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					10A. MODIFICATION OF CONTRA	.CT/OF	RDER NO.	
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					10B. DATED (SEE ITEM 13)			
CAGE CODE	1W582	FACILITY CODE			08-Aug-2012			
		11. THIS ITEM ONLY APPLI	IES TO AMEN	NDME	NTS OF SOLICITATIONS			
[ ]The	above numbered solicitation is	amended as set forth in Item 14. The h	our and date spe	ecified fo	or receipt of Offers [ ] is extended	[ ],b	is not extend	ded.
		amendment prior to the hour and date s turning one (1) copy of the amendment;						od: or (a) By
separate	letter or telegram which include	es a reference to the solicitation and ame	endment numbers	s. FAIL	URE OF YOUR ACKNOWLEDGEME	NT TO	BE RECEIVE	ED AT THE
		PT OF OFFERS PRIOR TO THE HOUR or already submitted, such change may be						
and this a	amendment, and is received price	or to the opening hour and date specifie						
12. ACC	OUNTING AND APPROPRIATION		ECTION G					
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15A. NA	ME AND TITLE OF SIGNER <i>(Ty</i>	vpe or print)	16A. NAME AN	ND TITL	E OF CONTRACTING OFFICER (Type	e or pr	rint)	
15B. CO	NTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED	STATES	S OF AMERICA		16C.	DATE SIGNED
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#### **GENERAL INFORMATION**

The purpose of this modification 58 is to provide de-obligation of funds for 7101, 7151 and 9101 ODC to this Task Order.

1. De-obligate funds CLIN 7101, 7151 and 9101 for continued contract support. In Section B, informational SLINs have been added to reflect the incremental funding applied in this modification and is summarized as follows:

SLIN/CLIN	Incremental Funding

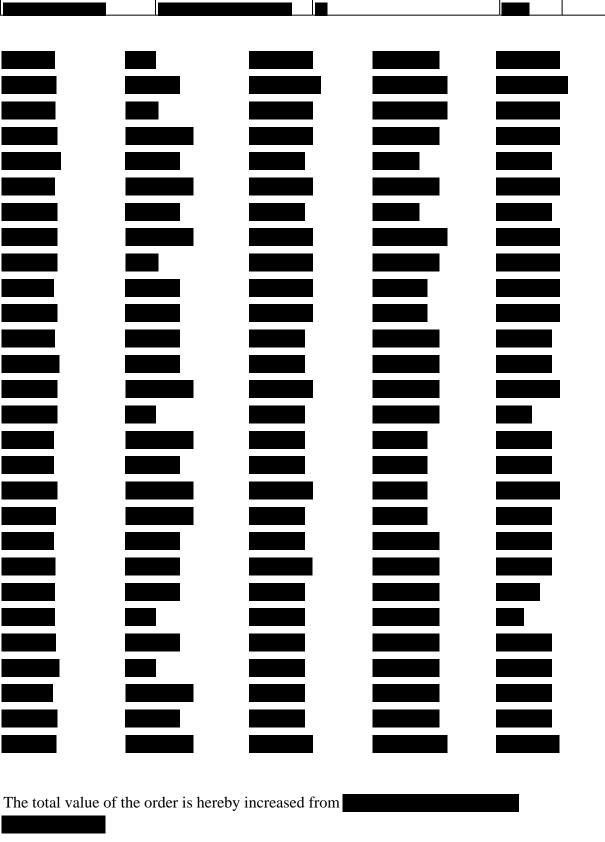
2. Section H Funding Profile and Allotment of Funds tables have been updated accordingly.

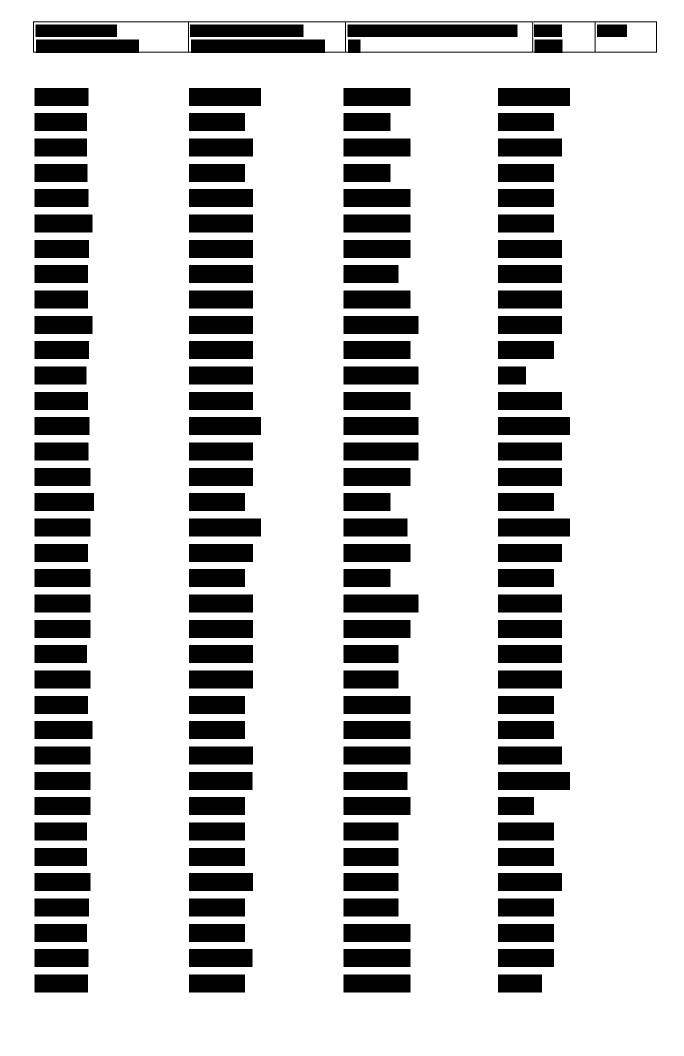
All other terms and conditions remain unchanged.

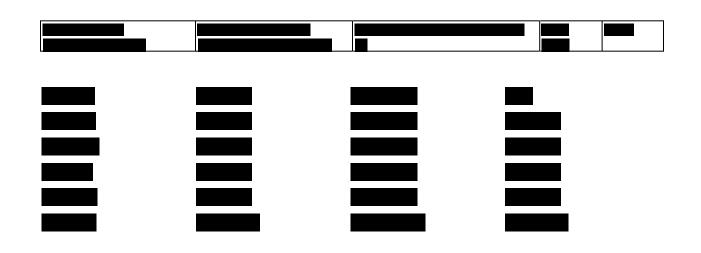
Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from							
CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)			



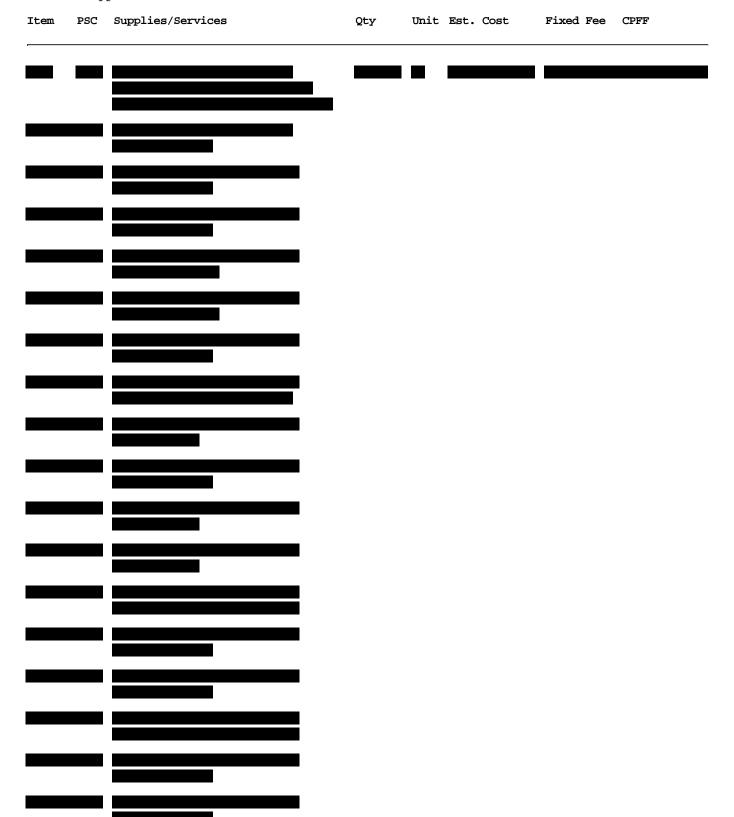




# SECTION B SUPPLIES OR SERVICES AND PRICES

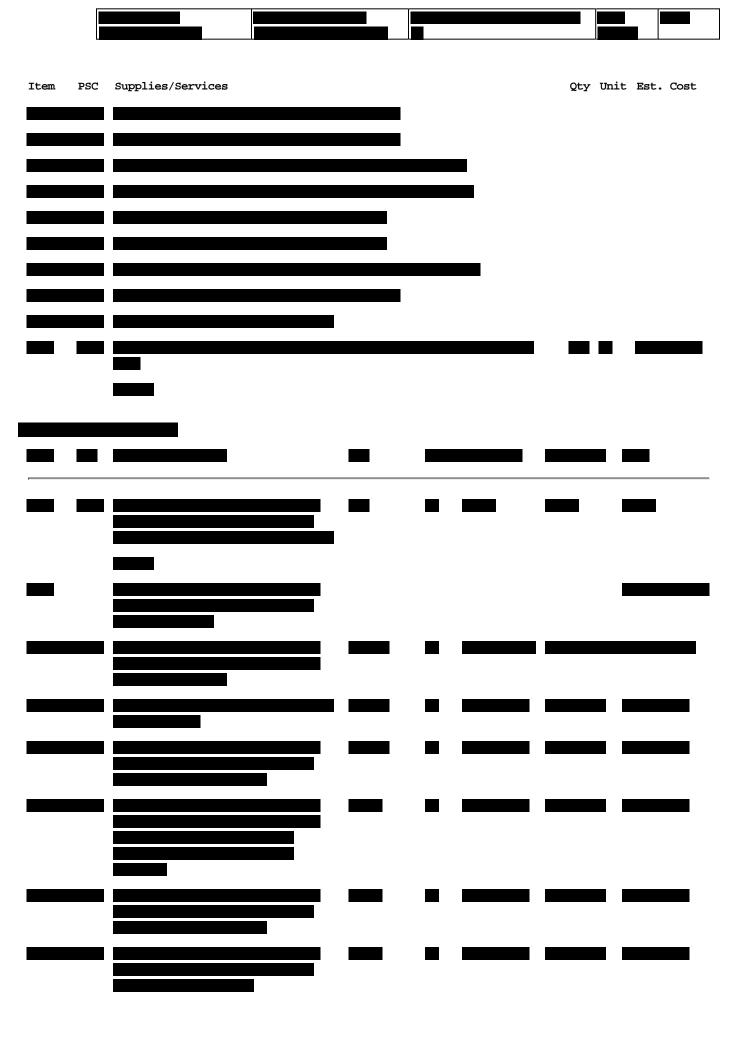
CLIN - SUPPLIES OR SERVICES

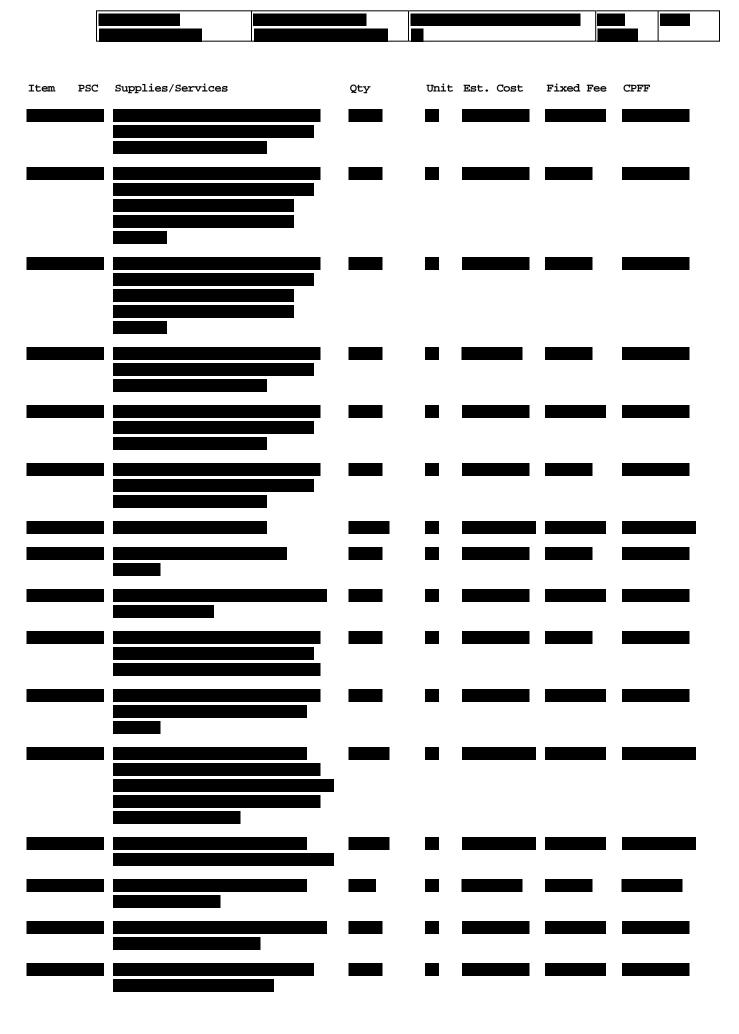
For Cost Type Items:

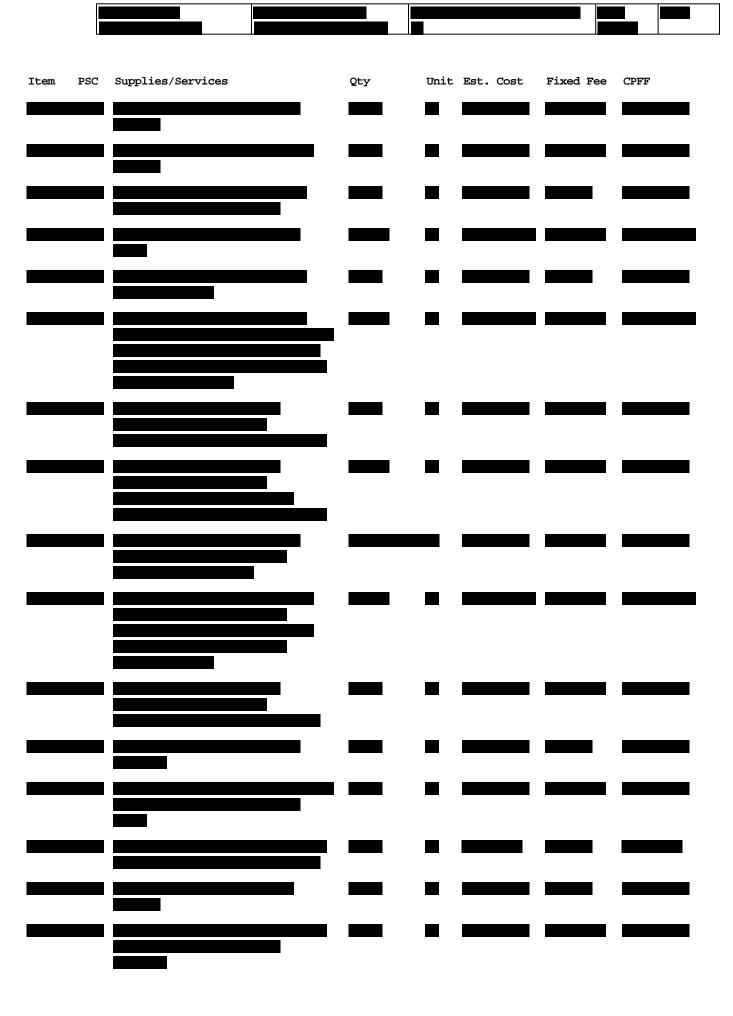


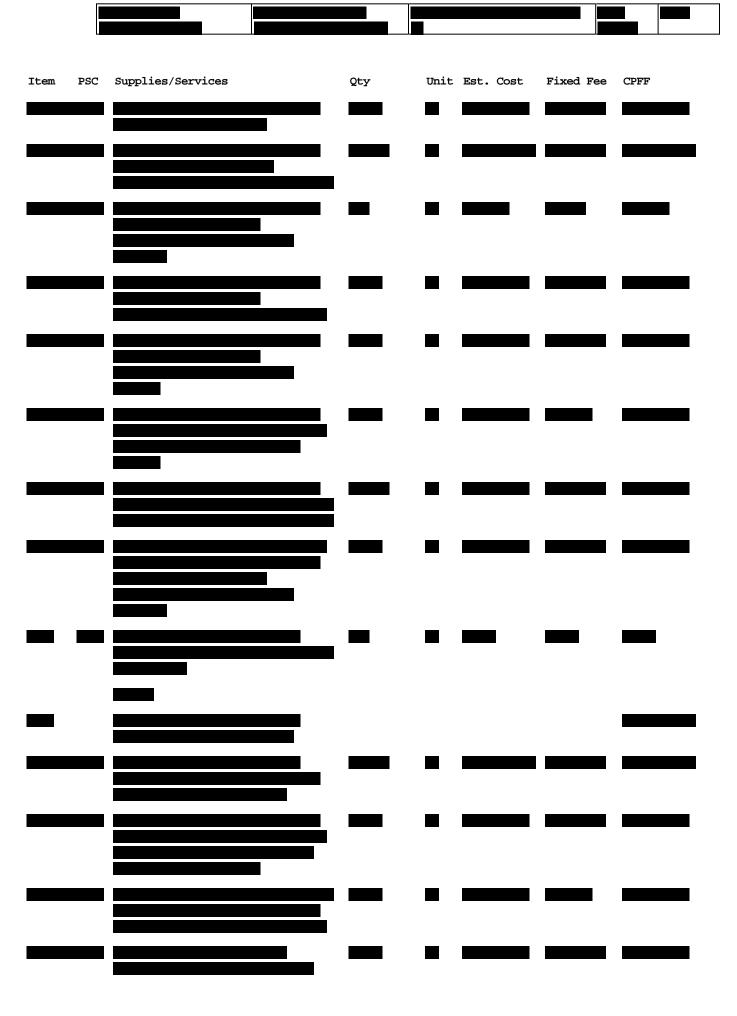
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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF



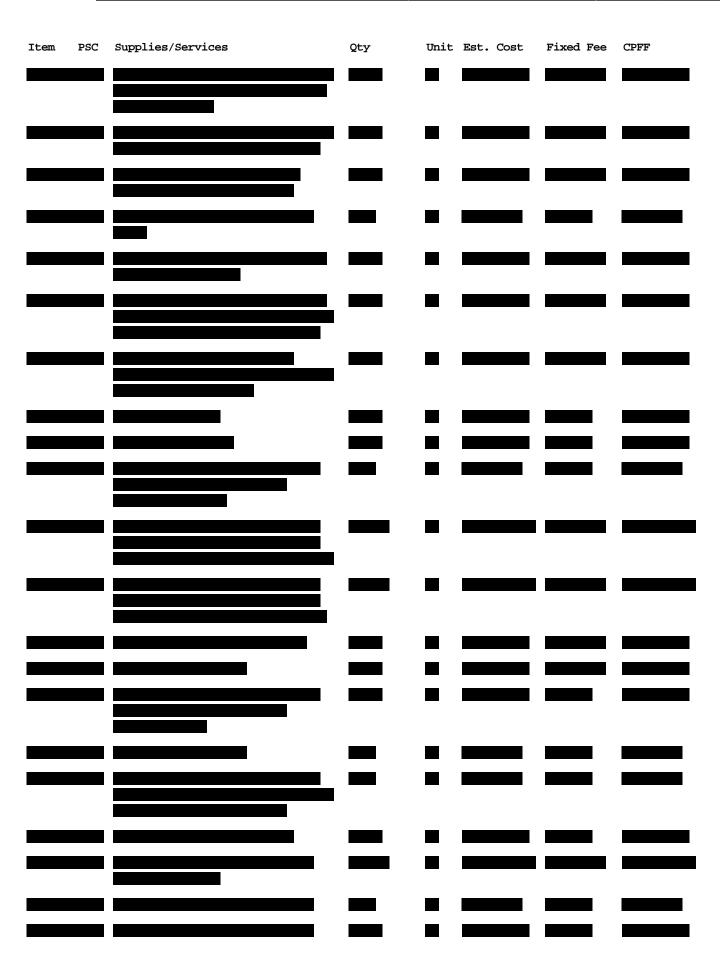


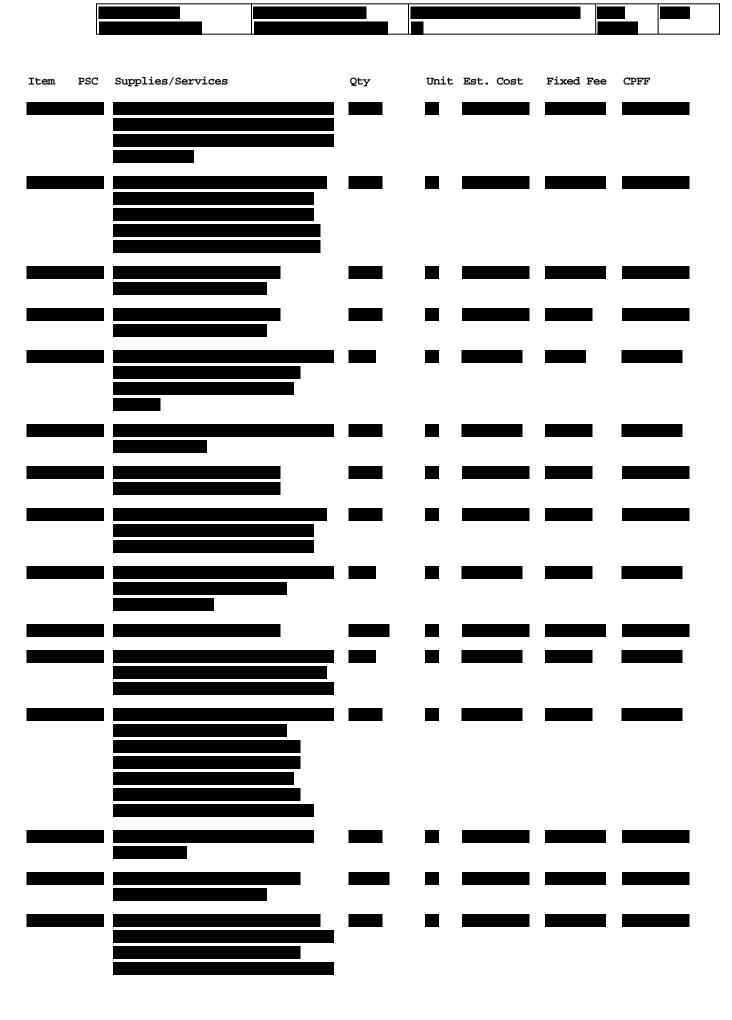


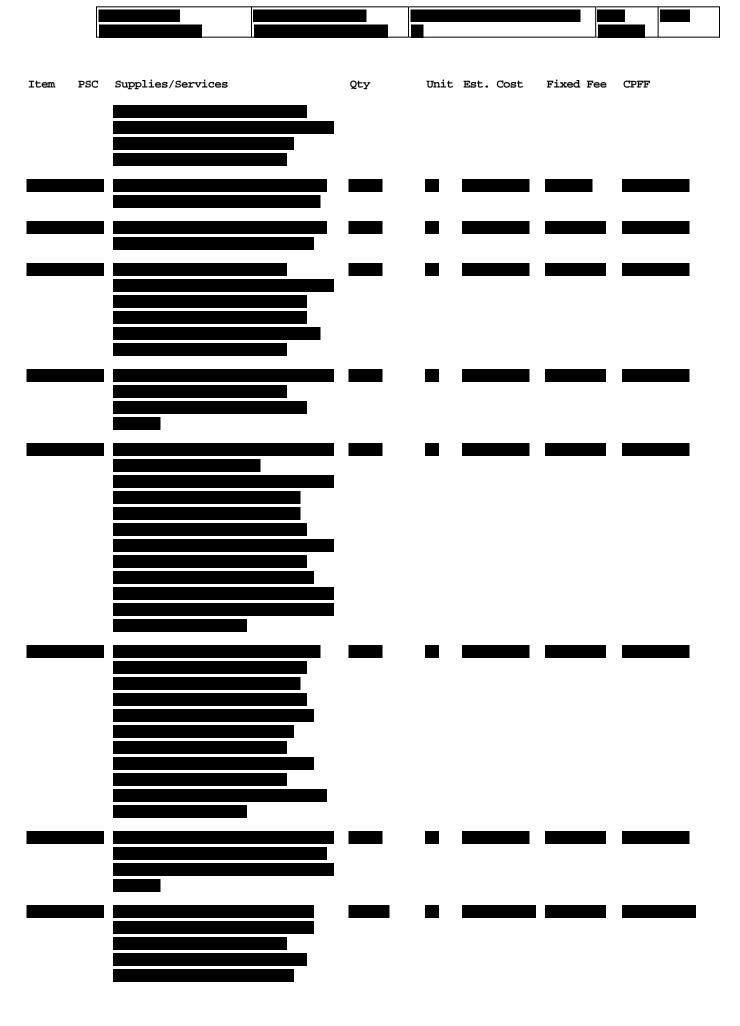


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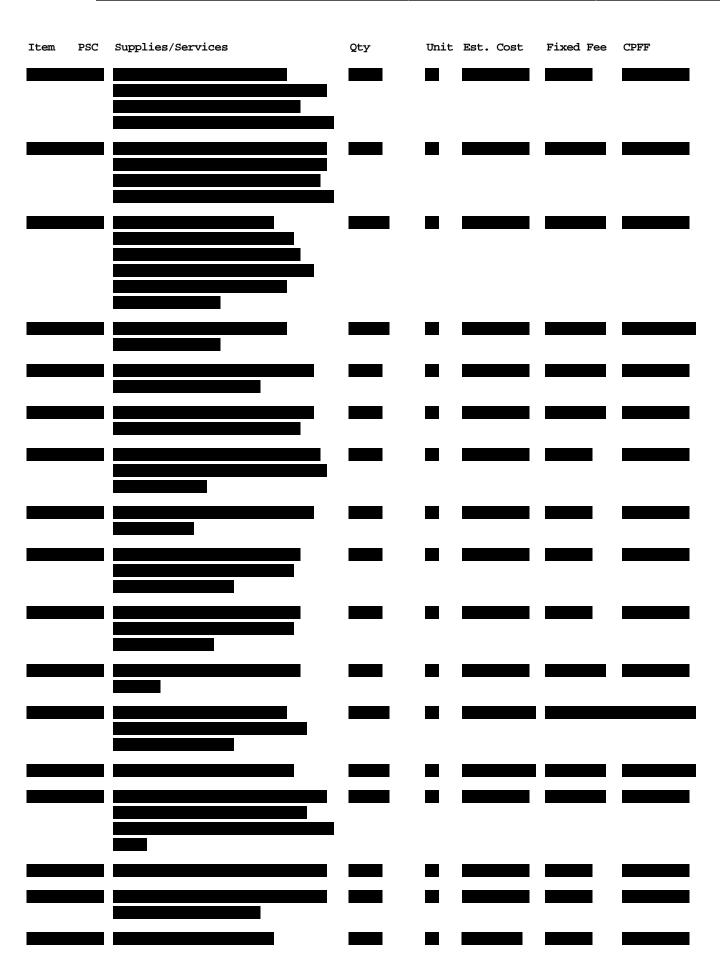




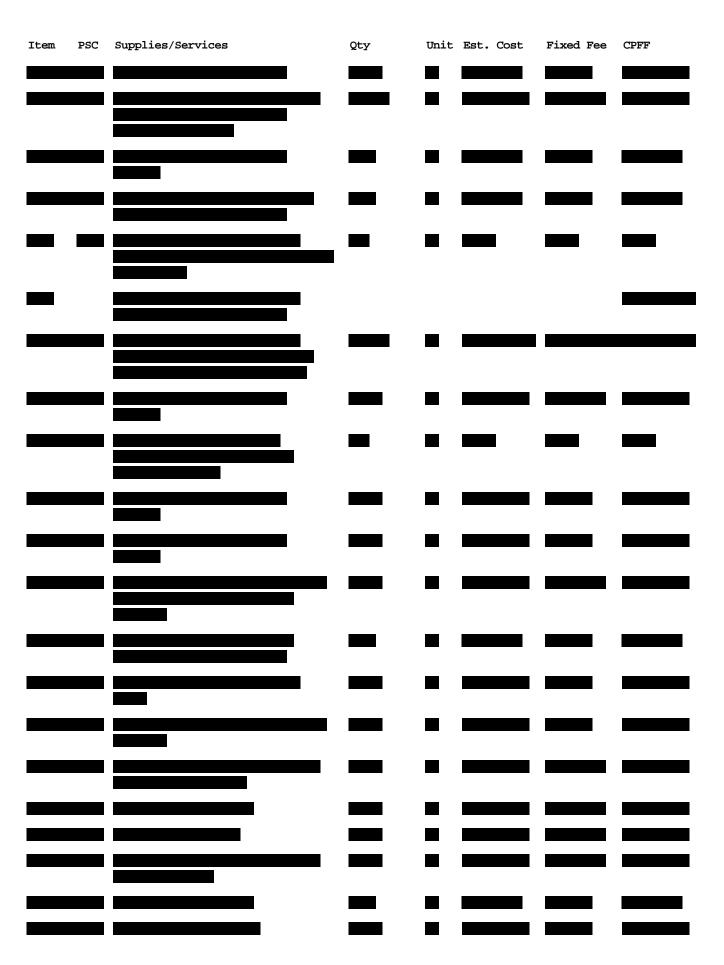




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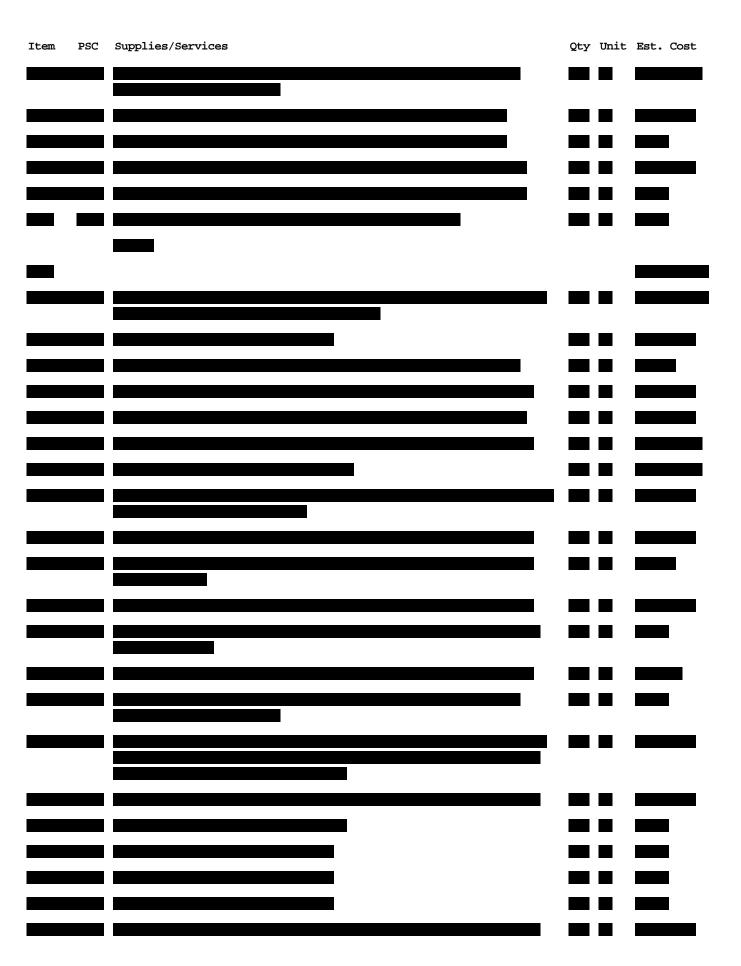
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CONTRACT NO.

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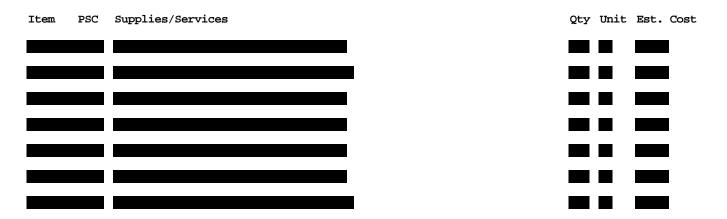
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Item PSC	Supplies/Services	Qty	Unit	Est. Cost
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# **NOTE 1: LABOR HOURS (LH)**

At the time of award the number of labor hours listed in the solicitation as 0.0 LH in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section H, 5252.216-9122 Level of Effort - Alternate 1 (May 2010) clause and the number of hours reflected in the cost proposal of the successful offeror.

#### **NOTE 2: SURGE**

If the Government determines that an increase level of effort for support as provided in Section C is required, the Government reserves the right to exercise a "Surge Option" CLIN for additional work in accordance with the Performance Work Statement (PWS). The Contracting Officer will provide written notice to the contractor at least 30 calendar days prior to exercise of a Surge Option CLIN. All Labor Surge Option CLINs are Cost Plus Fixed Fee and all ODC Surge Option CLINs are Cost Only.

#### **NOTE 2: OPTION CLAUSE**

52.217-9 "Option To Extend The Term Of The Contract (Mar 2000) (NAVSEA Variation) (Sep 2009)" clause in Section I applies only to the Option CLINs.

#### **NOTE 4: ODCs**

Unburdened travel costs are specified in Section L. Any ODCs other than travel, if proposed, will be limited to those approved at time of award.

#### **B.1 USE WHOLE DOLLARS ONLY**

All proposals shall be rounded to the nearest dollar.

### **B.2 TYPE OF ORDER**

This is a Level of Effort (term) type order.

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Items in the 4xxx and 7xxx series are cost plus fixed fee type. Items in the 6xxx and 9xxx series are cost only, excluding fee.

#### **B.3 ADDITIONAL CLINS/SLINS**

Additional CLINs/SLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order as needed 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 or value of the Task Order.

#### **B.4 FEE RATE**

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

Fixed Fee Amount	Number of Man-Hours	Rate (Fee per Man-Hour)

In accordance with FAR 52.216-8 FIXED FEE, 15% (not to exceed \$100,000) of the fee payment will be reserved.

### **B.5 FINALIZED FIXED FEE**

If the total level of effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT -ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if 90% of the hours were provided, the contractor is entitled to 90% of the fixed fee.

The above fee calculation applies to all periods regardless of the level of funding. This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

#### **CLAUSES INCORPORTED IN FULL TEXT:**

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.

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# B.6 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 \$500 or less 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.7 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.

# B.8 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(Applicable to CLIN 6000, and to the extent Options are exercised, CLINs 6050, 6100, 6150, 9000, and 9050.)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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 incident 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 incident to relocation.

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- (d) The Contractor shall not be reimbursed for the following:
- (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.9 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Fixed Fee (CPFF) and ODC CLINs are Cost Only.

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#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

# PERFORMANCE WORK STATEMENT FOR CYBER SECURITY ENGINEERING AND INFORMATION ASSURANCE FOR CERTIFICATION AND ACCREDITATION OF US NAVAL WARFARE SYSTEMS AND UNITED STATES MARINE CORP

#### C.I.0 SCOPE

This is a performance based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section E, Special Contract Requirements, Quality Assurance Surveillance Plan (QASP).

The contractor shall provide Cyber Security Engineering, Information Assurance (IA) for Certification and Accreditation (C&A), technical support and documentation in the area of Information Assurance as defined by the National Information Assurance Glossary (CNSS Instruction No. 4009) to the Naval Surface Warfare Center Dahlgren Division (NSWCDD) the Combat Direction Systems Activity (CDSA) Dam Neck and the United States Marine Corp. CNSS 4009 officially defines IA as: Measures that protect and defend information and information systems (IS) by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. These measures include providing for restoration of information systems by incorporating protection, detection, and reaction capabilities. The contractor shall be responsible for the Cyber Security Engineering efforts and the recommendation, documentation, evaluation, validation and certification of IA requirements from inception to decommission per the Navy Systems Engineering Technical Review (SETR) Process for multiple US Naval Warfare and Combat Systems, United States Marine Corp systems and the associated information technology equipment including, the AEGIS, Ship Self Defense System (SSDS), Advanced Combat Direction System (ACDS) and other existing and future systems.

#### C.2.0 APPLICABLE DOCUMENTS

A list of applicable documents is listed. Documents included as references in the below documents are also applicable.

DoDI 8510.01 Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) Instruction

DoDD Directive 8500.1 Information Assurance (IA) Directive

DoDI Directive 8500.2 Information Assurance (IA) Instruction

SECNAV M-5239.1 Navy Information Assurance (IA) Program

DoN CIO Memo 02-10: IA Policy for Platform Information Technology (PIT)

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PIT Designated Approval Authority's (DAA) Memo of 27 May 2011: "PLATFORM IT (PIT) RISK ACCEPTANCE SUPPLEMENTAL GUIDANCE V2"

NAVSEA INSTRUCTION 9400.2A, Implementation of Naval Sea Systems Command (NAVSEA) Afloat Information Assurance (IA) Governance and Guidance

NAVSEAINST 9400.2-M, NAVSEA Afloat IA Implementation Manual

DoD 8570.01-M: Training Requirements for IA Workforce Personnel

NIST 800-30: Risk Assessment

NIST 800-34: Contingency Planning Guide

NIST 800-53: Recommended Security Controls for Federal Information Systems and Organizations

Department of Defense/Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs)

DON DoD Information Assurance Certification and Accreditation Process (DIACAP) Handbook, Version 1.0, OF 15 Jul 08

Qualification Standards and Registration Procedures for Navy Validators of 10 Mar 2010

CJCSI 6510.01F Information Assurance (IA) and Computer Network Defense (CND)

Committee on National Security Systems (CNSS) Instruction No. 4009, National Information Assurance (IA) Glossary

(ISC)2 CISSP Common Book of Knowledge (CBK)

Cross Domain Solutions (CDS) CT&E Vendor/PMO Handbook

# REQUIREMENTS

#### C.3.0 CYBER SECURITY ENGINEERING AND INFORMATION ASSURANCE

The contractor shall implement Cyber Security Engineering and Information Assurance as set forth below.

#### C.3.1 INFORMATION ASSURANCE CONCEPT OF OPERATIONS

The contractor shall support the development of Concept of Operations (CONOPS) to identify how the system is used, where the system is used; and the mission criticality of the system, the system's required availability, required redundancy in the system's design and the system's users' roles and responsibilities relative to Information Assurance.

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### C.3.2 INFORMATION ASSURANCE REQUIREMENTS

The contractor shall translate a system's Concept of Operations (CONOPS) into IA requirements for the system's hardware, software, and human processes. The contractor shall map the system CONOPS to the IA Controls per DoD 8500.2 and it successors. The contractor shall develop system security requirements for government review and approval. The contractor shall map the IA Controls to system security requirements that may be authored by the contractor, Platform System Engineering Agent (PSAE) or Government entity.

#### C.3.3 BEST SECURITY ENGINEERING PRACTICES

The contractor shall implement IA per the National Security Agency (NSA) and the Defense Information Systems Agency (DISA) Technical Implementation Guides (STIGS) for all aspects of system architecture in the IA Certification and Accreditation (C&A) Boundary including operating systems (OS) and network interconnects. The system architecture will include the system of systems from Ring 0 per the CISSP Common Book of Knowledge to the edge of the computing enclave. The contractor shall implement best security practices that include:

- a. Access Controls (Physical, Logical, and Administrative)
- b. Access Control Lists (ACLs)
- c. Anti-Virus Tools
- d. Audit Logs
- e. Certificates & Public Key Infrastructure (PKI)
- f. Cross Domain Solutions (CDS)
- g. Demilitarized Zone (DMZ)
- h. Encryption
- i. File Integrity Tools
- j. Firewalls
- k. Linux Immutable Flag
- 1. Intrusion Prevention System (IPS)
- m. Network Intrusion Detection Systems (NIDS)
- n. Routers
- o. Security-Enhanced Linux (SELinux)
- p. System Information and Event Management (SIEM)
- q. Switches
- r. Data Backup and Restoration

The contractor shall stay current with developments in security engineering and shall provide analysis and recommendations regarding best security practices that exceed the DISA STIGS (CDRL A001).

#### C.3.4 DOD SECURITY CLASSIFICATION GUIDES

The contractor shall support the validation of system designs and the associated data in the system comply with applicable DoD Security Classification Guides (SCGs) and marking practices.

#### C.3.5 DOD SECURITY CLASSIFICATION DOMAINS

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The contractor shall identify Cross Domain Solution (CDS) security issues and recommend solutions to resolve them (CDRL A001).

#### C.3.6 DOD SUPPLY CHAIN SECURITY

The contractor shall validate that the Bill of Materials (BoM) does not violate the General Services Administration (GSA) Excluded Parties List and has no Foreign Ownership Control or Influence (FOCI). The contractor shall diagram the Chain of Custody for the Bill of Materials at the Lowest Replaceable Unit (LRU) (CDRL A002). The contactor shall research, recommend and document methods (CDRL A001) to monitor, detect and secure the supply chain from suspect and known infiltrations of modified and malicious hardware, software and firmware.

#### C.3.7 COMPUTER NETWORK ATTACK

The contractor shall support validation that the system is secure by performing as a RED Team or a BLUE Team to perform "White Hat" ethical hacking. The contractor shall perform penetration testing and provide a vulnerability report that includes the attack methods and points of entry (CDRL A003) into the system under test using eEye Retina/Secure Configuration Compliance Validation Initiative (SCCVI) tools and other ethical hacking techniques such as the Metasploit Framework, Core Impact and BackTrack tool set.

#### C.4.0 CYBER SECURITY AND INFORMATION ASSURANCE RESEARCH

The contractor shall produce technical reports and white papers to provide research into the appropriate solutions and the latest Cyber Security and Information Assurance Technologies and Tactics, Techniques and Procedures (TTP) as applied to Combat Systems Ashore and Afloat (CDRL A001).

# C.5.0 DOD INFORMATION TECHNOLOGY (IT) SECURITY CERTIFICATION AND ACCREDITATION (C&A) SUPPORT

The contractor shall support multiple DOD and DON programs and projects in all aspects of the C&A process. The contractor shall support the programs in determining what type of C&A is required for a particular system or project. In accordance with the policies and requirements contained in C.2.0, the contractor shall prepare documentation and artifacts and perform IA testing and analysis in support of obtaining approvals from the appropriate Designated Approving Authority (DAA). IA documents required to be produced, delivered and reviewed include:

IA Threat Analysis (CDRL A004)

IA Strategy (CDRL A005)

PIT Checklist (CDRL A006)

PIT Determination Request Package (CDRL A007)

PIT Designation Report and Letter (CDRL A008)

IA C&A Packages (CDRL A009)

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PIT Risk Approval (PRA) Request Package (CDRL A010)

Interim Authority to Test (IATT) Request (CDRL A011)

IA Vulnerability Management (IAVM) Plan (CDRL A012)

Incident Response Plan (CDRL A013)

Memorandum of Agreement (MOA) (CDRL A014)

Memorandum of Understanding (MOU) (CDRL A015)

Plan of Action & Milestones (POA&M) (CDRL A016)

The contractor shall monitor changes in IA guidance and any additional documentation that is required or any updates to guidance for required procedures and documentation.

# C.5.1 DOD INFORMATION ASSURANCE CERTIFICATION AND ACCREDITATION PROCESS (DIACAP)

The contractor shall provide support for providing a comprehensive DIACAP Package that meets the requirements of the DoDI 8510.01 DIACAP Instruction and the DoN DIACAP Handbook as identified below.

#### C.5.1.1 DIACAP ACTIVITY 1

The contractor shall provide support for DIACAP **Activity 1 - Initiate and Plan IA C&A** efforts in the area of Security Engineering/Requirements development for a DIACAP Package by ensuring the following tasks are completed:

- Register System with DoD Component IA Program
- Assign IA Controls
- Assemble DIACAP Team
- Initiate DIACAP Implementation Plan

The contractor shall continually provide updates to the DIACAP Package as the system development continues. The contractor shall continually update the registration information contained within the Certification Authority database.

#### C.5.1.2 DIACAP ACTIVITY 2

The contractor shall develop the necessary security test planning documents required by the DoDI 8510.01 DIACAP Instruction and the DoN DIACAP Handbook (CDRL A017) and conduct DIACAP validation activities described in these references in support of DIACAP Activity 2 - Implement and Validate Assigned IACs. Consequently, the contractor shall ensure the following tasks are completed:

- Execute DIACAP Implementation Plan (DIP)
- Conduct Validation Activities
- Prepare Plan of Actions and Milestones (POA&M) (CDRL A016)
- Compile Validation Results in DIACAP Scorecard

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The contractor shall conduct validation activities on an operationally representative suite, using software to support a final assessment of system security posture. The contractor, along with technical assistance provided by the government Project Manager and/or System Administrator, shall test the system from a security requirement compliance perspective to ensure the system performs as specified in the C&A documentation. The resulting artifacts shall be incorporated into the DIACAP C&A Validation Report to satisfy the requirements of DIACAP Activity 2 (CDRL A018). During this DIACAP activity, the contractor shall document the initial system security risk and vulnerability assessment (CDRL A019). The contractor, for all vulnerabilities identified through testing, shall provide computer security Engineering Deficiency Reports (ERDs)/Risk Assessment Reports (RAR) by gathering information from system POCs, stakeholders, and online resources and ensure DIACAP Package is complete and ready for DIACAP Activity 3 (CDRL A020).

#### C.5.1.3 DIACAP ACTIVITY 3

As part of **DIACAP** Activity 3 – Make Certification Determination and Accreditation **Decision**, the contractor shall provide inputs to and support the government Project Manager's submittal of the completed DIACAP Package developed under C.5.1, C.5.1.1, and C.5.1.2 to the government Certification Authority (CA) and Designated Accrediting Authority (DAA). The contractor shall assist the government Project Manager provide any and all required revisions as deemed necessary by the CA/DAA or CA/DAA Representatives in order to obtain the accreditation. In support of Activity 3, the contractor shall ensure the CA and DAA has all the necessary information required in order to:

- Make Certification Determination (Certification Authority)
- Issue Accreditation Decision (Designated Accrediting Authority)

by responding to CA/DAA requests for information.

#### C.5.1.4 DIACAP ACTIVITY 4

As part of **DIACAP Activity 4** – **Maintain Authority to Operate and Conduct Reviews**, the contractor shall include those activities necessary (including annual IAC reviews, Contingency Plan testing, etc.) for the continuing operation of the accredited IT system in its computing environment and addressing the changing threats that the system faces throughout its life-cycle by overseeing system IAVA/Security related issues and maintaining DIACAP Package documentation. Activity 4 starts after the system has been certified and accredited for operations. The objectives of Activity 4 are to ensure secure system management, operation, and maintenance to preserve an acceptable level of residual risk.

Activity 4 tasks shall include ongoing maintenance of the DIACAP Package developed under C.5.1, C.5.1.1, and C.5.1.2; system operations; change management; and compliance validation. The contractor shall also monitor and evaluate systems and report documents for changing threats that have security related impacts.

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#### C.5.1.5 DIACAP ACTIVITY 5

As part of **DIACAP Activity 5** – **Decommission**, the end of the system's life-cycle (if a system no longer warrants accreditation) after the Government PM notifies system stakeholders, the contractor shall update only the required C&A documentation necessary (CDRLs A009, A016 & A018) for a decommission decision and submit to the Certification Authority and Designating Accrediting Authority for assessment. Upon the DAA's decision to decommission the system (the DAA issues the Denied Authority To Operate (DATO)), the contractor shall remove the program/system from operation/service and update all database repositories with the accreditation status change of the system.

### C.5.2 PLATFORM INFORMATION TECHNOLOGY (PIT) RISK APPROVAL (PRA)

The contractor shall build the PRA Package (CDRL A010) that are required to be researched, produced and reviewed following the NAVSEAINST 9400.2-M, NAVSEA Afloat IA Implementation Manual.

#### C.5.3 TEST PLANNING, EXECUTION, AND REPORTING

The contractor shall develop and execute IA test plans (CDRL A017) to satisfy the IA C&A requirements of the DIACAP and PRA processes. The contractor shall analyze the results of the IA tests and produce a report (CDRL A020) that supports the applicable C&A process (DIACAP/PRA). The report will include a list of vulnerabilities mapped to the appropriate IA control with a risk assessment that includes likelihood and impact statements in context of the system under test. The report will include recommended mediations/mitigations specific to the system under test.

The contractor shall execute test procedures using the following test tools, mechanisms and information. This list is not exhaustive and will change as directives and instructions are updated and better analysis tools become available:

- DoDI 8500.2 IA Control Review and Vulnerability Scans
- · DISA Security Technical Implementation Guide (STIG) reviews including the use of
  - o DISA Gold and Platinum Disk scans (Windows components)
  - o DISA Unix Security Readiness Review (SRR) scans
  - Manual STIG reviews of operating systems, databases, network devices, security appliances, and applications
- Eye Retina Scans (Secure Configuration Compliance Validation Initiative (SCCVI) tools)
- · Network Traffic Analysis tools (e.g., nmap, wireshark, tcpdump, pcap)
- · Identification and Characterization of Cross Domain Solutions and Interfaces
- · Compilation of Hardware/Software List specific to the system under test
- · Identification of Ports, Protocols, and Services List
- · Security Content Automation Protocol (SCAP) Benchmark Tools

# C.5.4 SYSTEM SECURITY ADMINISTRATOR AND OPERATORS MANUAL (SSAOM)

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The contractor shall develop the System Security Administrator and Operators Manual (SSAOM) (CDRL A021). The SSAOM is the shipboard security "how to" documents intended for Users and System Administrators. The Contractor shall conduct a verification of the SSAOM prior to delivery to the ship. This critical phase of the DIACAP/PRA will require additional support to develop the SSOAM and conduct the laboratory and shipboard verification surveys. The contractor shall author step by step procedures to operate shipboard products used in the crew's performance of IA duties. The contractor shall author the procedures in the SSAOM with captioned screen captures to facilitate Navy personnel performance of required duties.

# C.5.5 INTEGRATED PRODUCT TEAM (IPT)/WORKING GROUP (WG) MEETING

The contractor shall address action items assigned at Integrated Product Team/Working Group (IPT/WG) meetings. The contractor shall identify significant issues and risks and recommend solutions (CDRL A022). The contractor shall attend Support Program Reviews, System Requirements Reviews (SRRs), and other design and requirement reviews to provide security and accreditation issue inputs.

#### C.5.6 IAVM AND IAVA TRACKING SUPPORT

The contractor shall provide Information Assurance Vulnerability Management (IAVM) and Information Assurance Vulnerability Alert (IAVA) tracking support. The contractor shall provide support for the execution of the Information Assurance Vulnerability Management (IAVM) process for both the DIACAP and PIT Certification and Accreditation processes, utilizing the DoD IAVM process and common implementation for both Afloat Combat Systems and systems at Land-Based Test Sites (LBTS). The contractor shall provide and track Computer Security Engineering Deficiency Reports (CDRL A023) as part of IAVM. The contractor shall prepare and submit an IAVM Plan (CDRL A012) subject to Government approval. The plan shall include monitoring the World Wide Web, trade papers, weblogs, Computer Emergency Response Team (CERT) Bulletins, and original equipment manufacturers (OEMs) of microprocessor chips and operating systems used and contemplated for use in each US Naval Warfare System issuing a task order. For each US Naval Warfare System, the contractor shall examine the following:

- a. US Naval Warfare System security requirement
- b. Known vulnerability
- c. Reference source of known vulnerability
- d. Recommended corrective action
- e. Two part risk assessment against known vulnerability
  - a. Risk/Impact assessment as if corrective action is not taken
  - b. Risk/Impact assessment as if corrective action is taken
- f. Trouble Report/Engineering Deficiency Report Data Base Identification
- g. Priority assigned to Trouble/Deficiency Report by warfare systems group
- h. Status of Trouble Report/Engineering Deficiency Report

The contractor shall prepare and submit the results of their examination in a separate IA Vulnerability Report (CDRL A024).

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For warfare system vulnerabilities related to chips, operating systems and generic services and applications not identified by Government sponsored CERT websites, the contractor shall input the vulnerability to a Government sponsored CERT website without disclosing the warfare system. This ensures a coordinated community-wide effort so that the IA community stays informed through accepted state of the practice channels. The contractor shall perform IAVM on systems for which they may or may not have direct access. The contractor shall obtain information for various COTs products in support of IAVM. The contractor shall obtain and review IAVA/B/T and determine applicability via the identified assets and/or reviewing of the actual system inventory. The contractor shall follow the programs process for tracking applicable IAVAs and reporting methods. The contractor shall work with the program in identifying the appropriate impact, and residual risk associated with the IAVA. The contractor shall work with the test teams in the implementation and testing of applicable IAVAs. This shall include helping with test plans (CDRL A017), execution, reports and the update of the programs' IA residual risk documents (CDRL A020). The contractor shall support the compliance tracking and reporting during each phase of the IAVA implementation. Each program's compliance reporting maybe different but the contractor shall use NAVY current practices (e.g. Online Compliance Reporting System (OCRS)).

# C.5.7 SECRET AND BELOW INTEROPERABILITY (SABI) SUPPORT

The contractor shall provide Information Assurance support for the SABI process including Certification Test and Evaluation (CT&E) processes per the Cross Domain Solutions (CDS) CT&E Vendor/PMO Handbook. The support that the contractor shall provide to SABI Phase 1 and Phase 2 activities includes:

- Development of all SABI documentation, including pre-CT&E and post CT&E updates.
- Development of all CT&E documentation prior to the start of CT&E.
- · Participating in all technical interchanges and reviews prior to CT&E, during CT&E and post CT&E. This may include:
  - o Security Design Review (SDR)
  - o Delta SDR
  - o Test Readiness Review (TRR))
  - o Technical Interchange Meetings (TIM)
  - o Post CT&E de-brief

The contractor shall provide Information Assurance support during the CT&E and Penetration testing phase. This support shall include:

- · Pre-delivery configuration of the system and training of the system Information Assurance capabilities.
- · Addressing IA questions including performance of IA trade studies.

At the conclusion of the CT&E phase, the contractor shall submit SABI Phase 2 documentation and shall provide IASE support that address findings covering any issues that are found during CT&E and Penetration testing. This IASE support shall include the mitigations and trade studies that determine changes in architecture, prior to the start of ST&E.

#### C.6.1 TRAVEL

All travel under this effort must be requested of, or authorized by the Contracting Officer's Representative (COR) or Subject Matter Expert (SME) with copy to the COR, in writing or by electronic mail, and must show the appropriate order 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 in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. Specific Travel requirements shall be identified in Plan of Actions Milestone Agreements (POAMs). The contractor shall provide a trip report (CDRL A025).

#### C.6.2 MATERIAL & OTHER DIRECT CHARGES

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 CONUS facilities to perform the requirements of this contract, 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.

# C.6.3 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 contract. 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.7.0 GOVERNMENT FURNISHED OFFICE SPACE

The principal place of performance shall be at the Contractor's facilities with the exception of the following office space that will be provided to the Contractor at task order start up:

#### At NSWC Dahlgren, VA-

LABOR CATEGORY	NO. OF PERSONS

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# At CDSA Dam Neck, VA-

LABOR CATEGORY		NO. OF PERSONS	

# 8.0 PLAN OF ACTIONS AND MILESTONES (POA&M) REQUIREMENTS

The contractor shall develop a POA&M (CDRL A016) for each work area or task within the Performance Work Statement (PWS) and/or Technical Instructions (TI) that addresses, as a minimum, the following information:

- Date POA&M prepared (and revision number if applicable)
- Work Area (number and title)
- Contract and Task Order Number
- POA&M Period of Performance
- Contractor Interfaces/Points of Contact (technical area)
- Task Manager (name, phone number and email)
- Others as appropriate
- Government Interfaces/POC:
- COR (name and code)
- Signatures (each POA&M must be signed by a contractor representative and have the signature block for signature by the COR)
- Estimated work years for the period of the work area to include subcontractors identified by name and total cost (including fee)
- Work summary (a brief description of work supported within this work area) to include a listing of planned deliverables and due dates for each
- Travel total estimated cost; by destination show: number of people, number of days & number of trips.
- Estimate of Cost.

#### C.9.0 MANAGEMENT STATUS REPORTS

### C.9.1 WEEKLY REPORT

The contractor shall provide a Weekly Activity Report (WAR) (CDRL A026) by Program including a summary of activities accomplished during the week, on-going activities, on-site support this week, upcoming planned activities, on-site (program) support next month, and hours worked for the week.

#### C.9.2 MONTHLY REPORT

The contractor shall provide a monthly progress report (CDRL A027).

# C.9.3 ANNUAL REPORT: Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

In accordance with NMCARS 5237.102, the contractor shall report ALL contractor labor hours

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(including subcontractor labor hours) required for performance of services provided under this contract issued by the Naval Surface Warfare Center Dahlgren Division 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.10.0 ANNUAL IN-PROCESS REVIEWS (IPRs)

The contractor shall conduct In-Progress Reviews to be held annually, at a location mutually agreed upon by the Contractor and the Government. The Contractor's In-Progress Review shall provide an annual summary of the weekly and monthly reports. The contractor shall record the minutes for the IPR (CDRL A028).

#### C.11.0 SECURITY

The Department of Defense Contract Security Classification Specification (DD Form 254) (**Attachments J.1**) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances.

IAW DOD/DON CSWF requirements, contractors assigned to an IT level-I designated position with SECRET access will be required to have a favorably adjudicated SSBI completed every 5 years. This investigation will be at the government's expense and will be initiated by the government. Until such time the SSBI is favorably adjudicated, the contractor must remain at IT level-II status in JPAS and will not be assigned level-I duties.

- **C.11.1** The contractor shall require access to Communications Security (COMSEC), Non-SCI intelligence, NATO, FOUO, PII information and SIPRnet in the performance of this contract to support or in order to perform Cyber Security Engineering, Information Assurance (IA) for Certification and Accreditation (C&A), technical support and documentation to the Naval Surface Warfare Center Dahlgren Division (NSWCDD), Combat Direction Systems Activity (CDSA) Dam Neck, and the United States Marine Corp.
- **C.11.2** The contractor's primary facility providing support to the task order must be located within 1 hour of NSWCDD.
- **C.11.3** The contractor facility is required to possess and maintain a TOP SECRET facility clearance as verified within the Industrial Security Facility Database (ISFD) with SECRET storage capability.
- **C.11.4** All individuals performing technical support under this task order are required to have, as a minimum, a Secret security clearance. Two persons (Senior Security Engineer) shall have a Top Secret Security clearance.
- **C.11.5** Access to classified spaces and material, and generation of classified material, shall be in accordance with the attached DD254.
- **C.11.6** The contractor shall assist in the development/maintenance of information/presentations and the development and update of strategies to implement cyber security systems engineering decisions. The contractor shall collect, analyze and manage data and assist in the development and presentation

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of status, information, and decision briefings. To fully execute this requirement, the contractor requires access to Top Secret/Sensitive Compartmented Information (SI/TK/G/HCS) cyber-warfare information, incident reports, tools, techniques and meetings related to combat systems ashore and afloat cyber-security and information assurance planning and systems engineering.

#### C.12.0 MANDATORY REQUIREMENTS

Offerors must meet the following mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of contract performance. In addition, mandatory requirements must be maintain throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1 – Facility Location – The contractor's primary facility providing support to the task order must be located within 1 hour of NSWCDD.

Requirement 2 – Facility Clearance – The contractor is required to have a Facility Clearance of Top Secret with Secret storage capability.

Requirement 3 - Personnel Security Clearances – All individuals performing technical support under this Task Order are required to have, as a minimum, a Secret security clearance. Two persons (Senior Security System Engineer) shall have a Top Secret Security clearance.

#### C.13.0 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

Contractors supporting the Warfare Systems Program Office (WSPO) Code W05 shall use CERS to record funding expenditures. CERS is a browser based web application with the Integrated Budget, Planning and Execution System (IBPES) tool used by W05 for Funds Management, Procurement Allocations, Budgeting, and Out year Planning. Actual expenses, consisting of labor expenses and other expenses (consisting of travel, sub-contracts and any other direct expenses) shall be recorded on a minimum of a monthly basis. Expenses can be recorded more frequently in those cases where billings occur on less than a 30 day billing cycle. In either case, all CERS submittals shall reflect actual voucher billing periods. There are three levels of data that can be reported on for each reporting period. The first level of data that can be reported on for a reporting period is the Labor and Other (consisting of travel, sub-contracts and any other direct expenses) dollars by WBS Element. The second level of data that can be reported on is the hours worked by contractor labor category for each WBS Element. The third level of data is the Labor, Travel and ODC dollars by billing requisition for the reporting period. To support the WSPO Business Office, contractors shall report by WBS Element, this is the first level as described above.

Contractors shall coordinate all requests for CERS training with the COR for the contract. The COR will provide the Contractor with the WSPO CERS Procedural Document that provides instructions on how to gain access to CERS.

#### C.14.0 SKILLS AND TRAINING

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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. Information assurance functions require certifications specified in DFARS 252.239- 7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. 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.

#### C.15.0 SUBCONTRACTORS / 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 subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

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

#### C.16.0 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 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.

#### C.17.0 USE OF INFORMATION SYSTEM (IS) RESOURCES

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 computers, software, networks, and addresses. Certain tasks may require that the information and data to be processed will be required to be on computers that are in a standalone configuration not connected to a network that is connected to the internet or any corporate networks. This includes all data deliverables as well as found in Exhibit A. Exhibit A reports will NOT be on ANY computer connected to any external corporate network or the internet. The systems generating these reports

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will be on standalone systems on a standalone network.

#### Contractor Use of DOD and NSWCDD IS Resources:

In the event that the contractor is required to have access to DOD and/or NSWCDD 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.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office.

#### C.18.0 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. 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.
- (b) Whenever technical data and/or computer software deliverables required by this contract 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.
- (c) 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 Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this contract.

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### C.19.0 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

#### C.20.0 IDENTIFICATION BADGES

The contractor shall be required to obtain identification badges from the Government for all contractor personnel located on or 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 Contracting Officer.

#### C.21.0 Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or DoD badge and/or bumper sticker turn-in the badge(s) and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base

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access. For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD and/or DOD badge 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 NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge(s) and removal of the sticker.

#### C.22.0 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.23.0 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive/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 as applicable to specific PWS tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

#### C.24.0 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 Contracting Officer immediately in accordance with the clause 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

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are doing so.

#### C.25.0 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA, NSWCDD, and CDSA 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 contract 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 the Standards of Conduct contained in SECNAVINST 5370.2J.

### C.26.0 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The contractor shall provide notice within 14 days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

#### C.27.0 HQ C-1-0001 ITEM(S) - 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 (A), attached hereto.

### C.28.0 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 incorporated into the contract.

#### C.29.0 HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (JAN 2008)

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- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NSWCDD Solicitation No. **N00024-13-R-3013**.
- (b) The Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

### C. 30.0 NMCARS 5237.102-90 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center, Dahlgren Division via a secure data collection site. Contractor services excluded from this reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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.

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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 practice.

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:

(Name of Individual Sponsor)	
(Name of Requiring Activity)	
(City and State)	

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#### SECTION E INSPECTION AND ACCEPTANCE

**E.1** Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

## E.2 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

- (a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.
- (b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: http://cpars.navy.mil.

#### E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

#### E.3.1 PURPOSE

- E.3.1.1 This Quality Assurance Surveillance Plan is a Government-developed and applied document used to make sure the systematic quality assurance methods are used in the administration of this performance-based contract. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the contract.
- E.3.1.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and the contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.
- E.3.1.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

#### E.3.2 AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance which provides for inspections and acceptance of the services and deliverables called for in service contracts to be executed by the Contracting Officer of a duly authorized representative.

#### E.3.3 SCOPE

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E.3.3.1 The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

- E.3.3.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the contractor flexibility to continuously improve and innovate over the course of the Task Order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.
- E.3.3.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Task Order regardless of whether the work is performed by contractor employees, subcontractors, or consultants. The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor's QCP.
- E.3.3.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. CPARS assesses a contractor's performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <a href="http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf">http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf</a>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and contractor's initial post-award meeting. Potential sources of data may include, but are not limited to, the following:
  - Status and progress reviews and reports
  - Production and management reviews and reports
  - Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports
  - Cost performance reports and other cost and schedule metrics
  - Other program measures and metrics such as:
  - Measures of progress and status of resources
  - Measures of deliverable timeliness and accuracy

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- Measures of product quality and process performance
- External and sponsor feedback/comments and satisfaction ratings
- Systems engineering and other technical progress reviews
- Technical interchange meetings
- Physical and functional configuration audits
- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontract Reports

E.3.3.5 A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the Contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

#### E.3.4 ROLES AND RESPONSIBILITIES

#### E.3.4.1 Contracting Officer

- E.3.4.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.
- E.3.4.1.2 The Contracting Officer ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that ensures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance.

#### E. 3.4.2 Contract Specialist

- E.3.4.2.1 Assigned by the PCO to provide daily administration of the contract.
- E.3.4.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

#### E.3.4.3 Contracting Officer's Representative (COR)

- E.3.4.3.1 An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed in the task order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the task order.
- E.3.4.3.2 The COR is responsible for technical administration of the Contract and assures proper surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

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E.3.4.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes on the 's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

#### E.3.4.4 <u>Subject Matter Expert (SME)</u>

- E.3.4.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.
- E.3.4.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.
- E.3.4.4.3 An SME cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

#### E.3.5.0 SCHEDULE

The Contractor's performance will be evaluated on the schedule described below. The first QASP evaluation will cover the first six (6) months of performance with successive evaluations being performed for each twelve (12) month period thereafter until the Contractor completes performance under the task order. To accomplish this, the following applies to each evaluation period:

- E.3.5.1 Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of month seven (7) of the period of performance, based on the first six/twelve months of support. The evaluation will encompass all work the Contractor performed at any time during the six/twelve month period but will not include cumulative information from prior periods. Failure of the contractor to make a timely delivery of the self-assessment will be viewed as the contractor's overall inability to comply with Contract schedules.
- E.3.5.2 COR Written Assessment due to the Contracting Officer no later than the end of week two (2) of month eight (8) of the period of performance.
- E.3.5.3 Week four (4) of month eight (8) of the period of performance: The Contracting Officer will review the Contractor's Self-Assessment, the COR's Written Assessment and any other information deemed relevant by the Contracting Officer. The Contracting Officer will resolve any disagreements between the COR's Written Assessment and the Contractor's Self-Assessment. The Contracting Officer will document the determination and provide a copy to the Contractor by the end of month eight (8).

### E.3.6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

- E.3.6.1 Table 1 provides the overall performance ratings. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.
- E.3.6.2 The required performance standards and quality levels are included in Table (1), "Performance Standards". If the contractor meets the required service or performance level, the contractor will receive positive preliminary QASP and CPARS ratings. If the contractor fails to

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meet the required performance level, the result will be negative QASP and CPARS ratings.

E.3.6.3 If the Contractor fails to meet the required performance level based on the review conducted in accordance with paragraph E.3.5.0 above, the Government may not exercise the next Option period under the Order. "Meeting the required performance level" means that the contractor must receive at least a Satisfactory rating (see table 1) for each of the six (6) major element that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, Cost Management & Efficiency, and Subcontracting) for the performance period being evaluated (See Table 2).

#### E.3.7.0 METHODOLOGIES TO MONITOR PERFORMANCE

#### E.3.7.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate contractor performance when appropriate. The Government will use the following methods of surveillance:

- · Random monitoring
- · Periodic Inspection
- · Customer Feedback

#### E.3.7.2 Customer Feedback

- E.3.7.2.1 The contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.
- E.3.7.2.2 Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the contractor.
- E.3.7.2.3 Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and contractor to resolve the issue.
- E.3.7.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

#### E.3.8.0 QUALITY ASSURANCE DOCUMENTATION

#### E.3.8.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in Table 1.

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The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations may be conducted as input to Option Exercise determinations. Formal CPARS evaluations shall be conducted on an annual basis.

Table 1 – Overall Performance Rating

Overall Performance Rating	Standard
	Performance meets contractual requirements and exceeds many
Excellent	requirements to the Government's benefit.
	Performance meets contractual requirements and exceeds some
Very Good	to the Government's benefit.
Satisfactory	Performance meets contractual requirements.
	Performance does not meet some contractual requirements.
	The element being assessed reflects a serious problem for which
	the contractor has not yet implemented satisfactory corrective
Marginal	measures.
	Performance does not meet contractual requirements and
	recovery is not likely in a timely manner. Contractor's
Unsatisfactory	corrective actions to date are ineffective.

Table 2 - Task Performance Evaluation Criteria and Standards

ELEMENT	UNSATIS- FACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCELLENT		
I. Task Performance							
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.		

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Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required. Contractor provides marginally qualified or unqualified personnel.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required. Contractor provides marginally qualified personnel.	Data Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the item. Other deliverable meet all Contract requirements. Contractor provides qualified personnel.	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements. Contractor provides a mix of qualified and highly qualified personnel.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements. Contractor provides highly qualified personnel.
II. Staffing  III. Customer	Lapses in coverage occur regularly.	Lapses in coverable occur more than occasionally.	Lapses in coverage occur occasionally and are successfully managed by the contractor with to minimize impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.	Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications	Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.
IV. Manageme	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without Government involvement.

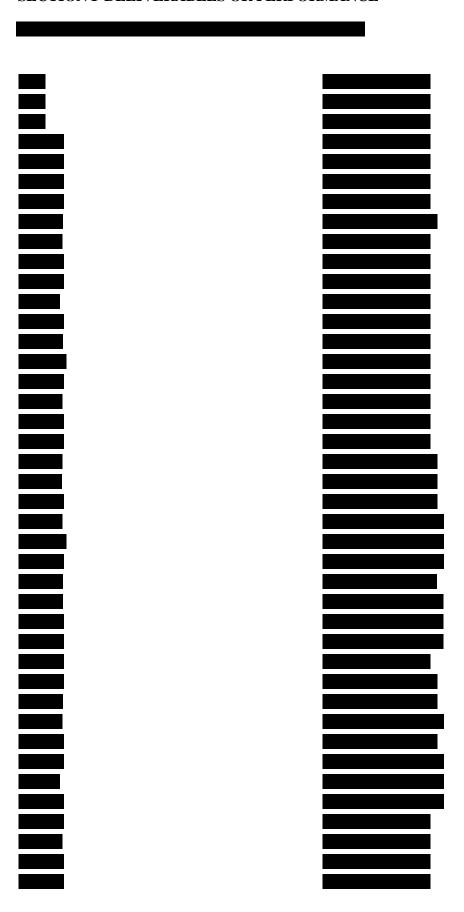
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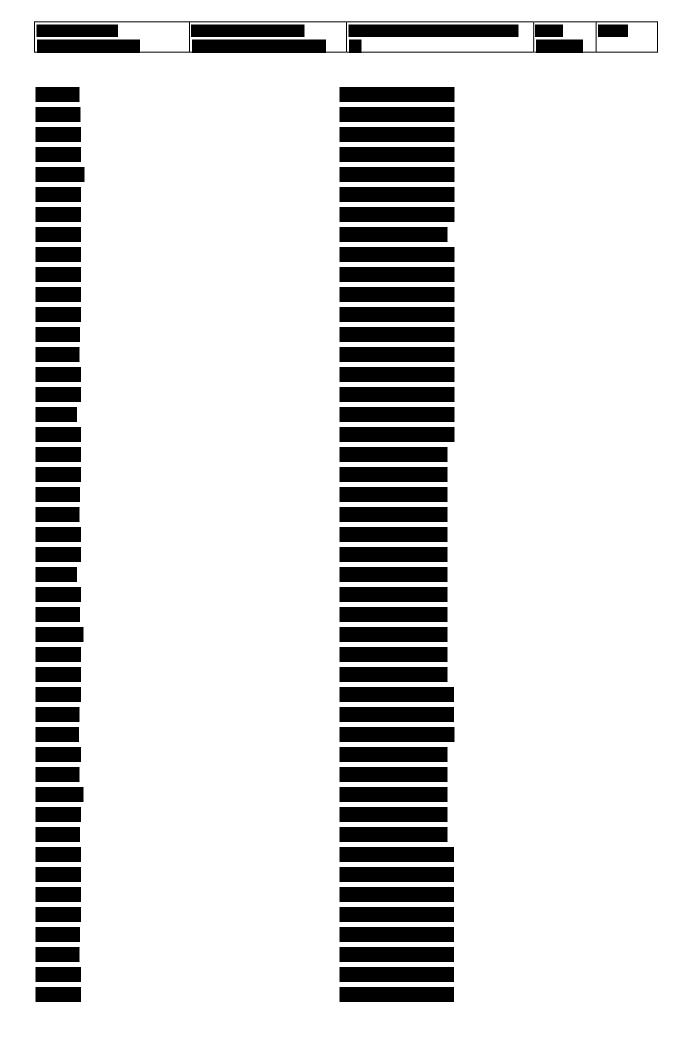
Responsive- ness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and it frequently proactive in managing communications.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.
•	gement & Efficien		Contractor	Contractor	Contractor often
Cost Mgmt & Reporting	Contractor regularly experiences cost overruns. Cost reports are late and contain errors. Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete. Subcontractor invoices are rarely paid in a timely manner.	Contractor may experience occasional cost overruns. Cost reports are occasionally late and/or contain errors. Invoices are occasionally late or contain errors. Supporting detail contains occasional errors. Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.	Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely and accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely and accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely and accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.

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Other Direct Cost (ODC)	ODCs are not accurately or timely reported or invoiced. Errors are not quickly corrected. Seldom complies with contract requirements for ODC authorizations.	ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner. Often does not does not comply with authorization requirements in contract.	ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected. Occassionally does not comply with authorization requirements in the contract.	ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected. Contractor complies with contract requirements for ODC authorization 95% of time.	ODCs are accurately and timely reported and invoiced. Contractor complies with contract requirements for ODC authorization 100% of time.
VI. Subcontra	cting				
FAR 52.219-14 Compliance	Contractor at less than 50% compliance; Plan Forward for achieving compliance does not appear realistic or achievable.	Contractor at less than 90% compliant. Plan Forward for achieving compliance contains some unmitigated risks.	Contractor at least 90% compliance for preceding contract period. Plan Forward for achieving compliance is realistic and achievable.	Contractor in full compliance for preceding contract period.	Contractor exceeds 60% of the cost of contract performance for his own personnel for preceding contract period.

#### SECTION F DELIVERABLES OR PERFORMANCE

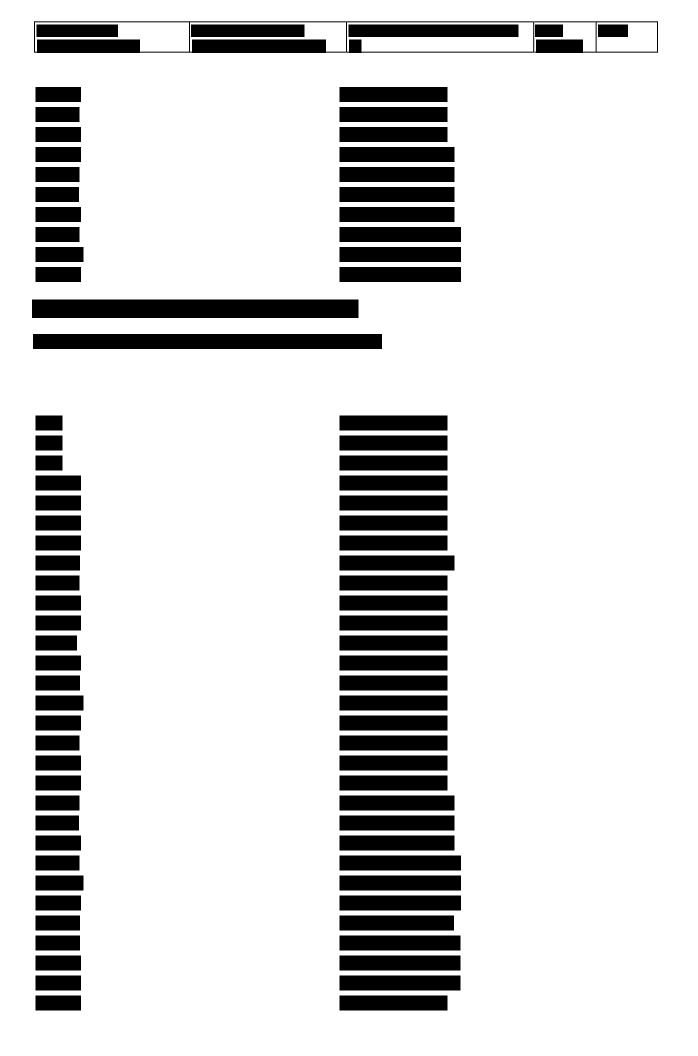




















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**2** For proposal purposes, the estimated award date is 1 July 2013 and the estimated start date of performance of this Task Order is 1 August 2013. The Government reserves the right to award sooner or later if necessary. The start and end dates for periods of performance will be updated as necessary upon Task Order award.

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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/deobligated. Under SeaPort-e, all funding is identified/obligated/deobligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each new obligation of funds may receive a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures at the SLIN level is required.

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

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each indentified project/work area/TI/WBS shall be invoiced by its associated CLIN and ACRN(s). If multiple ACRNs are associated with a single project/work area/TI/WBS, the contractor shall consult with the Contracting Officer's Representative for additional invoice instructions.

## G.3 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

In accordance with (DFARS) PGI 204.7108 "Other" (d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS, the following payment instructions apply to this task order:

- (a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.
- (b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) shown on each individual invoice, including attached data.

#### **G.4 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 this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors/consultants are approved on this Task Order:



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

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, onsite contractor personnel regularly assigned to work at that facility should follow the

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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, onsite 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.

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 task order. 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 task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

# G.6 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

**Procuring Contracting Officer (PCO):** 

(a) Name: Code: 024

Address: Naval Surface Warfare Center, Dahlgren Division

17632 Dahlgren Road, Suite 157 Dahlgren, Virginia 22448-5100

Phone:

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:**

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(a) Name:

Code: 024

Address: Naval Surface Warfare Center, Dahlgren Division

17632 Dahlgren Road, Suite 135 Dahlgren, Virginia 22448-5100

Phone:

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

#### Administrative Contracting Officer (ACO)

(a) Name:

Address: DCMA Virginia

10500 Battleview Parkway, STE 200

Manassas, VA 20109-2342

Phone:

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.

### Contracting Officers Representative (COR):

(a) Name:

Code: W03

Address: NSWCDD 5409 First Street, Building 1510

Dahlgren, VA 22448

Phone:

(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. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

### Alternate Contracting Officers Representative (ACOR):

(a) Name: TBD

Code:

Address:

Phone:

E-mail:

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR

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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 Experts

The SME is the COR's subject matter expert for specific work areas as described in the Quality Assurance Surveillance Plan (QASP) in Section **E.3.4.4.** 

#### G.7 Dd-G12 POST AWARD MEETINGS

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the task order. The meeting will be held at (to be identified at Task Order award).
- (b) The contractor will be given at least five working days' notice prior to the date of the meeting by the Contracting Officer.
- (c) 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.
- (d) A second post award meeting may be held, if necessary, 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 HQ G-2-0009. The contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2404A
Inspect By DoDAAC	n/a
Ship To Code	n/a
Ship From Code	n/a
Mark For Code	n/a
Service Approver (DoDAAC)	S2404A
Service Acceptor (DoDAAC)	n/a
Accept at Other DoDAAC	n/a
LPO DoDAAC	n/a
DCAA Auditor DoDAAC	HAA211
Other DoDAAC(s)	n/a

# G.9 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract, as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract 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 TI, SLIN, or CLIN level. For other than firm fixed 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.

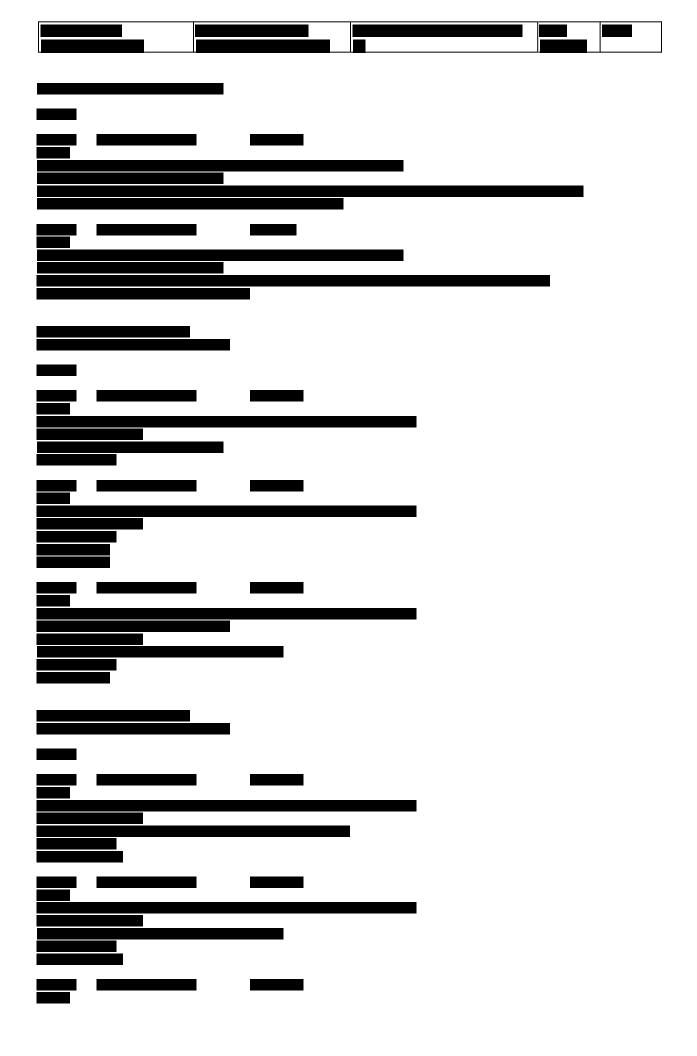
#### 252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

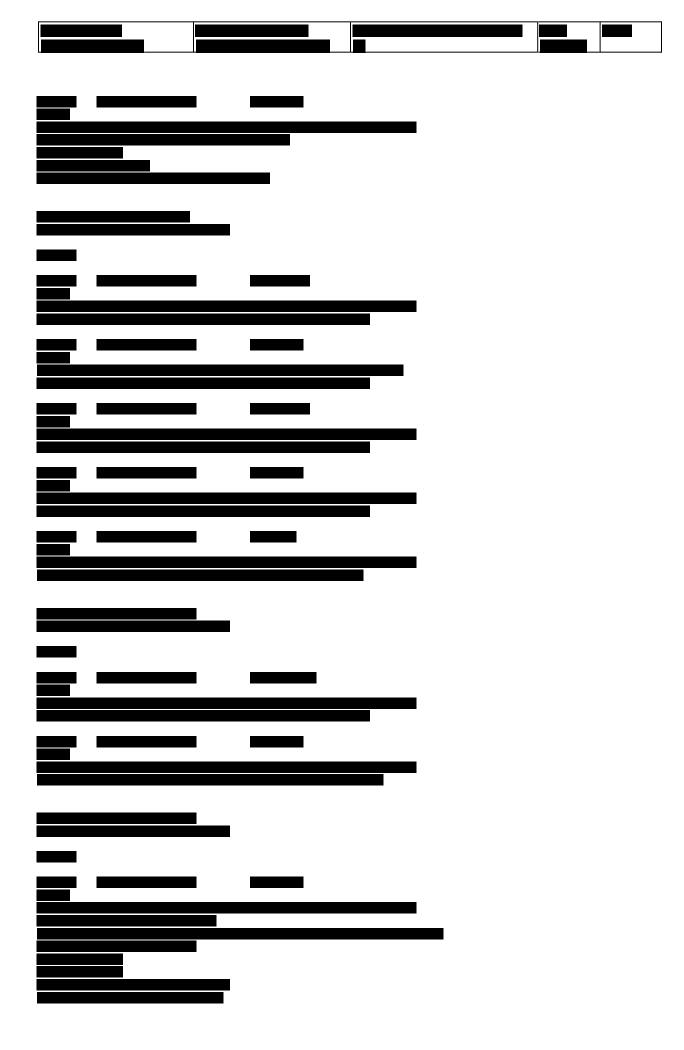






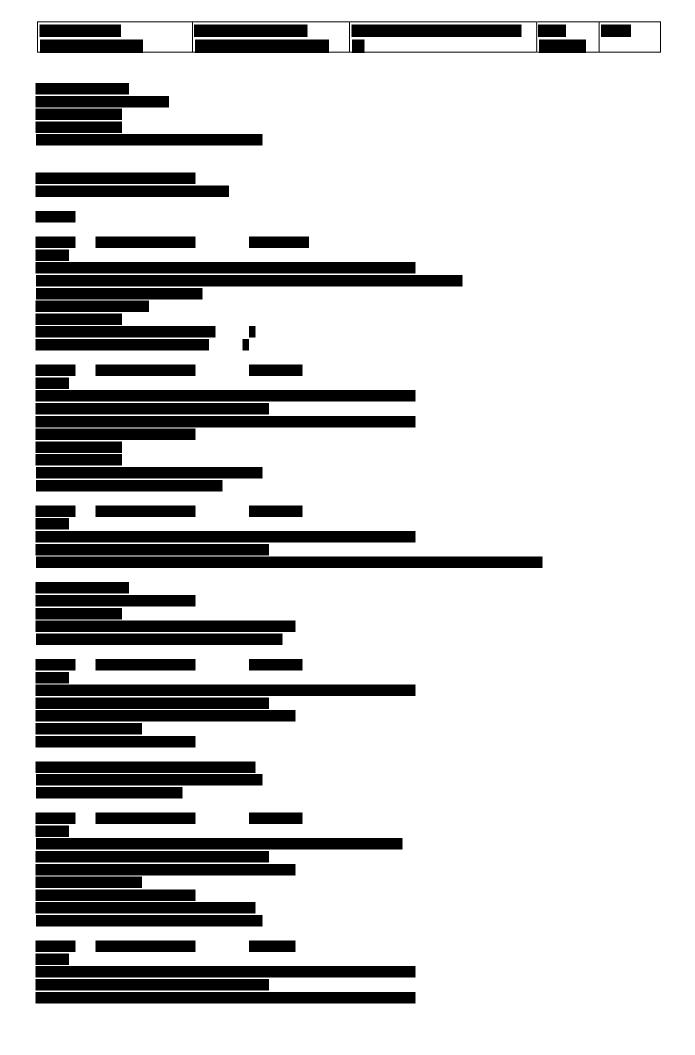




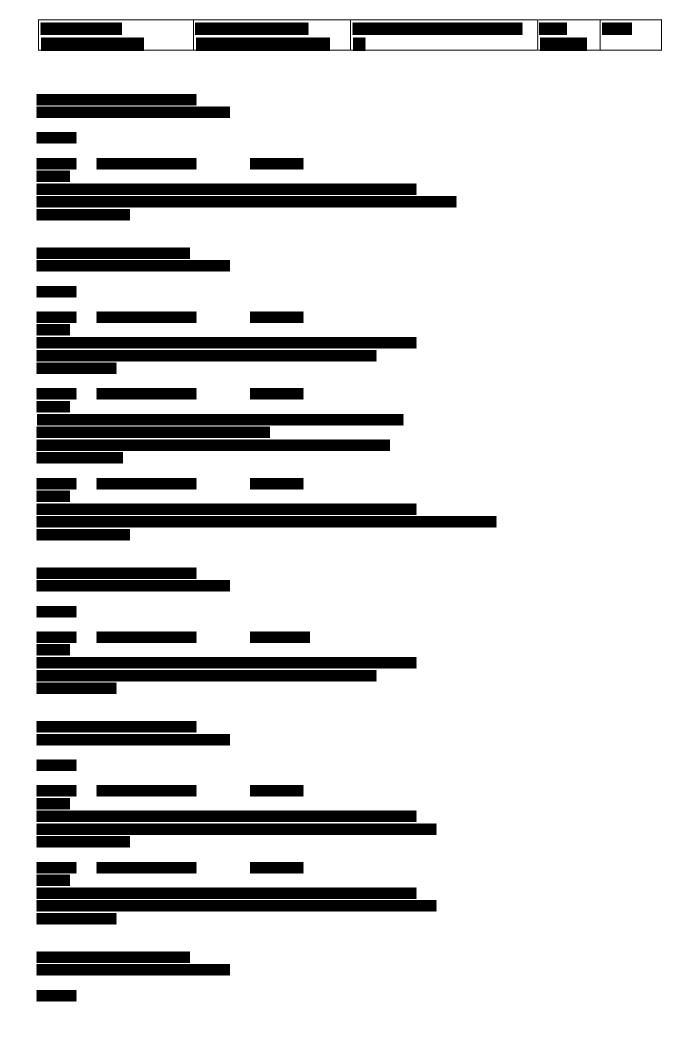


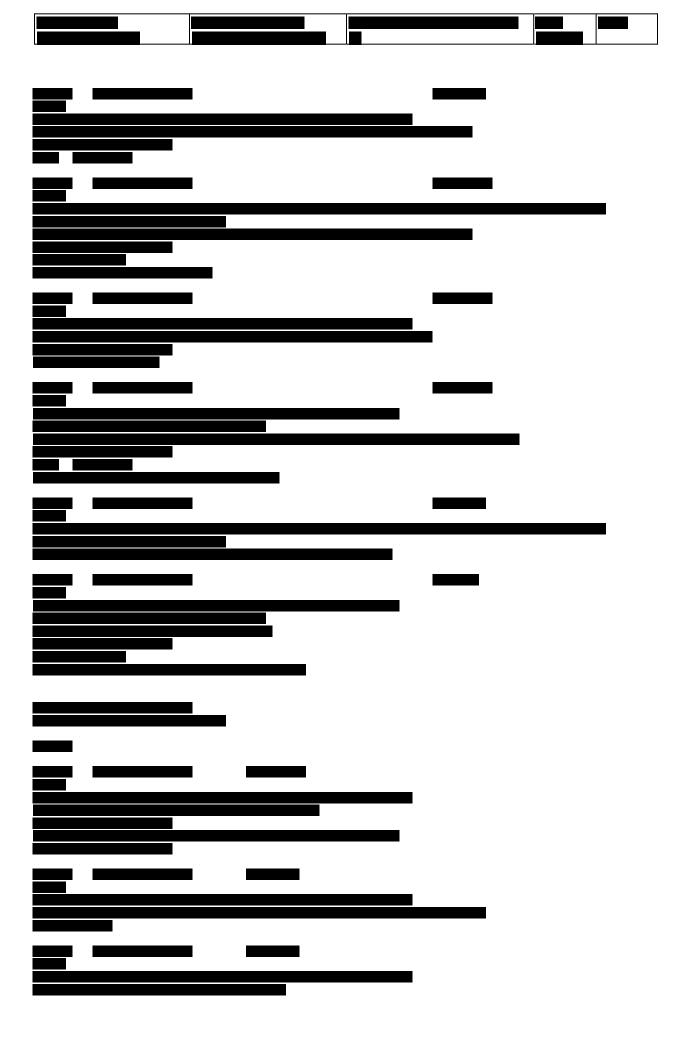


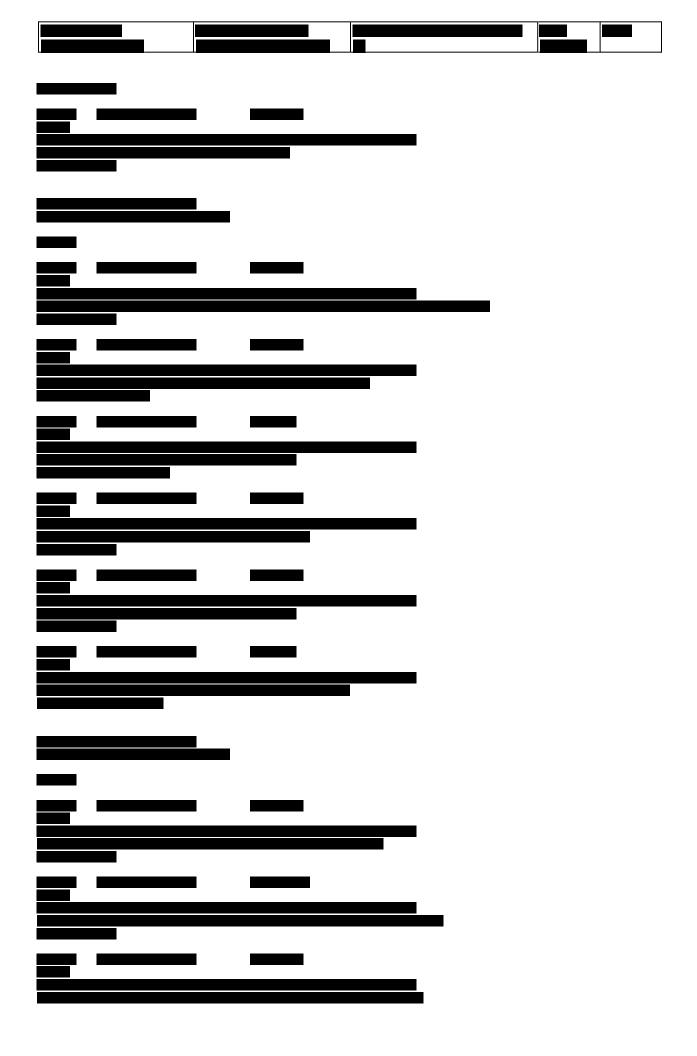


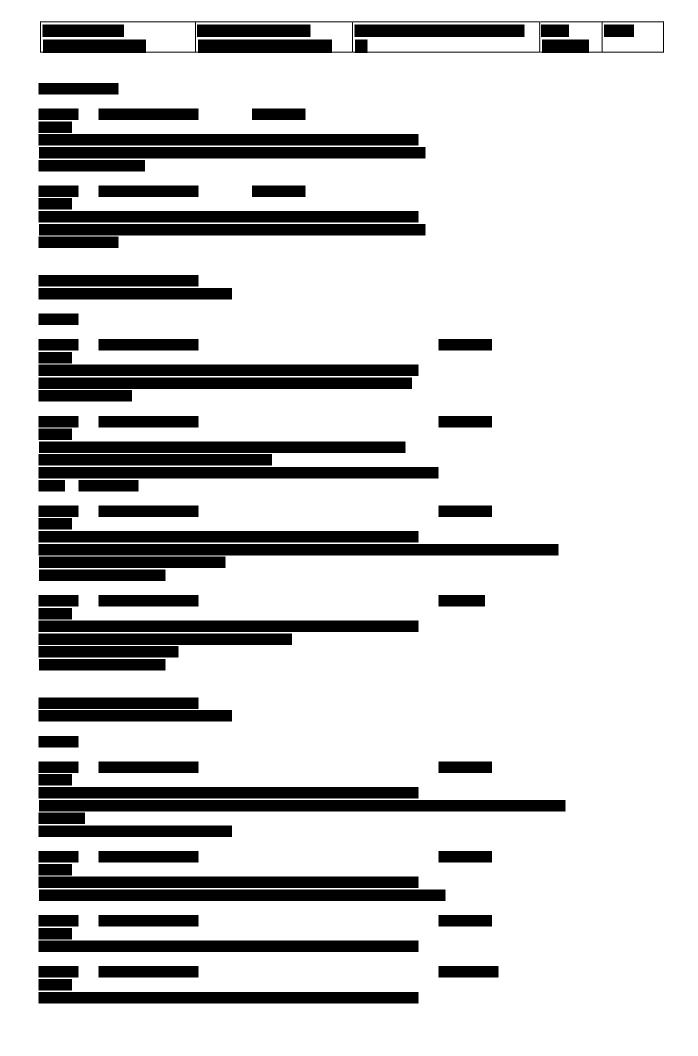


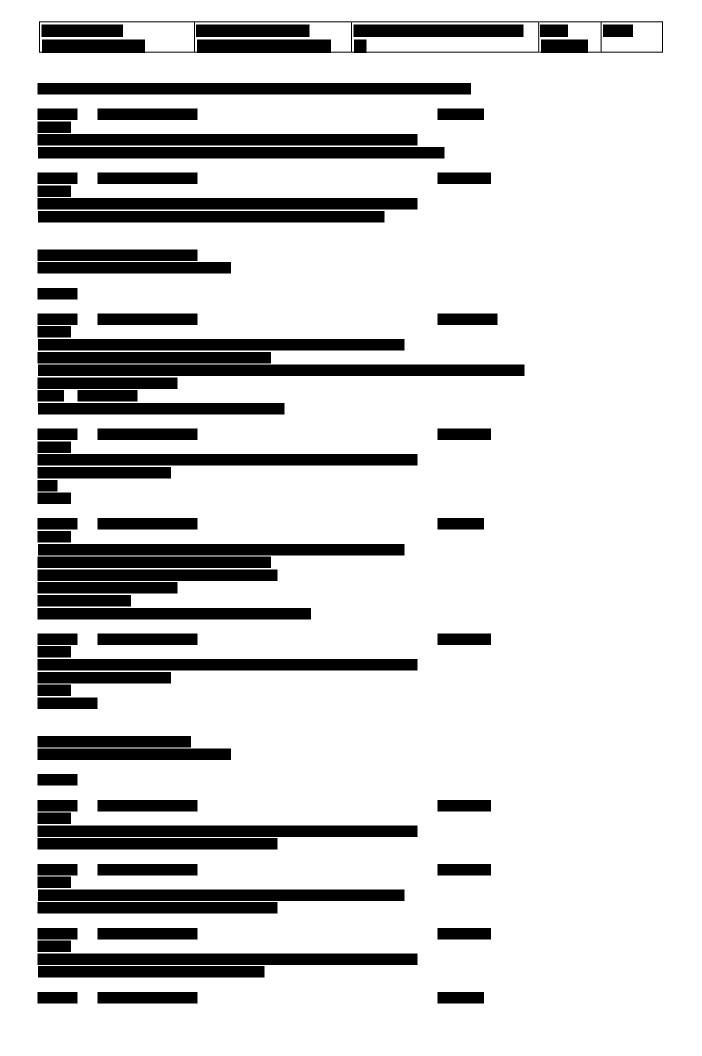


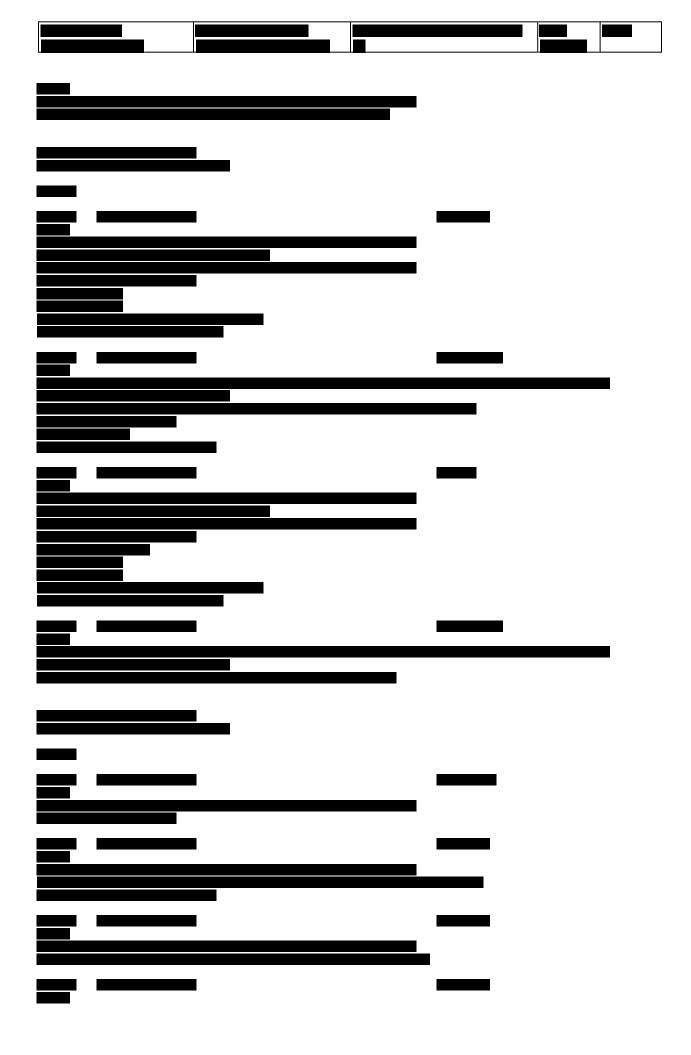




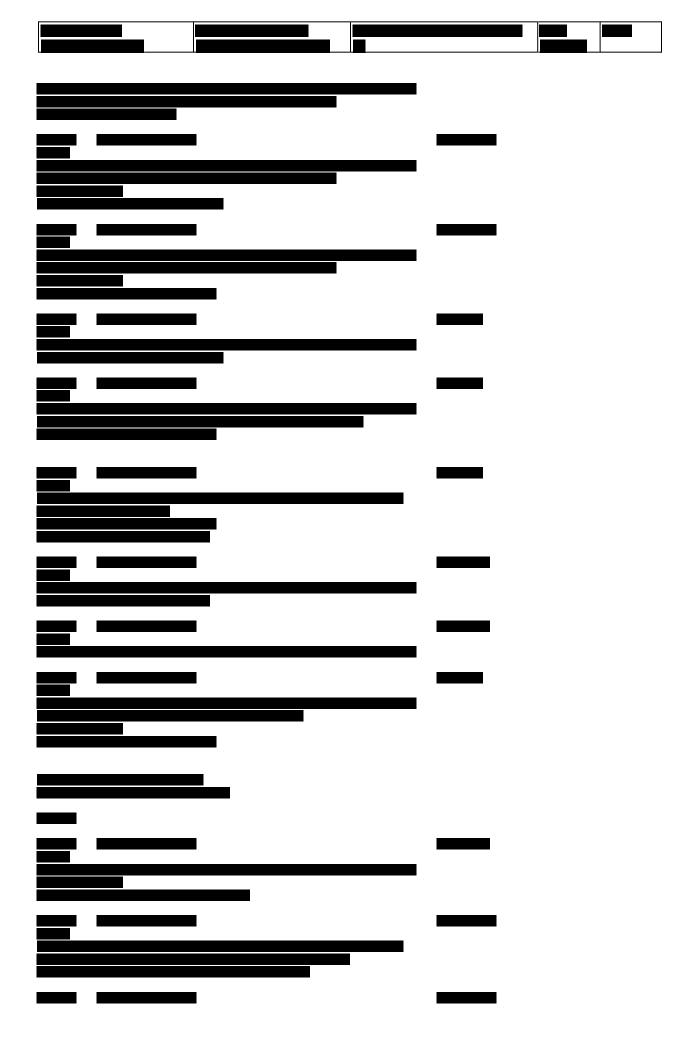




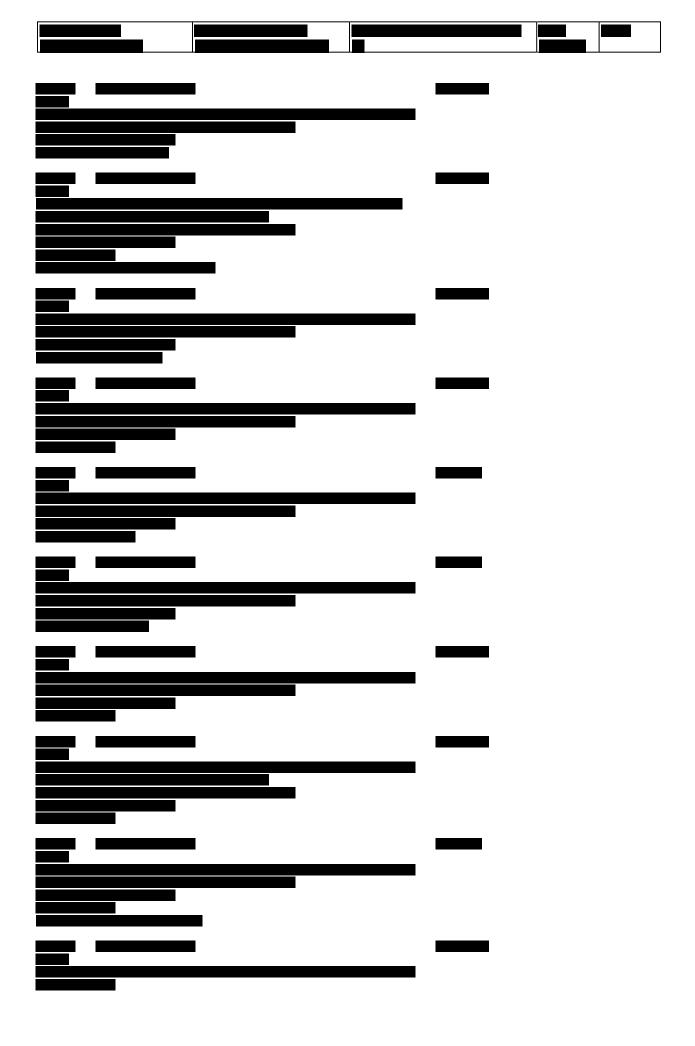


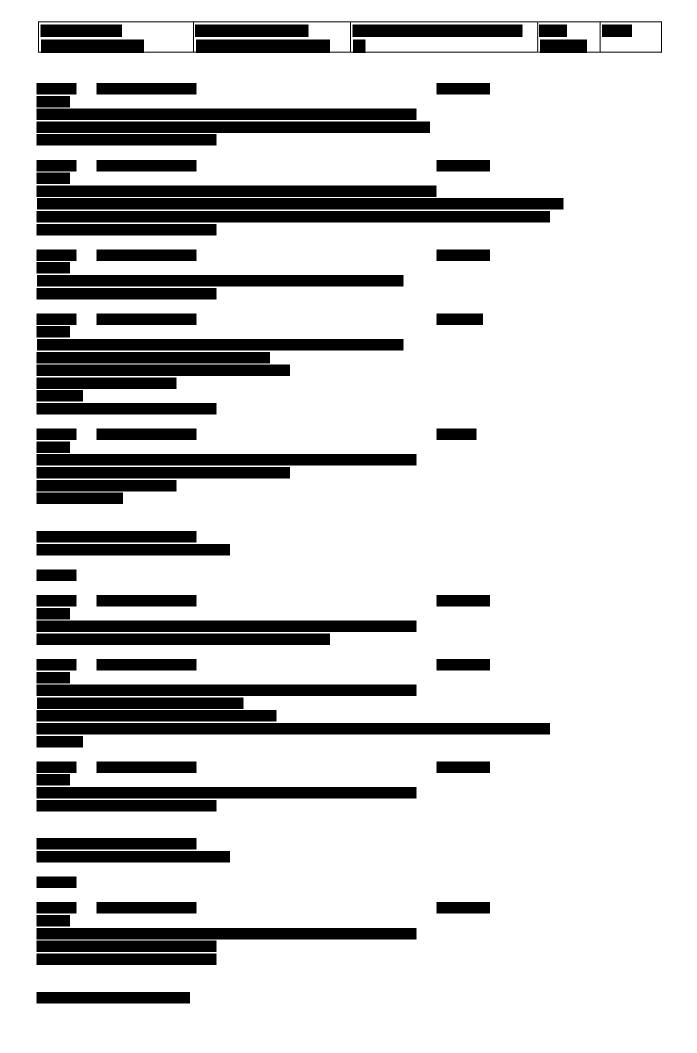


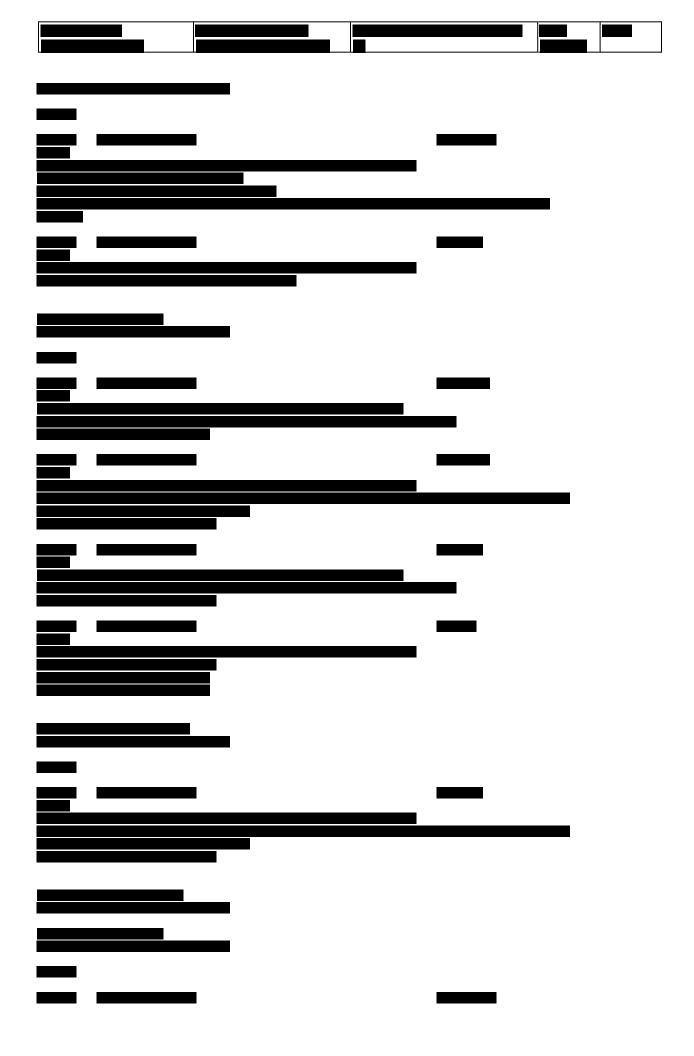


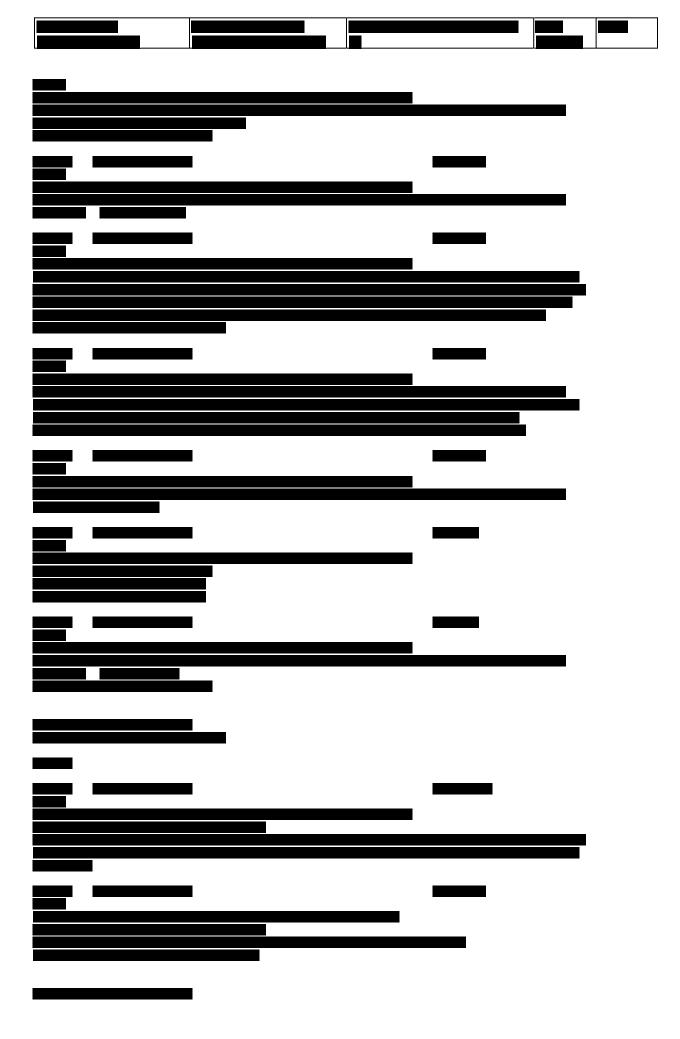


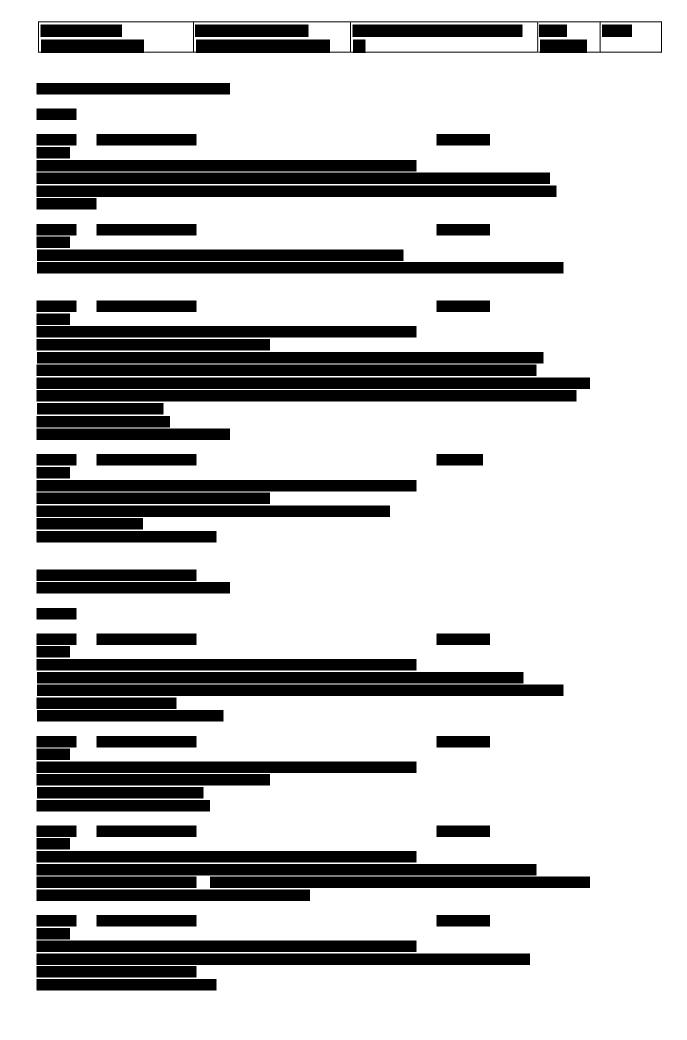


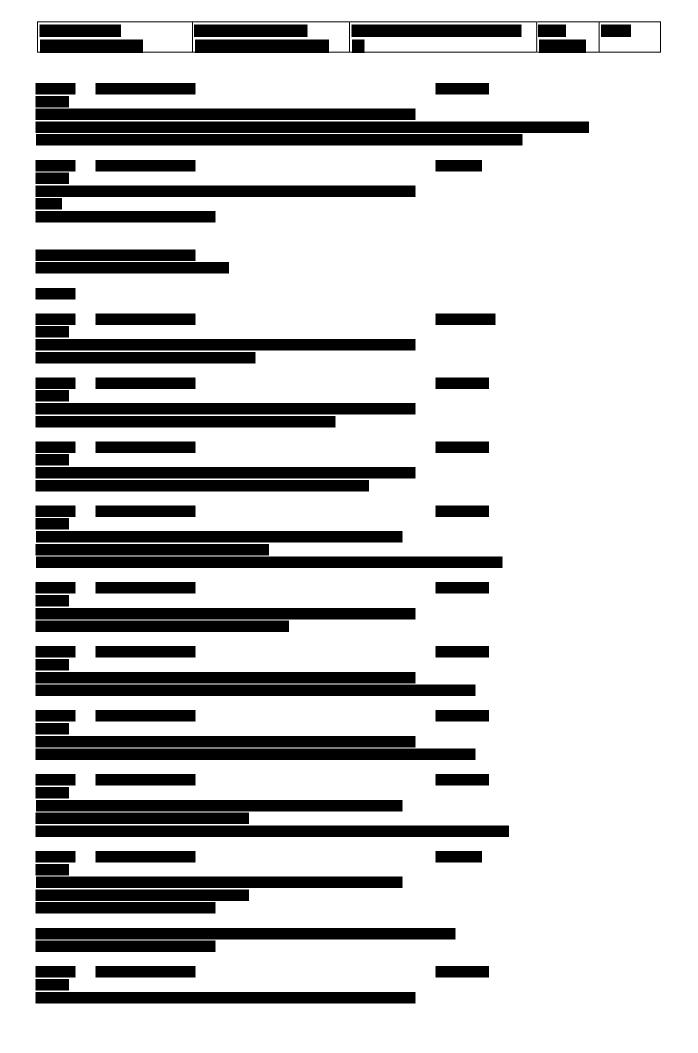


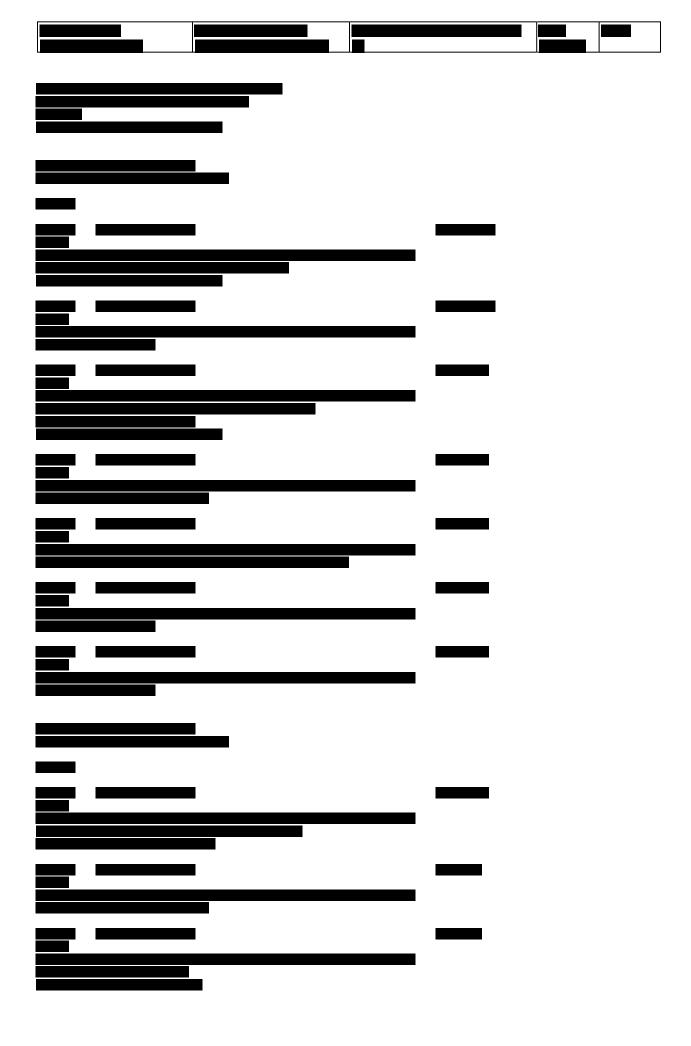


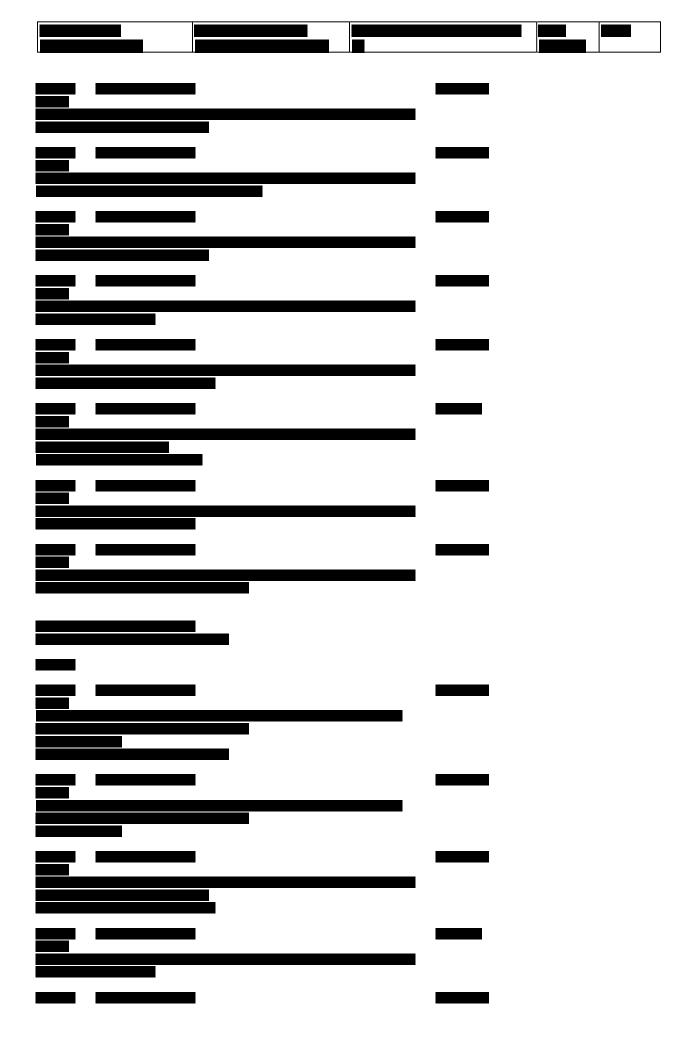








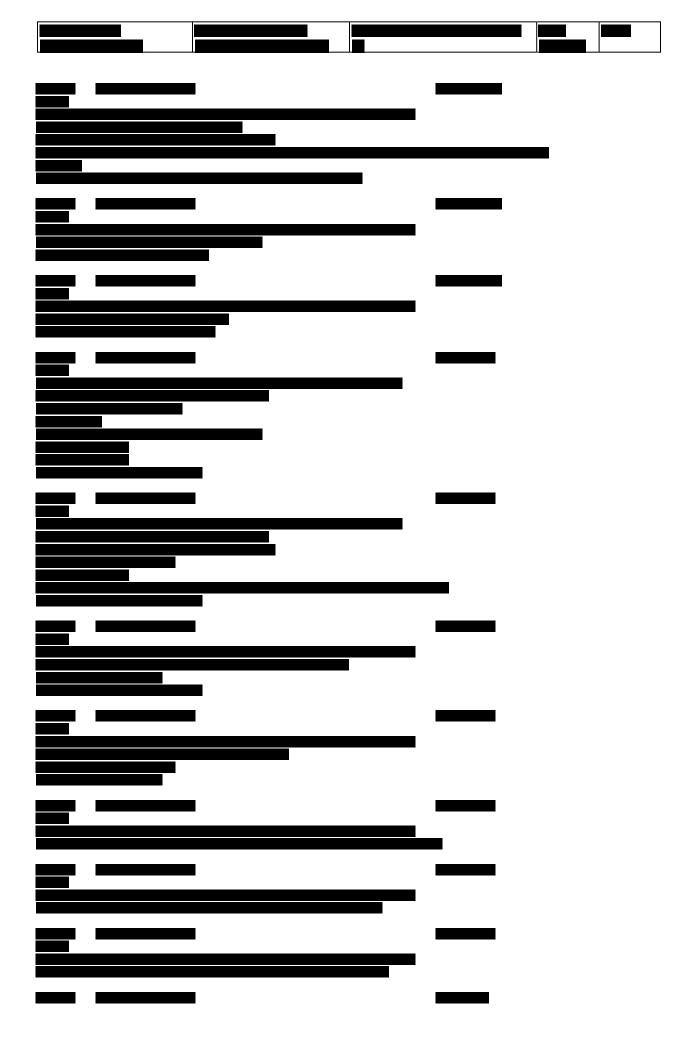


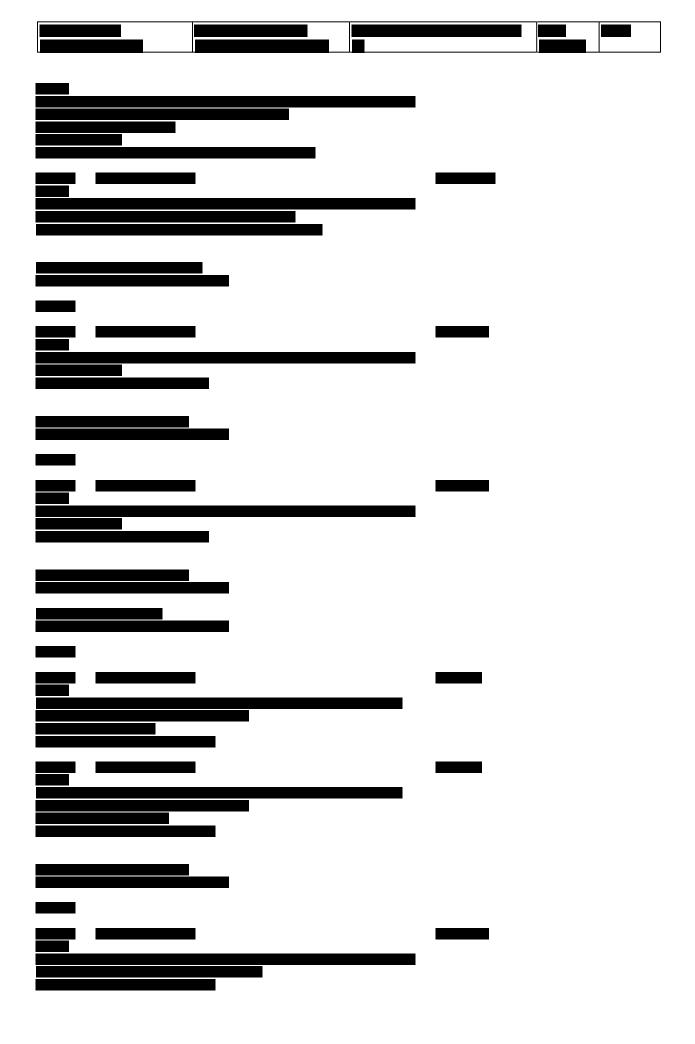




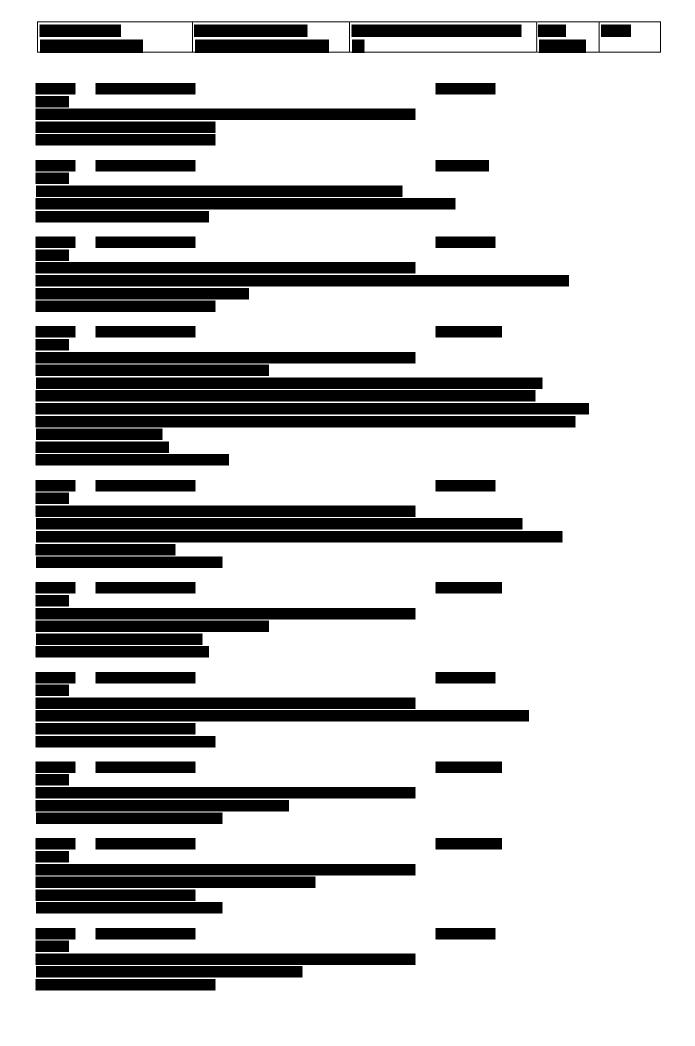






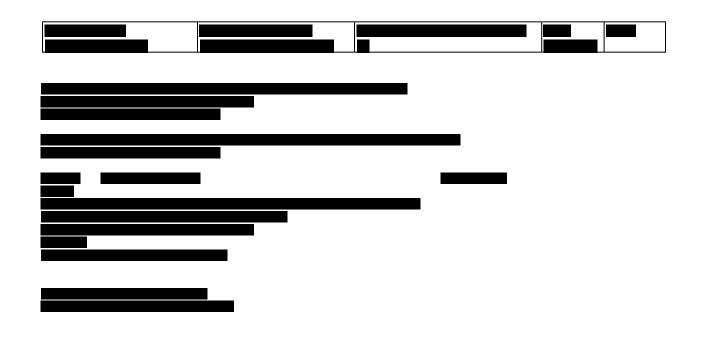












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# SECTION H SPECIAL CONTRACT REQUIREMENTS

## H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires personnel with the appropriate experience and professional development qualifications. The applicable labor categories and associated qualifications are listed in Section H.2 and H.3.

- (a) Experience The desired experience for each Labor Category must be directly related to the tasks and programs listed in the PWS. General experience in engineering, system engineering or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the PWS is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below).
- (b) Professional Development Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.
- (c) Accumulation of Qualifying Experience Categories of experience may be accumulated concurrently.

Two groups of Personnel will support this order - Key Personnel and Non-Key Personnel.

Key Personnel are the Personnel whose resumes were submitted with the offeror's proposal for evaluation purposes or their replacement in accordance with the Substitution of Personnel clause 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 will be evaluated in accordance with clause H.5 5252.237-9106 Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

Non-Key Personnel are the personnel proposed to provide support in positions that are not identified as Key.

### H.2 KEY LABOR CATEGORY DESIRED QUALIFICATIONS

To perform the requirements of the PWS, the Government desires key personnel with the following qualifications.

#### PROGRAM MANAGER

5 years experience in Program Management (PM) in DoD systems. 5 years of leadership experience and responsibility in DoD contract management, to include management of a major

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technical support contract (Navy preferred) and a thorough knowledge of the Navy's contractual process. Possesses an understanding of computer security, military system specifications, DoD IA policies and the ability to communicate clearly and succinctly in written and oral presentations. Possesses the ability to:

- 1. Manage a technical team.
- 2. Develop cost estimates and schedules.
- 3. Prepare status reports.
- 4. Prepare budget reports.

### SENIOR SECURITY SYSTEMS ENGINEER

5 years experience in engineering and securing DoD systems. Certified as IAM Level III or IAT Level III per DoD 8570.01-M; must be obtained within 6 months of hiring. Possesses an in-depth understanding of computer security, military system specifications, DoD IA policies, and the ability to communicate clearly and succinctly in written and oral presentations. Experience executing all aspects of the Systems Engineering Technical Review (SETR) Process. Possesses an in-depth understanding and experience in DoD Information Assurance Certification and Accreditation Process (DIACAP), Platform IT (PIT), and the implementation of Cyber Security and IA boundary defense techniques and various IA-enabled appliances. Examples of these appliances and applications are Firewalls, IDS, IPS, Switch/Routers, Cross Domain Solutions (CDS) and Host Based Security Systems (HBSS). Possesses the ability to:

- 1. Author DoD IA Certification and Accreditation (C&A) artifacts.
- 2. Document a system from an IA perspective using Microsoft Office including MS Word, MS Excel, MS Visio and other appropriate tools.
- 3. Derive, document and/or identify system CONOPS for Mission Assurance Categorization per DoDI 8500.2.
- 4. Lead the research, recommend and document logical and physical solutions that prevent, detect and correct the system to be certified and accredited.
- 5. Research and apply DISA Security Technical Implementation Guides (STIGs) and NSA recommendations.
- 6. Lead the identification of disagreements between as built specifications, security requirements and DoD security policies and design implementations to bring the system into compliance.
- 7. Plan, Develop, execute and document results of security test procedures.
- 8. Lead the analysis and testing of a designated US Naval warfare system against known vulnerabilities based upon security approaches and known hacker techniques and exploits.
- 9. Lead the preparation and execution an Information Assurance Vulnerability Management (IAVM) Plan.
- 10. Lead the preparation and production of a System Security Administrator and Operators Manual (SSAOM).
- 11. Lead obtaining Authorization To Operate (ATO) and resolve issues in the event a US Naval warfare system is issued an Interim Authorization To Operate (IATO).
- 12. Lead the technical support effort in identifying and specifying requirements and performing risk assessments.

### SECURITY ENGINEER / INFORMATION SYSTEMS ANALYST

5 years experience in analyzing and securing DoD or Information Technology systems for

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compliance with specifications, requirements and policies. Certified as IAT Level II or Level III per DoD 8570.01-M; must be obtained within 6 months of hiring. Possesses an understanding of computer security, military system specifications, DoD IA policies and the ability to communicate clearly and succinctly in written and oral presentations. Possesses the ability to:

- 1. Author DoD IA Certification and Accreditation artifacts.
- 2. Document a system from an IA perspective using Microsoft Office including MS Word, MS Excel and MS Visio and other appropriate tools.
- 3. Derive, document and/or identify system CONOPS for Mission Assurance Categorization per DoDI 8500.2.
- 4. Research and recommend logical and physical solutions that prevent, detect and correct the system to be certified and accredited.
- 5. Apply DISA Security Technical Implementation Guides (STIGs) and NSA recommendations.
- 6. Identify disagreements between as built specifications, security requirements and DoD security policies and recommend approaches to bring the system into compliance.
- 7. Author and revise system requirements and specifications to meet DoD security policies.
- 8. Perform vulnerability tests as Red Team and/or Blue Team using manual techniques, eEye Retina and other similar and appropriate IA and security tools.
- 9. Plan, execute and document risk assessments against known vulnerabilities based upon security approaches and known hacker techniques and exploits.
- 10. Identify and perform security analysis of connectivity relationships between the subject US Naval warfare system and the equipment to which it interfaces, both physically and virtually.
- 11. Define an Information Assurance Vulnerability Management (IAVM) Plan.
- 12. Plan, execute and document results of security tests.

## SECURITY SOFTWARE ENGINEER

5 years experience in software engineering applied to program development, modeling and/or simulation applied to DoD or Information Technology systems. Minimum certification as IAT Level II per DoD 8570.01-M; must be obtained within 6 months of hiring. Possesses an understanding of computer security, military system specifications, DoD IA policies and the ability to communicate clearly and succinctly in written and oral presentations. Possesses the ability to:

- 1. Document a system from an IA perspective using Microsoft Office including MS Word, MS Excel, MS Visio and other appropriate tools.
- 2. Debug and reverse engineer software.
- 3. Analyze Windows Events and Linux syslogs, boot logs and dmesg logs
- 4. Program and debug Web 2.0, Java, Perl, Ada, C++, Tool Command Language (tcl/tk) scripts and graphical user interfaces (GUIs) using Microsoft Visual tcl and Rational ClearCase for software configuration management.
- 5. Recommend software modifications to systems to mitigate known vulnerabilities.
- 6. Operate and administrate computer systems running HP-UX, Unix, Solaris, Linux and Microsoft Windows.
- 7. Identify security flaws in compiled and human readable source code.
- 8. Understand code utilizing real-time VxWorks and Lynx OS operating systems, Common Object Resource Broker Architecture (CORBA), firewalls and networking protocols.

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- 9. Understand how to implement NSA approved encryption technologies and devices.
- 10. Apply DISA Security Technical Implementation Guides (STIGs).
- 11. Apply virtual hosting and server technology in system architectures.
- 12. Understand and apply the concept of deceptive technology such as honey pots in system architectures.
- 13. Participate in Code Reviews.
- 14. Perform Static Source Code Analysis.
- 15. Author recommendations for improving software and code design.
- 16. Contribute to a System Security Administrator and Operators Manual (SSAOM)

## H.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS

The contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below by labor category.

## JUNIOR SECURITY SYSTEMS ENGINEER

3 years experience in engineering and securing DoD or Information Technology systems. Certified as IAM Level II or IAT Level II per DoD 8570.01-M; must be obtained within 6 months of hiring. Possesses an understanding of computer security, military system specifications, DoD IA policies, DIACAP, PIT and the ability to communicate clearly and succinctly in written and oral presentations. Shall have an understanding and experience with Cyber Security and IA boundary defense techniques and various IA-enabled appliances. Examples of these appliances and applications are Firewalls, IDS, IPS, Switch/Routers, Cross Domain Solutions (CDS) and Host Based Security Systems (HBSS). The individual should have an understanding of the SETR Process. Possesses the ability to:

- 1. Assist in the authoring of DoD IA Certification and Accreditation artifacts.
- 2. Document a system from an IA perspective using Microsoft Office including MS Word, MS Excel, MS Visio and other appropriate tools.
- 3. Derive, document and/or identify system CONOPS for Mission Assurance Categorization per DoDI 8500.2.
- 4. Research and recommend logical and physical solutions that prevent, detect and correct the system to be certified and accredited.
- 5. Research and apply DISA Security Technical Implementation Guides (STIGs) and NSA recommendations.
- 6. Assist in the identifying disagreements between as built specifications, security requirements and DoD security policies and design implementations to bring the system into compliance.
- 7. Develop, execute and document results of security test procedures.
- 8. Assist in the analysis and testing a designated US Naval warfare system against known vulnerabilities based upon security approaches and known hacker techniques and exploits.
- 9. Assist in the creation and execution of an Information Assurance Vulnerability Management (IAVM) Plan.
- 10. Assist in the preparation and production of a System Security Administrator and Operators Manual (SSAOM).
- 11. Assist in preparations for obtaining Authority To Operate (ATO) and resolve issues in the event

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- a US Naval warfare system is issued an Interim Authority To Operate (IATO).
- 12. In addition, provide technical support in identifying and specifying requirements and performing risk assessments.

#### SECURITY NETWORK ENGINEER

3 years experience in network engineering applied to program development, modeling and/or simulation applied to DOD or Information Technology systems. Minimum certification as IAT Level II per DoD 8570.01-M; must be obtained within 6 months of hiring. Possesses an understanding of computer security, military system specifications, DOD IA policies and the ability to communicate clearly and succinctly in written and oral presentations. Possesses the ability to:

- 1. Apply the TCP/IP protocols including multicast, UDP and TCP.
- 2. Implement a Demilitarized Zone (DMZ).
- 3. Apply and configure firewalls and switches to system architectures to define and protect enclaves.
- 4. Analyze Windows Events and Linux syslogs, boot logs and dmesg logs
- 5. Recommend network modifications to systems to mitigate known vulnerabilities.
- 6. Operate and administrate computer systems running HP-UX, Unix, Solaris, Linux and Microsoft Windows.
- 7. Understand how to implement NSA approved encryption technologies, Virtual Private Networks (VPNs) and resolve Cross Domain issues.
- 8. Apply DISA Security Technical Implementation Guides (STIGs).
- 9. Apply virtual hosting and server technology in system architectures
- 10. Understand and apply the concept of deceptive technology such as honeypots in system architectures.
- 11. Participate in Design Reviews.
- 12. Author recommendations for improving network and code design.
- 13. Contribute to a System Security Administrator and Operators Manual (SSAOM).

## TECHNICAL WRITER/EDITOR

5 years experience in technical writing and authoring presentations. Possesses the ability to communicate clearly and succinctly in written and oral presentations. Possesses the ability to:

- 1. Author and edit documents in Microsoft Word including the ability to format and number paragraphs, insert figures, insert captions, generate Tables of Contents and generate Tables of Figures.
- 2. Contribute to the SSAOM as a proofreader and an editor.
- 3. Contribute to the authoring of IA artifacts.
- 4. Author presentations in Microsoft Power Point including the ability to design content including clip art; format images, tables, outlines, styles, themes; embed objects including video and spreadsheets; and animate presentation graphics.
- 5. Knowledge Engineering to make complex concepts understandable.

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# H.4 252,239-7001 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, 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.

#### H.5 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.6 Ddl-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 simultaneously to the Contract Specialist, COR, and the ACOR. 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 <a href="mailto:before">before</a> an individual may begin charging to the Task Order.

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- (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 subcontractor), 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 subcontractor), the fully burdened hourly rate that will be invoiced under the 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.7 RESUME FORMAT AND CONTENT REQUIREMENTS

RESUME FORMAT AND CONTENT: In order to facilitate evaluation, all resumes shall contain the following minimum information :

- Complete Name
- Task Order Labor Category
- Percentage of time to be allocated to this effort
- Current level of security clearance level per JPAS (identify if interim or final)
- Current work location and 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 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 offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired 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.

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- (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) Gaps in experience shall be avoided.
- (h) The cut-off date for any experience claimed shall be the closing date of the solicitation.
- (i) 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.

(j) 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 N00024-13-R-3013 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.

(k) If the employee is not a current employee of the offeror (or a proposed subcontractor), a

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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.

## H.8 NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may be subject to written technical instructions issued via Task Order modification after the instruction has been signed by the Contracting Officer, COR and Contractor. 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 PWS.
- (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 order. Technical instructions may not be used to: (1) assign additional work under the order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the order.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order 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 order.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

## **Additional Information Relating to the Issuance of Technical Instructions:**

Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement of Receipt by the Contractor, the TI will be incorporated into the task order by administrative modification.

## H.9 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:



CLIN	Total CPFF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded
				1	

H.10 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract 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:

CLIN	Cost	Est Fee	CPFF	Est POP

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- (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 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) 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.11 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (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 task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors 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.

Period	Total Labor Hours	Compensated	Uncompensated	

(b) Of the total man-hours of direct labor set forth above.

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.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in <u>direct</u> 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

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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

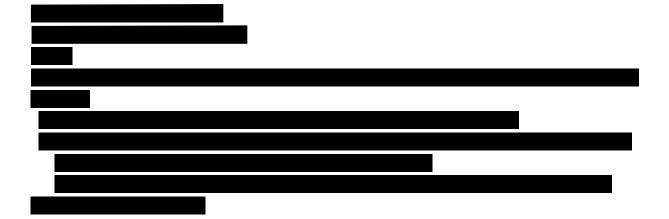
  . It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) 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 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.12 SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.



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# SECTION I CONTRACT CLAUSES

## **CLAUSES INCORPORATED BY REFERENCE:**

52.227-11	Patent Rights Ownership by the Contractor	(Dec 2007)		
252.227-7039	PatentsReporting of Subject Inventions	(Apr 1990)		
252.204-7000	Disclosure of Information	(Dec 1991)		
252.209-7997	Representation by Corporations Regarding an Unj	paid Delinquent Tax		
Liability or a Felony Conviction under any Federal Law—DoD Appropriations <u>Peviation</u>				
<u>2013-O0006</u> )(Jan 2013)				

All clauses incorporated by reference in the Contractor's MAC apply to this Task Order, as applicable.

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 must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontractor) additions after Task Order award must be approved by the Task Order Contracting Officer pursuant to "Consent to Subcontract" in Section G.

#### **CLAUSES INCORPORATED BY FULL TEXT:**

# I.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(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.

Items	Latest Option Exercise Date			
4050, 6050,	Within first 12 months of Took Order performance			
7000, 9000	Within first 12 months of Task Order performance			
7050, 9050	After the first 12 months of Task Order performance and no later than			
7100, 9100	24 months after Task Order performance begins			
7150 0150	After the first 24 months of Task Order performance and no later than			
7150, 9150	36 months after Task Order performance begins			

- (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 three (3) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT ALTERNATE 1" (NAVSEA 5252.216-9122), if

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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 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

- (a) *Definition*. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) Applicability. This clause applies only to—
- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) General.
- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.
- (d) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

#### I.3 52.219-14 LIMITATIONS ON SUBCONTRACTING (Nov 2011)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Applicability. This clause applies only to--
- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
  - (2) Part or parts of a multiple-award contract that have been set aside for small business

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concerns or 8(a) concerns; and

- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
- (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

# I.4 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

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# SECTION J LIST OF ATTACHMENTS

Attachment J.1 DD254, updated in modification 05

Attachemnt J.2 COR Appointment Letter

Exhibit B - DID

Exhibit A DD1423 (CDRLs)

Distribution:

DCMA, Virginia DFAS South Entitlement DM24I-Comptroller

Email:

