Training Data Products
GEIA-STD-0007	Logistics Management Information
MIL-STD-2073-1E CH1	DoD Standard Practice for Military Packaging 7 JAN 11
DOD-STD-1701 NOT 1	Hardware Diagnostic Test System Requirements
MIL-T-47500 SUP 1	General Specification for Technical Data Package
MIL-T-47500/6 NOT 1	Technical Data Packages Quality Assurance Provisions
EIA-649	Configuration Management
MIL-STD-1285D CH 1	Marking of Electrical and Electronic Parts 10 NOV 10
MIL-D-23140D	Drawings, Installation Control, for Electronic Equipment
MIL-DTL-31000C	Technical Data Packages
MIL-STD-1339C	Fitting Out Procedures - Ships
ANSI-Z39.18-95	Scientific and Technical Reports - Elements, Organization, and Design
MIL-P-24534A NOT 1	Planned Maintenance System: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation

#### **C.4 REQUIREMENTS**

##### **C.4.1 MANDATORY REQUIREMENTS**

The following mandatory requirements shall be maintained throughout the life of the contract.

**Requirement 1** - Facility Location - The Contractor shall have and maintain a facility, to serve as the principle place of performance within 60 miles of CDSADN Virginia Beach, VA.

**Requirement 2** - Facility Security Clearance - The Contractor's facility must be cleared at the SECRET level for both processing and storage.

**Requirement 3** - Personnel Security Clearance - All personnel performing tasks under this Task Order shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET. Interim SECRET clearances are acceptable at time of award.

**Requirement 4** - Personnel - The Contractor shall have at least one person available and located at the principle place of performance for all Labor Categories at contract award.

##### **C.4.2 SPECIFIC REQUIREMENTS**

**C.4.2.1 Engineering:** The Contractor shall analyze operational and maintenance performance data to determine design defects detracting from the equipment or system's capability to perform its intended operational requirements and to meet its maintainability and reliability requirements.

The Contractor shall recommend corrections or improvements for translation

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into detailed engineering changes, and develop engineering changes and/or alterations to provide improvements, and to correct service deficiencies, improve logistic support, and produce life cycle cost savings.

The Contractor shall participate in the development, maintenance, and planning for execution of Fleet Modernization Program (FMP) related programs as well as plan, develop, and conduct fleet test programs.

The Contractor shall conduct In-Progress Reviews or progress of all items under development.

The Contractor shall analyze, develop and provide required hardware/software /firmware engineering solutions for obsolescence issues, including reverse engineering, technology refresh, and Commercial Off the Shelf (COTS) integration.

The Contractor shall provide proposed tech refresh Circuit Card Assemblies (CCA) and equipment for the purpose of test and evaluation in order to determine the viability of the item as a suitable COTS replacement.

The Contractor shall perform diagnostic and simulation testing and evaluation of proposed COTS hardware and software solutions.

The Contractor shall review, formulate, establish, and/or maintain specifications, standards, production inspection criteria and procedures for newly designed equipment.

The Contractor shall provide operational equipment/systems engineering consultant services to all levels of maintenance.

The Contractor shall participate in establishing the technical criteria governing condition coding, including reclamation, condemnation, and demilitarization.

The Contractor shall maintain and update general subsystem installation and alignment requirements from which the responsible installing agency can prepare detailed installation specifications and plans compatible with ship's class or individual ships.

The Contractor shall provide consultant engineering assistance during conduct of shipboard/shipyard installation and testing.

The Contractor shall perform consultant technical assistance during new equipment installations systems, engineering changes, and alterations.

The Contractor shall provide consultant engineering services and assistance for corrections beyond the skill and resources capability of the fleet.

The Contractor shall develop, review, and comment on proposed engineering changes, waivers, deviations, and alterations to determine impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost.

The Contractor shall identify and document hardware and software discrepancies and recommend corrective action.

The Contractor shall develop, modify, and integrate, equipment assemblies, and software associated with modifications.

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The Contractor shall perform consultant technical assistance for assemblies, units, systems, equipment, engineering changes, and alterations.

The Contractor shall provide on-site engineering investigations to evaluate reliability, maintainability, performance, availability, quality of systems and equipment.

The Contractor shall review and develop various drawings and changes to drawings on equipment. These drawings shall include:

Engineering Drawings

Develop Engineering Change Proposals (ECPs) and Field Change Bulletins (FCBs).

Develop and maintain Ships Change Documents (SCDs)

**C.4.2.2 Depot Support:** The Contractor shall conduct shipboard proofing of equipment alterations for evaluation of engineering design and logistic support items.

The Contractor shall maintain test procedures.

The Contractor shall analyze testing procedures, test points, and test features, and review general and special purpose test equipment requirements, and recommend improvements on newly designed equipment.

The Contractor shall analyze test and maintenance procedures and review tool, jigs, and fixture requirements and recommend improvements on newly designed equipment.

The Contractor shall review and recommend improvements to test procedures, test points, general and special purpose test equipment, tools, jigs, and fixtures on newly designed equipment.

The Contractor shall participate in determining maintenance facility design criteria for complete support of newly designed equipment.

The Contractor shall maintain and update maintenance inspection criteria and procedures for repair and overhaul of newly designed equipment.

**C.4.2.3 Logistics:** The Contractor, as related to newly designed equipment, shall develop, review, and maintain technical manuals, and other technical data including Interactive Electronic Technical Manuals (IETMs); Electronic System Operator Manuals (ESOMs); Quick Reference Guides (QRGs) and web-based information delivery systems, and propose and implement improvements.

The Contractor, as related to newly designed equipment, shall coordinate reviews to ensure compatibility with the overall test program.

The Contractor, as related to newly designed equipment, shall provide technical and logistics support for Interactive Electronic Technical Manual (IETM) and Shareable Content Object Reference Model (SCORM) Training product development, maintenance, and conversion to include the following:

The Contractor, as related to newly designed equipment, shall develop and maintain tech data products (tech manuals and training) in Extensible Markup Language (XML). The Contractor shall develop and maintain mapping guides and outlines to support reuse, repurposing, commonality and interoperability of technical data for Integrated Learning Support (ILS) products.

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The Contractor, as related to newly designed equipment, shall develop and maintain software to support tech data management, display, presentation, and/or installation of XML-based tech data products.

The Contractor, as related to newly designed equipment, shall develop source code to enable interoperability (exchange) and management of tech data between Content Management System (CMS) and external tech data development environments. Perform configuration management and version control of developed source code.

The Contractor, as related to newly designed equipment, shall conduct validation of tech data during development and maintenance of tech data products.

The Contractor, as related to newly designed equipment, shall conduct tests of developed products in simulated Government shipboards or at Government shore site environments.

The Contractor, as related to newly designed equipment, shall review, evaluate and analyze problem/change reports and change proposals for tech data or software products.

The Contractor, as related to newly designed equipment, shall perform research, analysis and evaluation of IETM and SCORM training product development tools and products and provide recommendations for process and/or product improvements.

The Contractor, as related to newly designed equipment, shall participate in reviews, planning, and working group meetings and technical data management conferences.

The Contractor, as related to newly designed equipment, shall provide input to empirical data banks for use in establishing parameters to be used as an aid in determining future design and support requirements. Update integrated system databases.

The Contractor, as related to newly designed equipment, shall develop, review and update Provisioning Technical Data (PTD) for newly designed equipment.

The Contractor, as related to newly designed equipment, shall provide solutions for obsolescence issues.

The Contractor, as related to newly designed equipment, shall provide solutions for the installation and evaluation of specific alterations and changes to shipboard systems and equipment including tests and procedures to be employed.

The Contractor, as related to newly designed equipment, shall perform spares modeling to provide Installation Checkout, On-board Repair Parts (INCO/OBRP) and Interim Support Items List (ISIL) recommendations for newly designed equipment.

The Contractor, as related to newly designed equipment, shall analyze reliability, maintainability, test, technical evaluation, and production feedback to determine and report specific items with need for improvements in equipment reliability, maintainability, maintenance requirements, quality requirements, and logistic support.

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The Contractor, as related to newly designed equipment, shall establish, execute, and maintain analysis programs that quantify the impact of proposed and implemented design and logistic support changes on cost and operational availability.

The Contractor, as related to newly designed equipment, shall develop or update training material required as a result of equipment/system design changes on newly designed equipment.

The Contractor, as related to newly designed equipment, shall develop and/or review and comment on Integrated Logistic Support (ILS) plans for new or modified systems/equipment.

The Contractor, as related to newly designed equipment, shall ensure that configuration management records will support the establishment of an Integrated Logistic Support package for equipment, technical manuals, technical data, training material, provisioning, and Assembly Parts List (APL) on newly designed equipment.

The Contractor, as related to newly designed equipment, shall provide support to the cognizant Change Control Board (CCB) to review engineering changes and make recommendations for approval or disapproval.

The Contractor, as related to newly designed equipment, shall provide best source data for establishing and updating the Configuration Data Manager's Database - Open Architecture (CDMD-OA).

The Contractor, as related to newly designed equipment, shall provide engineering consultant services to the inventory control points for repair-part procurement.

The Contractor, as related to newly designed equipment, shall provide provisioning engineering support to insure that initial provisioning on newly designed equipment reflects proper maintenance and support philosophies.

The Contractor, as related to newly designed equipment, shall review production engineering changes for impact on maintenance and logistic support (including spare and repair parts considering operational configuration baselines).

The Contractor, as related to newly designed equipment, shall provide a technical library and library services for collecting, storing, retrieving, distributing, and accounting for operational, test, and simulation programs.

The Contractor, as related to newly designed equipment, shall develop integrated, non-redundant, Planned Maintenance System (PMS) format test packages to determine equipment/system condition of material readiness during the operational life cycle.

#### **C.5 OTHER DIRECT COST FOR MATERIALS**

During the performance of this Task Order it may be necessary for the Contractor to procure materials or equipment (hereafter referred to as "materials") to respond to the mission requirements listed in the SOW. This Task Order is a service contract and the procurement cost of material, of any kind, that is not incidental to, and necessary for, the contract performance may be determined unallowable costs pursuant to FAR Part 31.

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The term "material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item.

The term "equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contactor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Any material acquired by the Contractor is subject to the requirements of the FAR and DFARS. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

#### **C.5.1 Costs Expressly Not Allowed for Direct Charge**

The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract unless supported by DCMA as a procedure of the Contractor's accounting procedures. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, other office equipment and supplies.

#### **C.5.2 List of Materials Approved for Purchase**

If the Contractor operates a DCMA approved purchasing system, individual purchases equal to or over \$10,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the Procuring Contracting Officer (PCO). If the Contractor does not operate a DCMA approved purchasing system, purchases equal to or over \$3,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from PCO. No purchases of any amount shall be executed by a Sub-contractor if they do not have a DCMA approved accounting system.

#### **C.5.3 Materials List**

The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements as stated in Sections C.5.2 above and C.5.4 and C.5.5 below.

- (1) Items needed to restore ACDS SSDS equipment Ready for Issue (RFI) condition to include painting, new cable assemblies, Circuit Card Assemblies, and Hard Drive Receivers.
- (2) Materials and items required to overhaul equipment onboard ships and shore sites.
- (3) Materials required for Integrated Logistics Support (ILS) including Installation and Check Out (INCO) parts, Portable Maintenance Aid (PMA) units required to read technical manuals and help configure systems.
- (4) Materials and items required to support circuit card/assembly repair.
- (5) Materials for packaging, handling, transportation and storage of

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parts/materials.

(6) Materials to support minor shipboard repairs, i.e., connectors, wiring harnesses, hardware, paint, etc.

#### **C.5.4 Required Approvals**

Prior written approval from the PCO shall be required for all purchases of materials under the following circumstances:

(a) If the Contractor (or Sub-contractor) possesses an approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.5.3, that equals \$10,000 or above may NOT be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

(2) A purchase of materials, from the list at Section C.5.3, less than \$10,000 may be executed with COR review and written approval. PCO approval is not required.

(3) An approved Information Technology Procurement Request (ITPR) is required for applicable IT procurements prior to purchase. All IT procurements shall have the COR review and written approval.

(b) If the Contractor does not possess an approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.5.3 above, less than \$3,000 per individual purchase may be executed with COR review and written approval. PCO approval is not required.

(2) A purchase of materials, from the list at Section C.5.3 above, that equals or exceeds \$3,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

(c) Separate multiple purchases of amounts valued below those thresholds stated in this section shall not be submitted to circumvent the COR and PCO review and approval procedure. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

#### **C.5.5 Procedure for Obtaining COR and PCO Approval**

To obtain COR and/or PCO approval, the Contractor shall do the following:

(a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with C.5.4 above and requires PCO approval, the COR shall submit the request via the Contract Specialist to the PCO for review and approval.

(b) Minimum requirements for a written request for purchase are as follows:

(1) Description of the material to be purchased

(2) Quantity

(3) Unit and total cost

(4) Delivery/freight charges

(5) Any associated service charges such as assembly, configuration, packing,

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etc.

(6) An explanation of the need for the material

(7) Copy of the competitive quotes received from potential suppliers

(8) The basis for the selection of the selected supplier

(9) Explanation of the determination of price reasonableness regarding the selected supplier cost

(10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer (seek assistance from Contract Specialist for guidance, if needed).

(c) Once the COR and/or PCO have reviewed the request, the Government shall notify the Contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the PCO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

#### **C.5.6 Property Management System**

The Contractor is required to possess and maintain an adequate property management system. The system must track all materials and ODC's associated with this contract.

#### **C.5.7 Disposition of Materials**

Upon completion of the Period of Performance, all material associated with this contract that is purchased by the Contractor and not depleted during the performance of the contract shall become the property of the Federal Government. The Contractor shall transfer all materials, not depleted, to the COR by way of a Material Inspection and Receiving Report (DD Form 250).

#### **C.6 GOVERNMENT FURNISHED ITEMS**

**C.6.1 Government-Furnished Material/Equipment:** Government facilities exist at CDSADN for Anti-Submarine Warfare (ASW) engineering and technical services. Additional items required by the Contractor for the performance of this Task Order and not identified herein shall be identified to the Contracting Officer's Representative (COR) and Subject Matter Expert (SME) when the requirement is recognized and may be provided on a case-by-case basis.

**C.6.2 Government-Furnished Property/Information (GFP/GFI):** Items required by the Contractor for the performance of this task and not identified herein shall be identified to the COR and SME when the requirement is recognized and may be provided on a case-by-case basis in accordance with the GFP and GFI clause terms in Section I.

**C.6.3 Handling:** All Government property being received for custody by the Contractor and all Government property being transferred from Contractor custody shall be documented on a DD Form 1149. Should a DD Form 1149 not accompany property being received for custody, the Contractor shall prepare one; obtain the necessary signatures (if possible, or annotate the circumstances), and process by sending a copy to the COR.

#### **C.6.4 Identification Badges**



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The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel requiring regular access to Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation or termination of an employee, and upon request by the Procuring Contracting Officer.

All Contractor personnel shall identify their company affiliation when answering or making telephone calls, sending email and when attending meetings where Government personnel or representatives from another Contractor are present.

## **C.7 REPORTS**

**C.7.1 Contract Level Data Items:** The Contractor shall deliver the data items, as described on the DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A.

**C.7.1.1 Government-Owned Property Reports:** Government-owned property in the custody of the Contractor shall be reported. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items provided by the Government as well as that which is Contractor-Acquired. The Contractor shall deliver monthly, in accordance with CDRL item Number A001 of Exhibit A to this contract, a Government-Owned Property Report.

### **C.7.2 Data Items**

**C.7.2.1 Annual Report:** An annual report, in accordance with CDRL Item No. A002 shall be delivered at the completion of each year of performance and shall include, in addition to the information specified in the referenced Data Item Description, a compilation of all individual interim progress reports.

**C.7.2.2 Interim Progress Report (Technical):** Interim progress reports (technical) (financial) shall be delivered during performance in accordance with CDRL Item No. A003, Exhibit A.

**C.7.2.3.1 Graphs:** This report includes, per the CDRL and referenced DID, graphs of ceiling, planned burn rate, actual expended, and funded to date for both dollars and labor-hours. Unless the Contractor anticipates this order to be expended in a linear level of effort, the Government expects that the line depicting the planned burn rate (dollars and labor-hours) will be depicted as a curve and not a straight line.

**C.7.2.3.2 Mitigation Plan:** If the curve depicting the actual expenditure (dollars and labor-hours) deviates from the planned burn rate by more than  $\pm 5\%$ , at the end of the reporting period, the Contractor shall include a Mitigation Plan in the report describing the process to be used to get back on track.

**C.7.2.3.3 Invoice Status:** A table shall be included in the financial report tabulating invoices against this order showing invoice number, date of invoice, total amount of invoice, date paid.

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**C.7.2.4** Conference Reports: The Contractor may be required to attend meetings, conferences, and working groups. Conference reports shall be delivered for all meetings, conferences, and working groups attended and which had four or more persons in attendance or for those in which action responsibilities, and/or milestones were assigned, regardless of the number of persons in attendance. Conference reports shall be delivered in accordance with CDRL Item No. A004, Exhibit A.

#### **C.8 TRAVEL REQUIREMENTS**

All travel under this Task Order must be authorized by the COR in writing or by electronic mail, and must show the appropriate work area number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not authorized by the COR.

#### **C.9 SKILLS AND TRAINING**

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Training necessary to ensure that personnel performing under this Task Order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, van, forklift, and/or man-lift) both on-site at NSWCDD and off-site in the performance of duties associated with the tasking of this contract, throughout the performance of this contract. The license(s)/certification(s) shall be obtained and maintained at the Contractor's expense.

The Contractor shall complete all mandatory training as prescribed by the Government for General, Safety, EMS, etc. topics. These training requirements are accessed through Government web based training (WBT), classroom training, or combination of both.

#### **C.10 TRANSPORTATION OF EQUIPMENT/MATERIAL**

The shipment of both Government and Contractor-furnished items are required for the performance of this contract. Typical items include:

- documentation
- test equipment
- tools

**C.10.1** Packing and packaging shall be as specified in the Section D of this contract. Classified items shall be protected in accordance with the Industrial Security Manual.

**C.10.2** All Government property being received for custody by the Contractor and all Government property being transferred from Contractor custody shall be

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documented on a DD Form 1149. Should property being received for custody not be accompanied by a DD Form 1149, the Contractor shall prepare one, obtain the necessary signatures (if possible, or annotate the circumstances), and process copies in the usual manner.

**C.10.3 Supporting Documentation Requirements** - The Contractor shall procure and have on hand basic repair items. In the event that a repair is needed, the Contractor shall be responsible for the replacement of the materials used in the repair unless otherwise directed by the Government. The Contractor shall be responsible for providing a complete price or cost analysis of any material costs and/or components required. This analysis will thoroughly support a determination that the prices are fair and reasonable and how that conclusion was made.

Proposal analysis guidelines in FAR 15.404 outline acceptable procedures that can be used to evaluate these prices/costs. A letter authorizing the contractor the use of Government Supply Sources, when applicable, will be provided. The Contractor shall not enter into any binding agreements with suppliers until the Government has reviewed and concurred with this analysis.

The analysis will be submitted electronically to the COR and the Contract Specialist for review and approval. The Contractor's monthly progress report shall provide an accurate inventory of the materials on hand and note any approvals received for the reporting period and any outstanding submissions awaiting government approval.

Further, upon completion of this task order all unused materials will be returned to the Government.

#### **C.11 SECURITY**

All personnel performing tasks under this Task Order shall possess, at minimum, a DoD Industrial Security Clearance of SECRET. Interim clearances are acceptable. Access to classified spaces and generation of classified material shall be in accordance with Department of Defense (DD) Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this Task Order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances.

(a) Contractor requests for visit authorizations shall be submitted in accordance with DoD 5520.22M (National Industrial Security Program Operating Manual", as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of the activity being visited via the COR for endorsement of need-to-know.

(b) Visit requests for Sub-contractors shall be submitted to the appropriate Contractor Facility Security Officer (FSO) for certification on need to know, when applicable.

##### **C.11.1 Information Security and Computer System Usage**

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DoD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits

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racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DoD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DoD system may be monitored. Use of a DoD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action. The use of Contractor owned computer equipment in Government spaces must receive prior approval through the Government Information Assurance Manager.

### **C.11.2 Electronic Spillages**

**C.11.2.1** Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc.). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of CDSADN and a lack of attention to detail with regard to the handling of classified information of IS security discipline will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

**C.11.2.2** CDSADN Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DoD Contract Security Classification Specification - DD Form 254. CDSADN Security will identify the Contractor facility and Task Order number associated with all electronic spillages during the investigation that involve Contractor support. CDSADN Security will notify the Contracts Division with the Contractor facility name and Task Order number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

### **C.11.3 Portable Electronic Devices (PEDs)**

Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all CDSADN buildings. The Contractor shall ensure the onsite personnel remain compliant with the current PED policy. CDSADN instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook,

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cameras, external hard disk drives, and floppy diskettes.

PEDs belonging to an external organization shall not be connected to CDSADN networks or infrastructure without prior approval from the CDSADN Information Assurance and Compliance Authority. This approval will be granted using the AISE (Automated Information System Equipment) approval form.

Personally owned software shall not be connected or introduced to any CDSADN hardware, network or information system infrastructure.

#### **C.11.4 Information Assurance**

**C.11.4.1** Some efforts being performed under this contract/order will require the performing Contractor personnel to have access to Government Information Technology (IT) Systems. In those instances, the Contractor shall ensure the performing employee is trained/certified in Information Assurance (IA) commensurate with their level/category of access, as well as the computing environment certifications (Microsoft, Unix/Linux, etc.).

**C.11.4.2** Contractor personnel whose IT access is limited to routine usage of NMCI assets and routine access to CDSADN business systems that requires IA training in accordance with DoD Manual 8570.01-M Chapter 6. Contractor personnel whose IT access falls under the Technical Category, Management Category, Architecture and Engineering Specialty, or Network Defense-Service Provider Specialty require IA training and certification in accordance with DoD Manual 8570.01-M Chapter 3, 4, 10, or 11, as applicable.

#### **C.11.5 Contract Security Classification Specification**

The Department of Defense (DoD) Contract Security Classification Specification (DD Form 254), attached as Attachment J.1. in Section J, itemizes the security classification requirements for this order. The work efforts under this order and Technical Instructions are at the Confidential and Secret levels. All personnel performing efforts under this order shall possess, at a minimum, a DoD Industrial Security Clearance of SECRET for all personnel assigned to perform work on board U.S. Navy ships or at CDSADN.

(a) Contractor requests for visit authorizations shall be submitted per DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency).

(b) When a contractual relationship exists between the Contractor and the site being visited, original requests shall be delivered to the Security Officer of the activity being visited.

(c) When a contractual relationship does not exist between the Contractor and the site being visited, original requests shall be delivered to the Security Officer of CDSADN via the COR, with the original copy of the request being forwarded to the activity being visited by the CDSADN Security Officer.

(d) Visit requests for Sub-contractors shall be submitted to the appropriate Contractor Facility Security Officer (FSO) for certification of need-to-know, when applicable.

#### **C.12 SHIPBOARD PROTOCOL**

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**C.12 SHIPBOARD PROTOCOL:** This order will involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.); personnel performing onboard U.S. Navy ships must have at least a SECRET security clearance; if not led by a Government representative, the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include the operational status of the equipment.

**C.12.1** The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the trip report.

**C.12.2** All assigned personnel must possess at least a SECRET Security Clearance.

**C.12.3** All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to comply with the proper rules, regulations, actions, policy and procedures.

**C.12.4** Alarms - actual or drill shall be reported and procedures appropriately adhered to.

**C.12.5** Safety - hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate shall be utilized.

**C.12.6** Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway.

**C.12.7** Must be able to stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs (single person) in the test environment.

**C.12.8** HAZMAT - Bringing hazardous materials aboard or using hazardous materials is strictly prohibited.

**C.12.9** The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

**C.12.10** The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

**C.12.11** The Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3A regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

**C.12.12** The Contractor shall ensure that repair and maintenance employees working aboard vessels, dry docks and piers have a valid 10 hour OSHA Maritime

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Shipyard Employment Course #7615 completion card within 60 days of employment.

**C.13 PLACES OF PERFORMANCE:** Efforts under this order shall be performed primarily at Contractor facilities and CDSADN facilities. Occasional, short-term temporary duty may be required on U.S. ships, in (U.S. and other countries) Navy and commercial shipyards, at various Contractor sites, and Government facilities.

**C.14 CONTROL OF CONTRACTOR PERSONNEL:** The Contractor shall comply with the requirements of NAVSEA and CDSADN instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from Task Order performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to all applicable DoD and Navy Standards of Conduct.

**C.15 NON-DISCLOSURE AGREEMENTS (NDAs)**

This SOW may require the Contractor to access data and information proprietary to a Contractor or Government agency and/or of such a nature that its dissemination or use, other than in performance of this SOW, would be adverse to the interest of the Government and/or others. The Contractor, including Sub-contractors and consultants, shall not divulge or release data or information developed or obtained in performance of this SOW except to authorize Government personnel or upon written approval of the PCO or COR. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend other than as required in the performance of this SOW. The limitations above do not apply to data or information that has been made public by the Government. All products, deliverables and work produced, as well as associated back-up documentation, will be considered the property of the Government.

NDAs may be utilized to allow for access to company sensitive and proprietary data. For tasks requiring NDAs, the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time, to sign non-disclosure statements/agreements as applicable to specific tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

This is a Task Order for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this Task Order work shall require, among other things, the Contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned

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data. The Contractor's use of and access to Government owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. Rights in data constituting and contained in contract deliverables required by the Contract Data Requirements List shall be governed by the appropriate contract clauses.

#### **C.16 DIGITAL DELIVERY OF DATA**

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form.

(b) The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(c) Whenever technical data and/or computer software deliverables required by this Task Order are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in, and to, such technical data and/or computer software must also be digitally included as part of the deliverable and on, or in, the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software.

Nothing

in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(d) Digital delivery means (such as, but not limited to, Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as, but not limited to, "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to, or enforceable with respect to, such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the PCO; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this contract.

#### **C.17 Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE**

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site. Under this Task Order, Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.



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(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide both the PCO and the Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

#### **C.18 Dd1-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES**

(a) Contractor Provision of IS Resources - Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

(b) Contractor Use of CDSADN IS Resources

(1) In the event that the Contractor is required to have access to CDSADN IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DoD or External Certificate Authority.

(2) If this contract requires that the Contractor be granted access and use of CDSADN IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

(c) Connections between CDSADN and Contractor Facilities - If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by CDSADN, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DoD policy (DoDI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections shall be made outside the appropriate CDSADN firewall.

#### **C.19 Dd1-C41 TERMINATION OF EMPLOYEES WITH CDSADN BASE ACCESS**

(a) The Contractor shall ensure that all employees who have a CAC and/or CDSADN badge and building keys turn in the badges and keys immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise CDSADN Physical Security of all changes in their personnel requiring CDSADN base access.

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify CDSADN Physical Security in advance of the date, time, and location where the CDSADN representative may retrieve the CAC and/or CDSADN badge and building keys prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify CDSADN Physical Security of the separation and make arrangements between the former employee and CDSADN Physical Security for the return of the badges and building keys.

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## **C.20 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) REQUIREMENT**

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

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

## **C.21 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of Contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the PCO immediately in accordance with the clause FAR 52.243-7.

(b) Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

## **C.22 Dd1-G12 POST AWARD MEETINGS**

**C.22.1** A Post Award Meeting with the successful Offeror will be conducted within ten (10) working days after award of the Task Order. The meeting will be held at a Government facility.

**C.22.2** The Contractor will be given at least five working days' notice prior to the date of the meeting by the PCO.

**C.22.3** The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

**C.22.4** A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated Period of Performance, in accordance with DFARS 252.232-7006. The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

## **C.23 ON-SITE ENVIRONMENTAL AWARENESS**

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**C.23.1** The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

**C.23.2** The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual CDSADN Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their CDSADN training coordinator or their COR.

**C.23.3** The Contractor shall ensure that each Contractor employee not required to complete the training described in Part (b) above (i.e., those who do not have and will not be issued a CAC) reads the CDSADN Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available CDSADN website, [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

**C.23.4** Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by C.24.2 and C.24.3 above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—C.24.2 or C.24.3 above--each employee has satisfied.

**C.23.5** Contractor copies of the records generated by the actions described in C.22.2 and C.22.3 above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

#### **C.24 ON-SITE SAFETY REQUIREMENTS**

**C.24.1** The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

**C.24.2** The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at CDSADN. This document is available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

**C.24.3** The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

**C.24.4** The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

**C.24.5** Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision) [provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

**C.24.6** The Contractor shall ensure that all hazardous materials (hazmat) procured for CDSADN are procured through or approved through the hazmat

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procurement process. Hazmat brought into CDSADN work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at [https://wwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

**C.24.7** Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

**C.24.8** Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on-site and where oversight is not directly provided in day to day activities by the command.

**C.24.9** The Contractor shall report all work-related injuries/illnesses that occurred while working at CDSADN to the Safety Office.

**C.24.10** The Contractor shall ensure that all on-site Contractor work at CDSADN is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: [https://wwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

#### **C.25 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to Privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

#### **C.26 SUB-CONTRACTORS/CONSULTANTS**

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the Contractor shall include the following information in requests to add Sub-contractors or consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the Sub-contractor/consultant,
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.

#### **C.27 INTERIM PROGRESS REVIEWS (IPRs)**

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The Contractor shall conduct quarterly IPRs with the NSWCDD Contracting Officer, Contract Specialist, COR and other NSWCDD and CDSADN personnel as designated by the COR.

**TASK ORDER CLAUSES:**

**C.28 HQ C-1-0001 ITEM(S) A001-A002 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

**C.29 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by Paragraph (a), substituting "Sub-contractor" for "Contractor" where appropriate.

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(f) Compliance with this requirement is a material requirement of this contract.

**C.30 HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

Officers, employees and associates of other Prime Contractors with the Government and their Sub-contractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

**C.31 HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA)(DEC 2005)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in Paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

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(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring Sub-contractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DoD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or Sub-contractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all Sub-contractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in Paragraph (f) above applies to other non-US

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citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.

**C.32 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below: Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

**C.33 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in Paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any



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way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any Sub-contractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of Paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this Paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any Sub-contractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a Prime Contractor or as a Sub-contractor, or as a consultant to a Prime Contractor or Sub-contractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Contractor, Sub-contractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding Paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of

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an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "Sub-contractor" for "Contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

#### **C.34 HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

#### **C.35 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

If, during the performance of this or any other contract, the Contractor believes that any contract contains outdated or different versions of any specifications or standards, the Contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The Contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The Contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be

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incorporated into the contract.

**c.36 eCRAFT**

(a)The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

(b)The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditure for labor, materials, travel, Sub-contractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The Contractor shall submit their reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

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## SECTION D PACKAGING AND MARKING

### D.1 HQ-D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### D.2 HQ-D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor:

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

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

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## SECTION E INSPECTION AND ACCEPTANCE

**E.1** Inspection and Acceptance shall be performed at CDSADN by the Contracting Officer's Representative (COR) designated herein.

### **E.2 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

**E.2.1** The Contractor's performance in each of the task areas of the Statement of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officer's Representative (COR) for the contract. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

**E.2.2** Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

**E.2.3** In accordance with the CPARS, Contractor performance will be evaluated in accordance with the five general areas (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management & Efficiency). A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 in FAR 42.1503) will be assigned to each area. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will as lobe considered as will degradation in the overall quality of performance.

**E.2.3.1** Quality of Product or Service - Addresses the extent to which the Contractor, (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product displays more effective and (g) services are provided in a professional unbiased manner.

**E.2.3.2** Schedule - Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his/her

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representative.

**E.2.3.3** Cost Control - Addresses the Contractor's overall effectiveness in controlling direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

**E.2.3.4** Business Relations - Addresses the responsiveness of the Contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

**E.2.3.5** Management of Key Personnel - Addresses the overall quality of the Contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the Contractor's efforts to retain or attract qualified personnel.

**E.2.3.6** Other Direct Costs (ODCs) - Addresses the Contractor's overall effectiveness in controlling both direct and indirect costs related to ODCs; using a DCMA approved Purchasing System; the extent to which the Contractor met requirements schedules related to ODC purchases; the need for prior COR approval for all ODC purchases; as well as the proper tracking, maintenance and disposition of materials purchased.

**E.2.3.7** CPARS Rating will be given in the seventh month of performance following contract award and yearly thereafter. The Contractor must receive an overall rating of Satisfactory in order for the Government to exercise an Option period.

**E.3 HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

(a) Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**E.4 HQ E-1-0003 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES**

Item(s) 9000 - 9400 - Inspection and acceptance shall be made at Destination by a representative of the Government.

**E.5 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

(a) Items 7000 - 7499 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	8/1/2018 - 7/31/2019
7000AB	8/1/2018 - 7/31/2019
7000AC	8/24/2018 - 7/31/2019
7000AD	8/24/2018 - 7/31/2019
9000AA	8/1/2018 - 7/31/2019
9000AB	8/1/2018 - 7/31/2019

### F.1 PLACE OF PERFORMANCE

Services to be performed hereunder will be provided at CDSADN. Occasional short-term temporary duty may be required on U.S. Ships in (U.S. and other countries) Navy and commercial shipyards, at the Contractor's site and other Government facilities.

### F.2 HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the Level of Effort specified in SECTION B, as follows:

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

7000AA	8/1/2018 - 7/31/2019
7000AB	8/1/2018 - 7/31/2019
7000AC	8/24/2018 - 7/31/2019
7000AD	8/24/2018 - 7/31/2019
9000AA	8/1/2018 - 7/31/2019
9000AB	8/1/2018 - 7/31/2019

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

7100AA	8/1/2019 - 7/31/2020
7200AA	8/1/2020 - 7/31/2021
7300AA	8/1/2021 - 7/31/2022
7400AA	8/1/2022 - 7/31/2023
9100AA	8/1/2019 - 7/31/2020
9200AA	8/1/2020 - 7/31/2021

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9300AA

8/1/2021 - 7/31/2022

9400AA

8/1/2022 - 7/31/2023

**F.3 HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

The Periods of Performance for the following Option Items are as follows:

7199	8/1/2019 - 7/31/2020
7299	8/1/2020 - 7/31/2021
7399	8/1/2021 - 7/31/2022
7499	8/1/2022 - 7/31/2023



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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 ACCOUNTING DATA**

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the Sub-CLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area that is funded incrementally could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

### **G.2 SPECIAL INVOICE INSTRUCTIONS**

Each SLIN providing funding designates a specific Technical Instruction (TI). Tracking and reporting shall be accomplished at the TI level. Each identified TI shall be invoiced by its associated CLIN and ACRN. If multiple ACRNs are associated with a single TI, the Contractor shall consult with the Contracting Officer Representative (COR) for additional invoicing instructions.

### **G.3 CONSENT TO SUBCONTRACT**

For Subcontracts and consulting agreements for services, where the Prime Contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in Section H, Consent to Subcontract authority is retained by the PCO.

### **G.4 ACCOUNTING SYSTEM ADEQUACY**

(a) FAR 16.301-3(a)(1) requires that a Contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Government.

(b) This requirement applies equally to the Prime Contractor as well as their Sub-contractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Sub-contractors without approved accounting systems should be contracted using Firm-Fixed-Price or Labor Hour contracts.

(c) The Prime Contractor is solely responsible for verifying that Sub-contractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require Sub-contractors to provide a copy of DCAA's most recent review/approval letter. A copy of this letter shall be provided to the Government.

(d) The Prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues

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shall be identified and their impact on this requirement shall be discussed.

**G.5 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

(a) When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable Cost Accounting Standards, and company policy. Contractors shall follow their disclosed charging practices during the contract Period of Performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowed for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

**G.6 PAYMENT INSTRUCTIONS**

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions -Commercial Items	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same
52.216-7, Allowable Cost and Payment					
52.232-7, Payments under Time-and- Materials and					

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Labor-Hour Contracts					proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments;  52.232-2, Payments under Fixed-Price Research and Development Contracts;  52.232-3, Payments under	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated

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Personal Services Contracts;  52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and  52.232-6, Payments under Communication Service Contracts with Common Carriers					in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently

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					unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items;  52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative

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					Contracting Officer.
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\*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

**G.7 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) Definitions. As used in this clause -

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

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

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

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

Cost Voucher

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

N63273

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

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Routing Data Table	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	
Other DoDAAC(s)	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.

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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:

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

**G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the POA&M, sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by POA&M, SLIN, or CLIN level. For other than firmfixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

**G.9 Dd1-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

252.204-0001 Line Item Specific: Single Funding. (SEP 2009). The payment office shall make payment using ACRN funding of the line item being billed

Note: The Government may change the Payment Instruction.

**G.10 Dd1-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES**

Procuring Contracting Officer (PCO):



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(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

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(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

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(b) The COR is the PCO's appointed representative for technical matters. The COR is not a Contracting Officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

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(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

Subject Matter Expert (SME):

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified as the Technical Instruction level.

**G.11 Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

(a) Travel costs

The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the Contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this order. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The Contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary

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CONUS facilities to perform the requirements of this order, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to Sub-contractors and consultants.

**G.12 HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 of SF 33, as applicable.

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

The applicable Labor Categories and associated qualifications are listed in Sections H.2 and H.3 below. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of Key Personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for Key Personnel are considered to be minimums for any growth beyond those individuals initially proposed. Categories of experience may be accumulated concurrently.

### H.2 Key Personnel Labor Category Desired Qualifications

#### H.2.1 MANAGER, PROGRAM/PROJECT III

eCraft Code MANP3

GENERAL DUTIES OR EXPERIENCE:

Program Managers are concerned with the overall planning, direction, and success of major programs, systems development efforts, and research or technology initiatives which have great significance to the activity's needs. Programs are typically large, multi-year efforts divided into several sub-programs/tasks. Program Managers are also responsible for the overall program definition, organization, and direction of short and long range plans. This includes the responsibility for formulating, guiding, and directing the technical approach; and defining and negotiating with activity and agency personnel for necessary resources. Establishment and control of technical milestones, schedules budgets and costs are also essential tasks for the Program Manager.

Education: Bachelor's level degree in any technical or managerial discipline.

Experience: 15 years professional experience in program/project management.

Additional Guidelines: None

#### H.2.2 ENGINEER, SYSTEMS III

eCraft Code ESY3

GENERAL DUTIES OR EXPERIENCE:

A Systems Engineer, also known as lead systems analyst, a network engineer who can also program, or a software engineer who can also manage networks, is an IT professional who oversees the creation of hybrid software, web and hardware products from initial specifications to final rollout and maintenance. These products are often sophisticated systems that run on the web. The systems engineer is responsible to integrate various network operating systems, application programs and hardware devices.

Duties of a systems engineer typically include managing the development cycle associated with producing a resilient software, hardware and web application, including: specification, design, coding, testing and maintenance.

Systems engineering is like putting together a puzzle, matching varied pieces together to make one cohesive whole. Systems engineers are concerned with the "big picture" of a project in addition to technical aspects and must consider details like cost, schedules and social issues that may be associated with a project.

Education: Bachelor's level degree in an Engineering discipline.

Experience: 7 years of professional experience in systems engineering

Additional Guidelines: None

#### H.2.3 ENGINEER, ELECTRICAL/ELECTRONICS III

eCraft Code EE3

GENERAL DUTIES OR EXPERIENCE:

Electrical and electronics engineers design, develop, test, and supervise the

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manufacturing of electrical and electronic equipment, including broadcast and communications systems, electric motors, machinery controls, lighting, and wiring in buildings, automobiles, aircraft, radar and navigation systems, and transmission devices used by electric utilities. Electrical and electronics engineers work closely with computers.

Electrical and electronics engineers specialize in different areas such as power generation, transmission, distribution, communications, and electrical equipment manufacturing. Electrical and electronics engineers design new products, write performance requirements, and develop maintenance schedules. They also test equipment, solve operating problems, and estimate the time and cost of engineering projects.

Education: Bachelor's level degree in Electrical/Electronics Engineering.

Experience: 7 years of professional experience.

Additional Guidelines: None

### **H.3 Non-Key Personnel Labor Category and Minimum Qualifications**

#### **H.3.1 ANALYST, COMPUTER SYSTEMS III**

**eCraft Code 14103**

##### **GENERAL DUTIES OR EXPERIENCE:**

Solve computer problems and apply computer technology to meet the individual needs of an organization.

Define the goals of the system and divide the solutions into individual steps and separate procedures. Typical techniques are structured analysis, data modeling, information engineering, mathematical model building, sampling, and cost accounting. Specify the inputs to be accessed by the system, design the processing steps, and format the output to meet users' needs. Prepare cost-benefit and return-on-investment analyses to help management decide whether implementing the proposed technology will be financially feasible.

After system acceptance, determine what computer hardware and software will be needed to set the system up. Coordinate tests and observe the initial use of the system to ensure that it performs as planned. Prepare specifications, flow charts, and process diagrams for computer programmers to follow. Work with programmers to debug the system.

Generally must be proficient in both programming and systems analysis. Work with databases, object-oriented programming languages, client-server applications development, multimedia and Internet technology.

Education: Bachelor's or Degree in a business or technical field.

Experience: 10 or more years professional experience in computer systems analysis

Additional Guidelines: None.

#### **H.3.2 SPECIALIST, CONFIGURATION MGMT**

**eCraft Code SCM2**

##### **GENERAL DUTIES OR EXPERIENCE:**

The Configuration Management Specialist shall be responsible for configuration management issues associated with maintaining and controlling all hardware inventory, documentation, product releases, and software configuration management. Individual shall also work closely with the Configuration Control Board in defining and implementing procedures for releasing new products throughout the entire life cycle. Individual shall provide change management and product configuration management guidance.

Education: Bachelor's level degree in any field.

Experience: 10 years professional experience in configuration management.

Additional Guidelines: None

#### **H.3.3 LOGISTICIAN II**

**eCraft Code LGT2**

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GENERAL DUTIES OR EXPERIENCE:

Logisticians integrate the spectrum of the logistics processes within the operational, acquisition and wholesale environments. Logisticians are responsible for directing the integrated logistics process, developing support policies, procedures and systems, and providing implementation guidance. The Logistician prepares and implements directives to ensure effective logistics support, and establishes and enforces standards to ensure that the assigned work force is properly trained and equipped. It is the Logistician's duty to develop, initiate, integrate and manage all logistics actions associated with life cycle management of weapon systems, subsystems and equipment.

Education: High school/vocational school degree or GED certificate.

Experience: 7 years professional experience in logistics support.

Additional Guidelines: None

**H.3.4 ENGINEER, ELECTRICAL/ELECTRONICS II**

**eCraft Code EE2**

GENERAL DUTIES OR EXPERIENCE:

Electrical and electronics engineers design, develop, test, and supervise the manufacturing of electrical and electronic equipment, including broadcast and communications systems, electric motors, machinery controls, lighting, and wiring in buildings, automobiles, aircraft, radar and navigation systems, and transmission devices used by electric utilities. Electrical and electronics engineers work closely with computers.

Electrical and electronics engineers specialize in different areas such as power generation, transmission, distribution, communications, and electrical equipment manufacturing. Electrical and electronics engineers design new products, write performance requirements, and develop maintenance schedules. They also test equipment, solve operating problems, and estimate the time and cost of engineering projects.

Education: Bachelor's level degree in Electrical/Electronics Engineering.

Experience: 3 years of professional experience.

Additional Guidelines: None.

**H.4 RESUME FORMAT AND CONTENT REQUIREMENTS**

In order to facilitate evaluation, all resumes shall be provided in the following format:

- Complete Name
- Task Order Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort
- Current security clearance level per JPAS (identify if interim or final)
- Current work location
- Planned work location upon award of this Task Order

If the individual is key on another contract with a Period of Performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.

Chronological Work History/Experience Show experience and date(s) as follows:

(a) Employer: Dates (month/year); Title(s) held

(b) Work experience shall be presented separately for each employer, clearly marked with

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proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure Offeror's proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with required experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

(d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

(g) All gaps in experience shall be explained.

(h) PROFESSIONAL DEVELOPMENT - Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the Offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor  
 Non-Academic: Course title, date(s), approximate length  
 Professional licenses and certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation N00178-17-R-3054 by \_\_\_\_\_ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

\_\_\_\_\_  
 Employee Signature and Date                      Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

(j) If the employee is not a current employee of the Offeror (or a proposed Sub-contractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

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#### **H.5 SAVINGS INITIATIVES**

#### **H.6 LABOR TRIPWIRE JUSTIFICATION**

(a) The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or Non-Key) will be at a fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the Contractor is advised by the Contract Specialist that the request has been approved by the Contracting Officer.

(b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a Sub-contractor or consultant, the rate build-up shall include the Prime Contractor's pass through rate.

(c) Currently, a fully burdened average labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (Prime, Sub-contractor, or Consultant) will work, requires approval. The Contractor will be advised of any changes to this tripwire level that occur during performance. A Fully Burdened Average Labor Rate of \$156/hour or greater shall require the COR and the PCO's review and written approval.

#### **H.7 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

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

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

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M, or successor.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing



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information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

#### **H.8 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this order, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### **H.9 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)**

(a) The Contractor agrees to provide the total Level-of-Effort specified below in performance of the work described in Sections B and C of this order. The total Level-of-Effort for the performance of this order shall be the man-hours of direct labor, including Sub-contractor direct labor for those Sub-contractors specifically identified in the Contractor's proposal as having hours included in the proposed Level-of-Effort. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

(b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_\_ are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately \_\_\_ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in

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fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

#### **H.10 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert Paragraph (a) of this requirement in any subcontract hereunder exceeding \_\_\_\_\_ When so inserted, the word "Contractor" shall be changed to "Sub-contractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-320  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

#### **H.11 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral

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contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the Period of Performance which the amount(s) are expected to cover.

(c) CLINs/SLINs \_\_\_\_\_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### **H.12 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **H.13 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual statement of work which is not affected by the disputed technical instruction.

#### **H.14 Dd1-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

(a) Requests for post award approval of additional and/or replacement resumed Key Personnel shall be submitted via e-mail. E-mail submissions shall be made

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simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, Contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the Contractor (or a Sub-contractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

(d) TRIPWIRE NOTIFICATION. If the employee is a current employee of the Contractor (or a Sub-contractor), the fully burdened hourly rate that will be invoiced under the Task Order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the Task Order.

#### **H.15 Dd1-H40 FUNDING PROFILE**

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE:

52.204-7	System for Award Management	OCT 2016
52.204-8	Annual Representation and Certifications	JAN 2017
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost and Pricing Data	OCT 2010
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.243-7	Notification of Changes	JAN 2017
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure of Information	OCT 2016

\* All clauses in the Offerors MAC contract apply to this Task Order, except for the following:

52.216-16  
52.216-17  
52.219-3  
52.219-4  
52.227-3  
52.227-13

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

#### **I.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<b>Item(s)</b>	<b>Latest Option Exercise Date</b>
7100, 7199, 9100	No later than 12 months after the Task Order Award date
7200, 7299, 9200	No later than 24 months after the Task Order Award date
7300, 7399, 9300	No later than 36 months after the Task Order Award date
7400, 7499, 9400	No later than 48 months after the Task Order Award date

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(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT - ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

## **I.2 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

(a) Definitions. As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Commercially available off-the-shelf (COTS) item" means--

(1) Any item of supply (including construction material) that is—

(i) A commercial item (as defined in Paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

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"Forced labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a Sub-contractor to furnish supplies or services for performance of a Prime contract or a subcontract.

"Sub-contractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a Prime Contractor or another Sub-contractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, Contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;



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(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of Paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of Paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The Contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the Contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at Paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

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(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in Paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or Sub-contractors that violate the policy in Paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, Sub-contractor, Sub-contractor employee, or their agent has engaged in conduct that violates the policy in Paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, Sub-contractor, Sub-contractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the Contracting Officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of Paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

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(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client

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privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This Paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform Contractor employees about the Government's policy prohibiting trafficking-related activities described in Paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org)

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or Sub-contractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and Sub-contractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in

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Paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or Sub-contractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at Paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or Sub-contractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, Sub-contractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in Paragraph (b) of this clause have been found, the Contractor or Sub-contractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this Paragraph (i), in all subcontracts and in all contracts with agents. The requirements in Paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any Sub-contractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in Paragraph (h)(5) of this clause.

**I.3 252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-00010)(FEB 2015)**

(a) The Contractor shall not require employees or Sub-Contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality

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agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in Paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with Section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accord with the terms and conditions of the contract as a result of Government action under this clause.

#### **I.4 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)**

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered Contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause , Safeguarding Covered Defense 252.204-7012 Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause, shall be 252.204-7012 implemented for all covered defense information on all covered Contractor information systems that support the performance of this contract.

(c) For covered Contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer not later than December 31, 2017.

(2) (i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

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(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

**I.5 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)**

(a) Definitions. As used in this clause—

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Technical information” means technical data or computer software, as those

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terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

#### **I.6 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

(a) Definitions. As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.



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"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is-

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an

Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to

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October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to

those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

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(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

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(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

#### **I.7 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems

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have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

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

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

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - DD Form 1423, Contract Data Requirements List

Attachment J.1 - DD Form 254, Contract Security Classification Specification

Attachment J.2 - COR Appointment