

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-10-D-6093		2. DELIVERY ORDER NO. N6523619F3075		3. EFFECTIVE DATE 2019 Sep 30		4. PURCH REQUEST NO. 1300756056		5. PRIORITY Unrated		
6. ISSUED BY [REDACTED]		CODE N65236		7. ADMINISTERED BY [REDACTED]		CODE S5111A		8. DELIVERY FOB DEST NATION		
						SCD: C		OTHER		
								(See Schedule if other)		
9. CONTRACTOR Informatics Applications Group, Inc.,dba TIAG The One Fountain Square - 11911 Freedom Drive, Ste 1180 RESTON VA 20190		CODE 3CSK4		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
								X SMALL		
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL DISADVANTAGED		
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		X WOMEN-OWNED		
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY [REDACTED]		CODE HQ0338		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>		
16. TYPE OF ORDER										
DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
PURCHASE				Reference your _____ furnish the following on terms specified herein.						
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
Informatics Applications Group, Inc.,dba TIAG The					marymorris Director of Proposals					
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNT NG AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL		[REDACTED]	
				BY: /s/Christopher M Brown			26. DIFFERENCES			
							09/30/2019		CONTRACT NG/ORDER NG OFFICER	
27a. QUANTITY IN COLUMN 20 HAS BEEN										
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:						
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE				g. E-MAIL ADDRESS		FINAL				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT				34. CHECK NUMBER		
				COMPLETE						
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		35. BILL OF LADING NO.			
					FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

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## GENERAL INFORMATION

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 1, Base Year (Fund Type - TBD)  Option	1.0	LO	██████████	██████████	██████████
7001	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 2 (Marine Corps WCF), Base Year (WCF)  Option	1.0	LO	██████████	██████████	██████████
7002	R425	Cyber Security Support Services IAW PWS para. 3.1, 3.2, Funding Source 3 (OMN), Base Year (O&MN,N)	1.0	LO	██████████	██████████	██████████
700201	R425	PR: 1300756056-0001 EXP: 9/30/2019 NWA: 100001513106 0080 (O&MN,N)					
7003	R425	Cyber Security Support Services IAW PWS para. 3.3.1.1-3.3.8.2, 3.3.9.1-3.3.18, Funding Source 4 (DLA WCF), Base Year (WCF)  Option	1.0	LO	██████████	██████████	██████████
7004	R425	Cyber Security Support Services IAW PWS para. 3.3.1-3.3.16, 3.4, Funding Source 5 (NIPO FMS), Base Year (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
700401	R425	PR: 1300756056-0001 EXP: 9/30/2019 NWA: N6002619RCFS009 (Fund Type - OTHER)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7005		Not Separately Priced CDRLS IAW CLIN 7000-7004	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 1 (NWCF), Option Year 1 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7101	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 2 (Marine Corps WCF), Option Year 1 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7102	R425	Cyber Security Support Services IAW PWS para. 3.1, 3.2, Funding Source 3 (OMN), Option Year 1 (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7103	R425	Cyber Security Support Services IAW PWS para. 3.3.1.1-3.3.8.2, 3.3.9.1-3.3.18, Funding Source 4 (DLA WCF), Option Year 1 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7104	R425	Cyber Security and Support Services IAW PWS para. 3.3.1-3.3.16, 3.4, Funding Source 5 (NIPO FMS), Option Year 1 (Fund Type - OTHER)  Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7105		Not Separately Priced CDRLS IAW CLIN 7100-7104	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 1 (NWCF), Option Year 2 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7201	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 2 (Marine Corps WCF), Option Year 2 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7202	R425	Cyber Security Support Services IAW PWS para. 3.1, 3.2, Funding Source 3 (OMN), Option Year 2	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(O&MN,N)					
		Option					
7203	R425	Cyber Security Support Services IAW PWS para. 3.3.1.1-3.3.8.2, 3.3.9.1-3.3.18, Funding Source 4 (DLA WCF), Option Year 2 (WCF)	1.0	LO	██████████	██████████	██████████
		Option					
7204	R425	Cyber Security Support Services IAW PWS para. 3.3.1-3.3.16, 3.4, Funding Source 5 (NIPO FMS), Option Year 2 (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7205		Not Separately Priced CDRLs IAW CLIN 7200-7204	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 1 (NWCF), Option Year 3 (WCF)	1.0	LO	██████████	██████████	██████████
		Option					
7301	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 2 (Marine Corps WCF), Option Year 3 (WCF)	1.0	LO	██████████	██████████	██████████
		Option					
7302	R425	Cyber Security Support Services IAW PWS para. 3.1,3.2, Funding Source 3 (OMN), Option Year 3 (O&MN,N)	1.0	LO	██████████	██████████	██████████
		Option					
7303	R425	Cyber Security Support Services IAW PWS para. 3.3.1.1-3.3.8.2, 3.3.9.1-3.3.18, Funding Source 4 (DLA WCF), Option Year 3 (WCF)	1.0	LO	██████████	██████████	██████████
		Option					
7304	R425	Cyber Security Support Services IAW PWS para. 3.3.1-3.3.16, 3.4, Funding Source 5 (NIPO FMS), Option Year 3 (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7305		Not Separately Priced CDRLs IAW CLIN 7300-7304	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 1 (NWCF), Option Year 4 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7401	R425	Cyber Security Support Services IAW PWS para. 3.3, Funding Source 2 (Marine Corps WCF), Option Year 4 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7402	R425	Cyber Security Support Services IAW PWS para. 3.1, 3.2, Funding Source 3 (OMN), Option Year 4 (O&MN,N)  Option	1.0	LO	██████████	██████████	██████████
7403	R425	Cyber Security Support Services IAW PWS para. 3.3.1.1-3.3.8.2, 3.3.9.1-3.3.18, Funding Source 4 (DLA WCF), Option Year 4 (WCF)  Option	1.0	LO	██████████	██████████	██████████
7404	R425	Cyber Security Support Services IAW PWS para. 3.3.1-3.3.16, 3.4, Funding Source 5 (NIPO FMS), Option Year 4 (Fund Type - OTHER)  Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7405		Not Separately Priced CDRLs IAW CLIN 7400-7404	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support of CLIN 7000 (Fund Type - TBD)  Option	1.0	LO	██████████
9001	R425	ODC in support of CLIN 7001 (WCF)	1.0	LO	██████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9002	R425	ODC in support of CLIN 7002 (O&MN,N)	1.0	LO	██████████
		Option			
9003	R425	ODC in support of CLIN 7003 (WCF)	1.0	LO	██████████
		Option			
9004	R425	ODC in support of CLIN 7004 (Fund Type - OTHER)	1.0	LO	██████████
		Option			
9100	R425	ODC in support of CLIN 7100 (WCF)	1.0	LO	██████████
		Option			
9101	R425	ODC in support of CLIN 7101 (WCF)	1.0	LO	██████████
		Option			
9102	R425	ODC in support of CLIN 7102 (O&MN,N)	1.0	LO	██████████
		Option			
9103	R425	ODC in support of CLIN 7103 (WCF)	1.0	LO	██████████
		Option			
9104	R425	ODC in support of CLIN 7104 (Fund Type - OTHER)	1.0	LO	██████████
		Option			
9200	R425	ODC in support of CLIN 7200 (WCF)	1.0	LO	██████████
		Option			
9201	R425	ODC in support of CLIN 7201 (WCF)	1.0	LO	██████████
		Option			
9202	R425	ODC in support of CLIN 7202 (O&MN,N)	1.0	LO	██████████
		Option			
9203	R425	ODC in support of CLIN 7203 (WCF)	1.0	LO	██████████
		Option			
9204	R425	ODC in support of CLIN 7204 (Fund Type - OTHER)	1.0	LO	██████████
		Option			
9300	R425	ODC in support of CLIN 7300 (WCF)	1.0	LO	██████████
		Option			
9301	R425	ODC in support of CLIN 7301 (WCF)	1.0	LO	██████████
		Option			
9302	R425	ODC in support of CLIN 7302 (O&MN,N)	1.0	LO	██████████
		Option			
9303	R425	ODC in support of CLIN 7303 (WCF)	1.0	LO	██████████
		Option			
9304	R425	ODC in support of CLIN 7304 (Fund Type - OTHER)	1.0	LO	██████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9400	R425	ODC in support of CLIN 7400 (WCF)	1.0	LO	██████████
		Option			
9401	R425	ODC in support of CLIN 7401 (WCF)	1.0	LO	██████████
		Option			
9402	R425	ODC in support of CLIN 7402 (O&MN,N)	1.0	LO	██████████
		Option			
9403	R425	ODC in support of CLIN 7403 (WCF)	1.0	LO	██████████
		Option			
9404	R425	ODC in support of CLIN 7404 (Fund Type - OTHER)	1.0	LO	██████████
		Option			

HQ B-2-0015 PAYMENTS OF FEE(S)(LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this task order 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 task order 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(s) specified below per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this task order. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this task order.

(End of Text)

Year	CLIN	Fixed Fee	Hours	Fee per Direct Labor Hour
Base Year	ALL CLINS	██████████	██████████	██████████



Option Year 1	ALL CLINS	[REDACTED]	[REDACTED]	[REDACTED]
Option Year 2	ALL CLINS	[REDACTED]	[REDACTED]	[REDACTED]
Option Year 3	ALL CLINS	[REDACTED]	[REDACTED]	[REDACTED]
Option Year 4	ALL CLINS	[REDACTED]	[REDACTED]	[REDACTED]

THIS SERVICE TASK ORDER'S PERIOD OF PERFORMANCE WILL CROSS OVER THE FISCAL YEAR IN WHICH FUNDS LEGALLY EXPIRE. THE TASK ORDER'S PERIOD OF PERFORMANCE CANNOT EXTEND BEYOND 1 YEAR AFTER THE AWARD DATE. PUBLIC LAW 10 U.S.C. 2410(A) APPLIES. THE TASK ORDER PERIOD OF PERFORMANCE CANNOT EXTEND PAST SEPTEMBER 29, 2020.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

#### SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this performance-based task order will be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein will be referred to as Performance Work Statement (PWS):

SHORT TITLE: Cybersecurity and Information Technology Support Services

#### 1.0 PURPOSE

##### 1.1 SCOPE

This task order includes a range of cyber security, Information Technology (IT) engineering services support, certification and accreditation (C&A), and cyber operations support including support for life-cycle management policy, guidance, oversight, and direction for fixed and mobile command, control, and communications-computer systems, to include technology insertion, policy development, operation and maintenance engineering support, and C&A implementation, standards provisioning, architectures, integration, operations policy, and procedures for communications and computer systems with specialized technical skills and subject matter expertise.

##### 1.1.1 Multiple Funding

This task order is funded with multiple appropriations as delineated on specified contract line item numbers (CLINs). The applicable PWS task(s) associated with each funding CLIN is outlined in Section B and Section G.

##### 1.2 BACKGROUND

Naval Information Warfare Center Atlantic (NIWC Atlantic) is an Echelon III organization whose mission is to invent, acquire, develop, deliver, and support integrated and interoperable Command, Control, Communications, Computer, Intelligence, Surveillance, and Reconnaissance (C4ISR), Business IT and Space capabilities in the interest of national defense. As an Echelon III command under NIWC Atlantic, NIWC Atlantic supports the command mission by providing support capabilities for DoD, Joint, Coalition, and other Federal Government agencies. The focus of the work to be performed under this task order is on cyber security, information system development, deployment and integration.

NIWC Atlantic Cyber Security, Information System (IS) engineering, deployment and integration encompasses scientific and engineering activities that support, protect, and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes technical leadership by consistently delivering technologically superior Enterprise-wide Cybersecurity, Cyber Defense, and Cyber Security Systems engineering capabilities, systems engineering services and the life cycle support to the warfighter, DoD, joint and federal customers through use of highly qualified and certified personnel who will ensure our customers receive the most professional, compliant, efficient, and cost effective products and services available. NIWC Atlantic educates, recruits, trains, develops, mentors, and retains a highly-qualified cybersecurity workforce to meet current and emerging Navy, Joint, and National operational capabilities, and IA needs and requirements.

A Federal IT system is defined as, "other than a national security system, operated by, for, or on behalf of the DoD including information technology systems used to deliver total asset visibility of data, support decision making, and execute business activities such as Financial Management and Records Management." Federal IT systems leverage the principles of Knowledge Management and Enterprise Services.

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## 2.0 PLACE(S) OF PERFORMANCE

The contractor shall provide support at the following location:

- a. Charleston, SC
- b. Norfolk, Virginia
- c.. Washington, DC

## 2.1 GOVERNMENT FACILITIES

Government facilities (i.e., office space or lab space) are provided to those labor categories that would otherwise adversely affect the work performance if they were not available on Government site. Contractor personnel with supplied Government facilities shall be located at Norfolk, Virginia and Washington Navy Yard.

### 2.1.1 Training Requirements

Contractor personnel working full-time or partially at a Government facility shall complete all applicable mandatory training requirements as specified under Security Training, PWS Para 8.0.

## 2.2 CONTRACTOR FACILITIES

The contractor shall have its facility location anywhere as long as the location does not present a hardship to complete work required on task. The contractor shall have real-time communication between the contractor personnel supporting the efforts and government personnel available at time of award.

## 3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required non-personal services tasks that will be required throughout the task order. The contractor shall provide necessary resources with knowledge and experience as cited in the personal qualification clause to support the listed tasks. Contractors shall perform requirements in accordance with Federal Acquisition Regulation (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) which does not include performance of inherently Governmental functions. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

The contractor shall have demonstrated experience and working knowledge of DoD/DoN systems acquisition and engineering as it pertains to Federal IT systems and ashore facility Control Systems (FRCS), to include Supervisory Control and Data Acquisition (SCADA) systems; Distributed Control Systems (DCS); Building Control Systems (BCS,) Direct Digital Control (DDC), Programmable Logic Controllers (PLC) and other control systems; Advanced Metering Infrastructure (AMI); Corrective Maintenance and Logistics System (CMLS); Control Systems Platform Enclave (CSPE), Navy Utility Monitoring Control System (NUMCS), Facility Engineering Command (FEC) installation; Logistics and Engineering Support (LES); Operations and Maintenance Engineering Support (OMES); Host Based Security Systems (HBSS); Assured Compliance Assessment Solution (ACAS); Risk Management Framework (RMF); and Vulnerability Remediation Asset Manager (VRAM). The contractor shall provide necessary resources and knowledge to satisfactorily perform work within the parameters defined in the PWS. The work contemplated supplements the capacity of the NIWC technical activities. Variations in customer requirements, application software system size and complexity, and other considerations affect tasking under the resulting task order.

### 3.1 Cybersecurity Engineering Support

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The contractor shall provide lifecycle systems cybersecurity support as specifically described throughout section 3.1

### 3.1.1 Engineering and System Design Performance

- a. Cybersecurity Technical Authority Standards (CSTA) (Cyber security requirements)
  - i. The contractor shall incorporate the appropriate (based on the approved system categorization) CSTA Standards during all phases of the system design. This shall apply to all DoD systems and include GOTS/COTS products, configuration and newly designed system architectures.
  - ii. If the contractor cannot address a specific CSTA Standard, it shall be documented with an in-depth justification and mitigation strategy and provided to the project Manager and Information Security System Manager (ISSM) for review and approval prior to proceeding further with the system design.
- b. Defense-in-Depth Functional Implementation Architecture (DFIA)
  - i. The contractor shall incorporate the four approved DFIA elements in their system design and ensure that it is clearly and accurately reflected in the system's accreditation boundary.
  - ii. The contractor shall reduce the overall footprint and complexity of the system by limiting enclave system elements and utilizing elements at the platform level, where possible.
  - iii. The contractor shall implement physical and logical separation, where possible.
  - iv. The contractor shall build and provide to the government diagrams to support the RMF process such as System Architecture, Security Boundary and Information Flow diagrams IAW US Navy Authorizing Official standards.
- c. DoD Approved Infrastructure, Hardware and Software
  - i. The contractor shall ensure that all cloud services, hardware and software products recommended and/or procured for the system are approved through the appropriate authority (FEDRAMP, DADMS, DODIN APL, NIAP Validated Products list, etc.) and that the product(s) chosen are based on the appropriate Evaluated Assurance Level (EAL) for the network involved and utilized in accordance with latest Defense Information Systems Agency (DISA) policy at time of order. The contractor shall provide all product information to the government for review and approval.
  - ii. The contractor shall ensure the correct model/version of all products are utilized, as approved. If a newer version is desired to be used and not yet approved, it shall be incumbent upon the contractor to secure appropriate approvals through the appropriate authority. If an older approved model/version is desired to be used, a substantial justification should be provided with a plan to move to the newer approved model/ version and provided to the PM and ISSM for review and approval prior to proceeding further with the system design.
  - iii. If there is no approved model/version, it shall be incumbent upon the contractor to secure appropriate approvals through the appropriate authority or provide the PM and ISSM with a substantial justification for a need and provide any information needed to secure a waiver from the Authorizing Official (AO) prior to proceeding further with the system design.
  - iv. The contractor shall provide the PM and ISSM with copies of all hardware and software manufacturer documentation and all licenses and/or agreements.
  - v. The contractor shall provide the PM and ISSM with copies of all equipment service agreements.
  - vi. The contractor shall engineer the implementation strategy with communications approved by the DOD Cyber Security standards for "Data in Transit" in accordance with FIPS 140-2 approved encryption protocol.
- d. End-of-Life/End-of-Service/End-of-License

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- i. The contractor shall provide due diligence and check manufacturer websites and documentation to ensure that hardware and software utilized on the system is not going to reach end-of-life/end-of-service/end-of-license before the end of the anticipated Authority to Operate (ATO) expiration date.
  - ii. If the contractor finds that there shall be an end-of-life/end-of-service/end-of-license expiration prior to the anticipated ATO expiration date, then they shall provide a sustainment contract specific to the version being used to extend to a minimum of 3 years or a mitigation strategy, schedule and impact (to the ATO) statement to the ISSM and PM prior to proceeding further with the system design.
- e. Manufacturer Equipment and Application Configuration and Installation
- i. The contractor shall work with the cybersecurity engineering team to ensure that the appropriate security controls are being implemented on the system hardware and software throughout the configuration and installation process.
  - ii. The contractor shall not present a system with manufacturer or application default settings for cybersecurity testing.
- f. Cybersecurity Test Events
- i. Assessment and Authorization (A&A)
 

Assessment and Authorization (A&A) events shall be conducted to ensure that both the CSTA Standards (Cyber security requirements), the approved NIST SP 800-53 security controls and applicable DoD STIGs for the system are being adhered to and have been met.

    1. The contractor shall ensure that the development system is presented for A&A security testing at various points throughout the system development life cycle (SDLC). Ideally, the system shall be presented after all major application installations and/or major functional changes. The system shall be tested at least twice prior to the FINAL ATO test event.
    2. The contractor shall ensure that the system is presented as it is to be used in the production/go live environment for A&A security testing for the FINAL ATO package and document submission.
    3. The contractor shall be provided with the results of the A&A test events in a Security Assessment Report (SAR) and shall apply patches or configuration changes to the system IAW the latest applicable Security Technical Implementation Guidelines (STIGS), Security Content Automation Protocol (SCAP), and ACAS Plugin(s).
    4. The contractor shall mitigate/close any/all vulnerabilities, and perform regression testing to ensure system is functionally acceptable.
  - ii. Cybersecurity Test & Evaluation (CS T&E)
 

Cybersecurity Test & Evaluation (CS T&E) events shall be conducted to ensure that the system, as designed, does not present an unnecessary risk to other systems and/or networks or is vulnerable to attack itself from adversaries. The CS T&E events will be both cooperative and adversarial.

    1. The contractor shall ensure that CS T&E is performed in accordance with the DoD Cybersecurity Test & Evaluation Guidebook throughout the SDLC and in conjunction with the acquisition life cycle of the system.
    2. The contractor shall ensure the CS T&E team is provided all necessary artifacts on the system and provided with an understanding of the environment in which the system will operate and the known threats to the system and/or environment.
    3. The contractor shall be provided with the CS T&E outcomes and shall apply patches or configuration changes to the system as directed in the Pen Test Report.
    4. The contractor shall mitigate/close any/all vulnerabilities, and perform regression testing to ensure system is functionally acceptable.

### 3.1.2 Cybersecurity Performance

The contractor shall ensure any equipment/system installed or integrated into Navy platform will meet the cybersecurity requirements as specified under DoDI 8510.01 at the Enterprise and System levels. Enterprise level is

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defined as a minimum of 50 separately ATO'd computer systems under the purview of one Program Management Office. System Level is defined as an individual computer system.

Cybersecurity (also known as Information Assurance (IA)) includes tasks in which the contractor shall protect and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

### 3.1.3 DoD Cybersecurity Policy and Guidance

3.1.3.1 The contractor shall read and become familiar with all applicable DoD RMF and Cybersecurity policy and guidance.

3.1.3.2 The contractor shall maintain familiarity with all updates and changes to such policy and guidance and apply the latest policy and guidance to the system at all times.

### 3.1.4 Meetings and Conference Calls

3.1.4.1 The contract shall provide qualified representation for all meetings and conference calls deemed necessary by the PM and/or ISSM such that the representatives can talk to the discussion comprehensively and professionally.

### 3.1.5 Travel and Site Visits

3.1.5.1 The contract shall provide qualified representation for travel and site visits deemed necessary by the PM and/or ISSM such that information gathering and exchange is necessary and beneficial to execute all Cybersecurity and/or ATO requirements.

3.1.5.2 The contractor shall reference the site locations listed elsewhere within this Performance Work Statement as the travel that could be required to be executed.

### 3.1.6 File Naming Convention

3.1.6.1 The contractor shall use the ISSM approved file naming convention, however, the following is the minimum required: MMDYYEAR\_EMASS#\_SYSTEM NAME\_STIG-ACAS-SCAP FILE USED\_VERSON OF FILE USED\_INITIALS

### 3.1.7 eMASS Database and Lab Access

3.1.7.1 The contractor shall complete all necessary documentation to ensure that they obtain eMASS access, as their role requires or the project ISSM designates.

3.1.7.2 The contractor shall complete all necessary documentation to ensure that they obtain access to any Lab necessary to conduct daily Cybersecurity tasking(s).

### 3.1.8 Risk Management Framework (RMF) Artifacts, eMASS and VRAM Entries

The contractor shall ensure that the artifacts, eMASS and VRAM entries are executed in accordance with DoD 8510.01 RMF steps for the system development life cycle

3.1.8.1 The contractor shall ensure that all required artifacts for purposes of an ATO are drafted, accurate and complete.

3.1.8.2 The contractor shall provide the ISSM with updated artifacts after changes are made to the system

3.1.8.3 The contractor shall provide finalized artifacts to the project ISSM for final review and approval prior to eMASS and VRAM entry.

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3.1.8.4 The contractor shall ensure that all required manual entries into the eMASS and VRAM database for the purposes of an ATO are complete and made promptly so as not to delay the approval process.

3.1.8.5 The contractor shall enter ISSM approved artifacts into eMASS and VRAM for approval promptly so as not to delay the approval process.

### 3.1.9 CYBERSAFE

3.1.9.1 The contractor shall ensure that all necessary artifacts for the purposes of a CYBERSAFE rating are drafted, accurate and complete and provided to the project PM and ISSM for review and approval prior to submission and approval through the CYBERSAFE chain.

3.1.9.2 The contractor shall enter PM and ISSM approved artifacts into the appropriate CYBERSAFE database or through any other designated submission process for approval promptly and so as not to delay the approval process.

### 3.1.10 Assessment and Authorization (A&A)

#### 3.1.10.1 NIST 800-53 Security Controls

3.1.10.1.1 The contractor shall conduct all Cybersecurity testing using the RMF Step 1 approved security controls.

3.1.10.1.2 Approved security controls can include baseline controls, overlay controls sets, and additional controls as deemed necessary by the approving authority.

3.1.10.1.3 The contractor shall ensure that the A&A security test events are planned at significant points (after major OS installation/functional changes, at production baseline, etc.), include a Security Assessment Plan (SAP) and all necessary testing tools (minimum listed below) are utilized based on DoD policy and guidance as it applies to the system architecture, hardware, software and production environment.

3.1.10.1.4 The SAP shall include a table listing all automated tools and STIGs to be used, along with their version numbers and dates.

3.1.10.1.5 The contractor shall maintain a database of all versions of automated tools and STIGs used for all test events such that a complete audit by the ISSM of raw results for any particular test event can be conducted.

3.1.10.1.6 The Government will audit/witness all automated scans and manual checks.

### 3.1.11 Assured Compliance Assessment Solution (ACAS)

3.1.11.1 The contractor shall maintain a DoD Assured Compliance Assessment Solution (ACAS) Scanner in accordance with current DISA ACAS guidelines.

3.1.11.2 The contractor shall use the latest available version of the ACAS software and Plug-ins at all times throughout the system SDLC when testing.

3.1.11.3 The contractor shall be required to obtain ACAS training, if necessary.

3.1.11.4 The contractor shall conduct credentialed and non-credentialed ACAS scans.

3.1.11.5 The contractor shall conduct weekly ACAS scans and produce a Vulnerator report for review by the ISSM.

3.1.11.6 The contractor shall use the ISSM approved naming convention for all ACAS scan result output files.

3.1.11.7 The contractor shall provide the project ISSM with the raw test result output files and post them to an appropriate project database.

3.1.11.8 The contractor shall document validity of each vulnerability (COMPLIANT (C), NON-COMPLIANT (NC), OR NOT APPLICABLE (NA), including FALSE POSITIVES), the

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mechanism to resolve (patch, configuration, policy), and the timeframe expected to achieve resolution after each test event in an ISSM approved reporting format. The report shall be submitted to the ISSM for review and submission to the PM and Engineering team for fixes and mitigation.

### 3.1.12 Security Content Automation Protocol (SCAP)

- 3.1.12.1 The contractor shall have the capability and experience to obtain and execute testing with the SCAP software.
- 3.1.12.2 The contractor shall use the latest available version of the SCAP software at all times through the system SDLC when testing.
- 3.1.12.3 The contractor shall conduct SCAP scans as an Administrator.
- 3.1.12.4 The contractor shall be required to obtain SCAP training, if necessary.
- 3.1.12.5 The contractor shall conduct major change and A&A security test event SCAP scans and produce a Vulnerator report for review by the ISSM.
- 3.1.12.6 The contractor shall use the ISSM approved naming convention for all ACAS scan result output files.
- 3.1.12.7 The contractor shall provide the project ISSM with the raw test result output files and post them to an appropriate project database.
- 3.1.12.8 The contractor shall document validity of each vulnerability (COMPLIANT (C), NON-COMPLIANT (NC), OR NOT APPLICABLE (NA), including FALSE POSITIVES), the mechanism to resolve (patch, configuration, policy), and the timeframe expected to achieve resolution after each test event in an ISSM approved reporting format. The report shall be submitted to the ISSM for review and submission to the PM and Engineering team for fixes and mitigation.

### 3.1.13 Security Technical Implementation Guides (STIGs) and STIG Viewer

- 3.1.13.1 The contractor shall have the capability and experience to obtain and execute all system applicable DISA STIGs Checklists using DISA STIG Viewer software.
- 3.1.13.2 The contractor shall use the latest available version of the DISA STIG Checklists and DISA STIG Viewer software at all times through the system SDLC when testing.
- 3.1.13.3 Due to the dynamic nature of the DISA STIG Checklists and STIG Viewer, the contractor shall update these files on a weekly basis prior to conducting testing. Any STIG Checklists that have been updated since the previous test event shall be reviewed against that test event for changes and those changes shall be tested.
- 3.1.13.4 The contractor shall be required to obtain STIG checklists and STIG Viewer training, if necessary.
- 3.1.13.5 The contractor shall use the STIG Viewer to import all system applicable ACAS and SCAP automated scans and all system applicable STIG Checklists. Once all automated scans are imported, the contractor shall review all NON-COMPLIANT and NOT REVIEWED security checks and shall document the validity of each vulnerability (COMPLIANT (C), NON-COMPLIANT (NC), NOT APPLICABLE (NA), or FALSE POSITIVE), the mechanism to resolve (patch, configuration, policy), and the timeframe expected to achieve resolution after each test event in an ISSM approved reporting format.
- 3.1.13.6 The contractor shall use the ISSM approved naming convention for all STIG Checklist and STIG Viewer scan result output files.
- 3.1.13.7 The contractor shall provide the project ISSM with the raw test result output files and post them to an appropriate project database.
- 3.1.13.8 The contractor shall document validity of each vulnerability (COMPLIANT (C), NON-COMPLIANT (NC), OR NOT APPLICABLE (NA), including FALSE POSITIVES), the mechanism to resolve (patch, configuration, policy), and the timeframe expected to achieve



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resolution after each test event in an ISSM approved reporting format. The report shall be submitted to the ISSM for review and submission to the PM and Engineering team for fixes and mitigation.

### 3.1.14 Manual Security Testing

- 3.1.14.1 The contractor shall login as a user/administrator to execute manual STIG Checklists.
- 3.1.14.2 The contractor shall use system appropriate software (Powershell, Dumpsec, Registry Editor, MMC Console with snap-ins (Certificates, Component Services, Event Viewer, Group Policy Object Editor, Local Users and Groups, Security Configuration and Analysis with the latest OS STIG, Services and Shared Folders), etc.) to enable all manual checks are completed.
- 3.1.14.3 The contractor shall conduct manual scans during major change and A&A security test events in conjunction with automated ACAS and SCAP scans and produce a comprehensive Vulnerator report for review by the ISSM.
- 3.1.14.4 The contractor shall use the ISSM approved naming convention for all manual test result output files.
- 3.1.14.5 The contractor shall provide the project ISSM with the raw test result output files and post them to an appropriate project database.
- 3.1.14.6 The contractor shall use the STIG Viewer to import all system applicable ACAS and SCAP automated scans and all system applicable STIG Checklists. Once all automated scans are imported, the contractor shall review all NON-COMPLIANT and NOT REVIEWED security checks and shall document the validity of each vulnerability (COMPLIANT (C), NON-COMPLIANT (NC), NOT APPLICABLE (NA), or FALSE POSITIVE), the mechanism to resolve (patch, configuration, policy), and the timeframe expected to achieve resolution after each test event in an ISSM approved reporting format.
- 3.1.14.7 The report shall be submitted to the ISSM for review and submission to the PM and Engineering team for fixes and mitigation.

### 3.1.15 Automated and Manual Test Results

- 3.1.15.1 The contractor shall be able to obtain and effectively use the Software Forge Vulnerator tool to compile all system ACAS and SCAP automated scans and STIG manual checks into one raw results report.
- 3.1.15.2 The contractor shall provide the compiled Vulnerator report to the ISSM for review prior to fix/remediation.
- 3.1.15.3 The contractor shall be required to obtain Vulnerator training, if necessary.
- 3.1.15.4 The contractor shall use the Vulnerator Report to validate the approved CNSS 1253 Security Controls Assessment Procedures Report and document validity of each vulnerability (COMPLIANT (C), NON-COMPLIANT (NC), OR NOT APPLICABLE (NA), including FALSE POSITIVES), the mechanism to resolve (patch, configuration, policy), and the timeframe expected to achieve resolution after each test event in an ISSM approved reporting format.
- 3.1.15.5 The contract shall conduct automated testing with using the following software, at a minimum:
  - i. ACAS/NESSUS Scans
  - ii. SCAP

### 3.1.16 Remediation Actions

- 3.1.16.1 The contractor shall provide clarification to the engineering team to help conduct fix/remediation actions on security controls based on the findings and recommendations in the SAR.

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3.1.16.2 The contractor shall perform follow-up security testing such that fixed/remediated security controls can be reassessed and results documented.

### 3.1.17 Security Assessment Report (SAR)

3.1.17.1 The contractor shall draft a SAR that provides the results of the assessment of all of the applicable security controls. The SAR shall detail the status of each security control (Closed, Open, Not Applicable, or False Positive) and list recommended corrective actions for any deficiencies identified.

3.1.17.2 The contractor shall submit the drafted SAR to the ISSM for review prior to working through fixes/remediations with the engineering team.

### 3.1.18 Plan of Action and Milestones (POA&Ms)

3.1.18.1 The contractor shall draft a POA&M report in a timely manner so as not to delay progress in obtaining the ATO decision and provide it to the PM and ISSM for review after each test event.

3.1.18.2 The contractor shall submit the drafted POA&Ms to the ISSM for review prior to working through fixes/remediation's with the engineering team.

### 3.1.19 Red Team Penetration Testing

3.1.19.1 Should the system require Red Team Penetration Testing, the contractor shall provide all necessary artifacts in a timely manner such that it does not delay the testing.

3.1.19.2 Should the system require Red Team Penetration Testing, the contractor shall work with the Red Team to provide historical data, current data and help translate recommended fixes/remediations to the engineering team.

### 3.1.20 System Level Continuous Monitoring (SLCM)

3.1.20.1 The contractor shall perform necessary tasks for SLCM in accordance with the USN Information Security Continuous Monitoring Program of 21 December 2017 and the NIWC Cybersecurity Technical Authority Developed System Level Continuous Monitoring Baseline within the recommended timeframes.

3.1.20.2 The contractor shall support periodic updates to all technical DOD RMF artifacts and documentation to include but not limited to Cybersecurity scans, Remediation Plan, and RMF Artifact Documents, all Policies and Procedures, associated documentation, and technical solutions as outlined in each applicable security/privacy controls (and associated references) outlined in NIST SP 800-53. The Government will audit/witness the scans and manual checks.

### 3.1.21 Validation Testing and Risk Assessment (RA)

3.1.21.1 The contractor shall provide RMF certified Navy Qualified Validators (NQVs) to perform Validation Security Assessment testing at the enterprise and system level and assess and document risk in accordance with DoD and Navy policies and guidance.

3.1.21.2 The contractor shall be responsible for providing all appropriate artifacts necessary to plan and execute a thorough test of systems, document the system risk and report on the identified risks as necessary.

3.1.21.3 The contractor shall actively work with the designated IPT ISSM to provide final Security Assessment support and guidance throughout the program/system lifecycle.

3.1.21.4 The contractor shall also be responsible for periodic auditing of RMF artifacts to ensure proper adherence to DoD Instruction, Navy requirements, and the NIST Special Publication 800 series standards and industry best practices. Such interaction shall enhance the quality of RMF packages for the purpose of receiving an ATO from the Navy Authorizing

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Official (AO) or Authorizing Official Designated Representative (AODR).

### 3.2 PROGRAM MANAGEMENT

#### 3.2.1 Program Management Support

3.2.1.1 The contractor shall work closely with the government Integrated Product Team (IPT) Lead or sub IPT Lead. The ultimate objective is to ensure the government's requirements are met on schedule and within budget.

3.2.1.2 NIWC Atlantic requires project management in support of the breadth and depth of scope described throughout this PWS. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this PWS. The contractor shall work closely with the Government lead to ensure the Government's requirements are met on schedule and within budget. Tasks shall include delivering weekly and monthly status reports that provide programmatic and financial updates to NIWC Atlantic that include:

- Establishing processes to govern the other tasks in this document, including risk management, schedule management, cost management, and quality management
- Scheduling, coordinating, and hosting a project kick-off meeting (CDRL A011) at the location approved by the Government
- Delivering weekly and monthly status (CDRL A012 and CDRL A013) reports that provide programmatic and financial updates to NIWC Atlantic that include:
  - Status of current and planned tasks and subtasks
  - Base schedule overlaid with actual schedules, for each task
  - Project Organization
  - Project Transition Processes and Schedule
  - Contract Work Breakdown Structure (WBS) (CDRL T005)
  - Overall Organizational Structure
  - Task dependencies and interrelationships
  - Provide Inventory Tracking Report (CDRL T002)
  - Provide Contractor Manpower Quarterly Status Report (CDRL A011)
  - Provide Contract Funds Status Report (CFSR) (CDRL A009)
  - Provide Integrated Program Management Report (CDRL T006)
  - Contractor personnel assignments and duration (Staffing Plan)
  - Updated Deliverable Schedule (based on solution)
  - Contractor travel information
- Preparing and conducting routine project review meetings
- Managing schedules, milestones and cost
- Establishing and implementing risk and issue management process

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- Reviewing schedule, milestones, budget, risks, and deliverable with NIWC Atlantic
- Program and task order specific metrics reporting in various sponsor and task formats as required
- Program and task order specific financial reporting in various sponsor and task formats as required
- Provide status report to the COR on progress/results of IA testing
- Support and provide minutes and status reports for collaborative meetings
- Providing IA oversight, project management, and coordination for task order requirements
- Provide project management, planning, and coordination for task order requirements
- Work with the COR to ensure project management and reporting templates are defined and maintained for all new drafts
- Assist in Navy Marine Corps Intranet (NMCI) Customer Technical Representative (CTR) support to include purchase requests for IT assets.
- Develop reports utilizing applications such as: Microsoft SharePoint, Access, or Excel

The contractor shall provide CIO advisory support. The contractor support services in this area shall include:

- Supporting IT strategy and planning by integrating business and IT processes, allowing for continuous assessment and adjustments in response to new opportunities and changing operational conditions;
- Advising On IT transformation to reshape IT operations and organization to better support the mission;
- Advising on IT strengths and risks across a wide array of IT disciplines;
- Supporting IT value management by formalizing the tools and processes needed to drive greater value from IT portfolio investments

### 3.2.2 Cybersecurity Contracted Personnel

3.2.2.1 The contractor shall attend program progress reviews, design reviews, Configuration Control Boards (CCBs), and any other meetings of interest and importance in this effort. The contractor shall provide administrative support for Program Reviews, Design Reviews, CCBs, briefings, and meetings by preparing draft agendas, minutes, and action item lists. The contractor shall maintain historical records; compile reference and information packages in support of meeting attendees; and support program planning efforts by generating Technical Reports and execution plans.

3.2.2.2 In accordance with DFARS clause 252.239-7001, DoDD 8570.01 and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking requirements as cited in DoD 8570.01-M prior to accessing DoD information systems and throughout the contract period of performance.

Contractors are required to complete DOD Cybersecurity Training. A copy of all certifications and IA training for each contractor shall be submitted to NIWC ATLANTIC for records.

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3.2.2.3 The contractor shall be responsible for tracking and reporting cybersecurity personnel, also known as Cybersecurity Workforce (CSWF). See PWS Para 4.4.4 for CSWF Report (CDRL A003) requirements. Although the minimum frequency of reporting is monthly, the Government can require additional updates at any time.

3.2.2.4 The contractor shall employ a Cybersecurity Workforce with the capability and experience and certifications necessary to perform Cybersecurity testing on the following types of devices and software:

#### Hardware Experience Requirements

- i. Laptops/Desktops
- ii. Physical Servers
- iii. Virtual Servers
- iv. Switches
- v. Routers
- vi. Printers
- vii. Wireless Access Points
- viii. Video Cameras
- ix. Keypads
- x. Window Sensors
- xi. Door Sensors
- xii. HIDS/NIDS
- xiii. Firewalls
- xiv. SANDSs/NAS

#### Software Experience Requirements

- i. SharePoint
- ii. ACAS
- iii. NESSUS
- iv. SCAP
- v. Vulnerator
- vi. STIG Viewer
- vii. Active Directory
- viii. MMC Console
- ix. Registry Editor

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- x. Group Policies
- xi. MS Internet Explorer
- xii. MS Edge
- xiii. MS Windows Firewall
- xiv. MS Windows 10
- xv. MS Windows Server 2012/2016
- xvi. LINUX
- xvii. MS .NET Framework
- xviii. VMware
- xix. vSphere
- xx. Kiwi SysLog
- xxi. Putty
- xxii. Dumpsec
- xxiii. MS SQL Server
- xxiv. HBSS/Antivirus
- xxv. Apache
- xxvi. Lenel
- xxvii. Milestone
- xxviii. Pelcor

### 3.2.3 Task Order Modification

3.2.3.1 Various types of task order administration documents are required throughout the life of the task order. The contractor shall provide the following task order administration documents: monthly Task Order Status Reports (CDRL A004) and a final TO Closeout Report (A005).

### 3.2.4 Task Order Technical Reports

3.2.4.1 Task order technical reports shall be determined during execution of the task order and communicated via the Contracting Officer Representative (COR). Contractor shall create useful documents that can be clearly understood by the intended audience. The contractor shall maintain historical records, compile reference and information packages in support of Program Reviews, Design Reviews, CCBs, interface and design documentation, briefings, and meetings. Ensure documents clarify jargon, use proper grammar, spelling and punctuation. Frequency of report delivery will be determined during the execution of the task order.

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### 3.2.5 Integrated Master Schedule (IMS)

3.2.5.1 The contractor shall develop and maintain an IMS by logically networking detailed program activities when required. The schedule shall contain the planned events and milestones, accomplishments, exit criteria, and activities from task order award to the completion of the task order. The contractor shall quantify risk in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS activity and event.

### 3.2.6 Project Management Plan (PMP)

3.2.6.1 The contractor shall deliver a Project Management Plan as required by the COR. The plan also contains the relevant information defined by IEEE/EIA Std. 12207.1. The PMP defines the technical and managerial processes necessary to satisfy project requirements. It supports the life cycle characteristics from Life Cycle Data objectives as cited in IEEE/EIA Std. 12207.0.

### 3.2.7 Contract Status Report (CDRL A001)

3.2.7.1 The contractor shall provide a monthly report that provides the following information:

(a) Performance

- Contract Number and Title
- Contract Period of performance
- Current Month Reporting period dates
- list all contract Modifications, date of modification, sentence summary for each modification
- List brief summary on contract status – note any basic contract problems, status of previously identified problems from last reporting period; and effort to be completed during next reported period

(b) Schedule

- List total percentage of active tasks on schedule, ahead of schedule, and behind schedule

(c) Financial

- List the contract award amount (Not-to-exceed amount) and any adjustment to that amount by contract modification – identify available NTE

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(d) Business Relations

- List names of all subcontractors approved for use on contract, the effective date of approval, pending approval, and the type business firm (LB, SB/HBCU/MI, 8(a), SDB, HUBZONE, WOSB, VOSB, or SDVOSB)

(e) Staffing Plan/

- List all personnel charging to the contract including subcontractors. Data subsets shall include the following: Employee and Labor, Security clearance if applicable, CAC-NIWC facility Badge if applicable, and Training (Privacy Act, IA, etc.). Identify employees charging to the contract/TO by Name or Employee Code, labor category, proposed and actual burdened labor rate (highlight if actual burdened labor rate exceeds \$200.00/hr). If an employee coding system is utilized, the contractor shall provide by separate encrypted e-mail, an Employee Key List that identifies the Employee by name and by employee code to the COR and KO. Note 1: Due to sensitivity of information between prime and subcontractor, subcontractor's employee names and loaded hourly rates as specified can be e-mailed directly to COR and KO.

3.3 TECHNICAL SUPPORT (Naval Facilities Engineering Command (NAVFAC)/Defense Logistics Agency (DLA)/ Navy International Program Office (NIPO)

3.3.1 Network Systems Security/Computer Network Defense Support

3.3.1.1 The contractor shall ensure that the security design and implementation of federal IT systems and programs are in accordance with the governing DoD and DoN requirements. The contractor shall participate in multi-disciplined engineering teams and provide system and network engineering recommendations for all required engineering disciplines including platform, hardware, software, firmware, and reliability/maintainability. The contractor shall maintain and modernize the infrastructure in order to enhance the ability to perform core missions.

3.3.1.2 The contractor shall provide engineering support for various projects by operating, installing, maintaining, troubleshooting, reporting, and other related duties. The contractor shall support various bases, Network Operations (NETOPS), and tenant units. The contractor shall provide technical support and solutions for various Commands involving operational and maintenance support of network operating systems, servers, and network appliances including, but limited not to, Windows platforms, SharePoint, Microsoft Exchange, Bluecoat proxies, firewalls, Remedy, and related network administration duties. The contractor must have experience providing technical support and solutions specific to plan operational transition of FRCS enclaves.

3.3.2 Systems/Software Engineering

3.3.2.1 The contractor shall provide software engineering support for the analysis, design, development, integration, installation, testing, documentation and life-cycle support of new and upgraded software to support a specific government requirement. The contractor shall utilize certified software and computer personnel. The contractor (prime and/or subcontractor) that is responsible for leading software development efforts shall define a software



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development approach appropriate for the computer software effort to be performed under each task. The contractor shall document the approach in a Software Development Plan (SDP) (CDRL T001). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort. The contractor shall develop one SDP to support the unique task order software requirements. At a minimum, the contractor shall ensure the SDP meets the criteria specified in the CDRL DD1423 using IEEE Std 12207-2017 (or most current) and the PWS tasking.

3.3.2.2 The contractor shall provide systems engineering support of various federal IT systems requirements, programs, and projects. The contractor shall provide engineering expertise to analyze system concept, system design, and interoperability, and provide recommendations for optimization including Service Oriented Architecture (SOA) enterprise system engineering, Agile, Incremental, Iterative, and Waterfall development support. The contractor must have experience with integrating and validating commercial off-the-shelf (COTS)/government off-the-shelf (GOTS) software products, methods, procedures, and decision support tools in order to enable SOA implementation. In addition, the contractor shall have experience in Enterprise Service Bus (ESB), .NET, Java 2 Enterprise Edition (J2EE) setup, configuration, and processes in order to perform system engineering services including requirements engineering, design engineering, technical studies and evaluations, prototype development, application design, configuration, development, engineering and technical documentation, technology refreshment, and technology demonstration and transition. The contractor must have experience in systems engineering specific to the upgrade and transition of facility related control systems (FRCS) enclave and/or FRCS specific components.

### 3.3.3 Integration Services

3.3.3.1 The contractor shall provide system and software integration support for various federal IT systems and programs. The contractor shall assist in the development of integration plans and procedures and shall conduct integration testing in accordance with government approved IEEE/EIA Std. 12207.1. The contractor must have experience in the integration of systems into FRCS or utilities system IT enclaves.

### 3.3.4 Verification and Validation Support

3.3.4.1 The contractor shall provide technical support services to assist in the verification and validation of Federal IT systems and programs developed and/or maintained under this effort. Verification is needed to ensure the product meets specified requirements. Validation support is needed to demonstrate the product fulfills its intended use, in its intended environment. Services may include establishing the test environment, manual testing, automated testing, and defect tracking.

Verification and Validation Support to the following:

- Test Plans
- Test Cases

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- Test Environment
- Peer Reviews (inspections and structured walk-throughs)
- Test Reports
- Defect Documentation

### 3.3.5 Technical/Operational Transition Support

3.3.5.1 The contractor shall provide transition support to various Federal IT support projects, programs, or systems. This support shall include development and/or review of Technical/Analysis Report (CDRL T008) that may include operational plans and procedures, development of contingency plans and procedures, technical conversion of software and data, and development of unique interface requirements. The contractor shall ensure that system requirements are operationally, functionally, and physically consistent with the systems, equipment, software, and facilities with which it interfaces.

### 3.3.6 Cyber Security Support

3.3.6.1 The contractor shall identify, access, analyze, and manage risks as required to assure information is used, processed, stored, and transmitted on systems and with processes necessary to protect the integrity, availability, authenticity, non-repudiation and confidentiality of data. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities. The contractor shall provide STIG verification, DoD Cybersecurity Certification and Accreditation Process (DIACAP) and Risk Management Framework (RMF) support on all applicable federal IT systems and programs scheduled for IA accreditation. The contractor shall provide architecture support through interfacing and coordinating with developers/engineers on secure design and code review, security requirements, SDLC integration, and penetration testing with real-time security feedback.

Conducts research on U.S. Federal Government Cybersecurity instructions, policies, procedures, directives, methodologies, orders, etc. from sources such as the Department of Defense, Department of Navy, National Security Agency, Intelligence Community, National Institute of Standards and Technology (NIST), etc. Participates in the development of Command IA policies, orders, and procedures that ensure compliance with all applicable higher headquarters directives, instructions, etc., as well as recognized standards and best-practices. Develops solutions for access control and information protection where necessary. Develops and manages system security plans (SSPs).

Reports, tracks, and manages IA events and incidents and appropriate response actions. Conducts compliance audits.

Captures and reports compliance metrics and trends. Develops IA awareness products and

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training. Communicates and collaborates with other Government Agencies to ensure alignment of IA approaches. Manages certification and accreditation activities and provides other IA support for command projects. Tracks and manages IA and INFOSEC training requirements and reporting. Continuously assesses the effectiveness of policies, procedures, orders, etc. and provides recommendations for improvement.

### 3.3.7 System/Software Engineering Project Management

3.3.7.1 Manages information technology projects through the full lifecycle from initiation through closure. Conducts project reviews, technical exchange meetings, and other project communications functions to ensure alignment of project activities across various functional areas. Supports users with the development of documents describing capability gaps, identify needs, and describing concepts of operation and employment. Conducts requirements analysis and develops requirements documents that identify operational, functional and performance requirements. Develops and maintains project plans, scope of work documents, integrated project schedules and other project management artifacts. Conducts schedule development activities including identification of dependencies, constraints, critical path, etc. Identifies and manages project risks (technical and programmatic). Provides written and verbal project status updates.

### 3.3.8 Configuration Management (CM) Support

3.3.8.1 The contractor shall provide CM support for all federal IT systems and programs developed or maintained under this effort. This support shall include all activities related to CM planning, baseline management, configuration identification, configuration audits, Functional Area Manager (FAM) approval, Navy Marine Corps Intranet (NMCI) approval, and configuration management records and reports.

3.3.8.2 The contractor shall provide Navy IPO with engineering management and technical support in the life cycle management and centralized planning direction and control of the FMS Admin Case Tracking System (FACTS), user materials, reference/configuration documentation, and user support/training.

- i. Review and assess Engineering Change Proposals (ECP's) and preplanned product improvements in accordance with Capability Maturity Model Integration (CMMI) methodology and principles to determine the impact on the existing system, schedule, cost and performance
- ii. Prepare briefing materials/issue papers/point papers/ ad-hoc reports to support resource management initiatives.
- iii. Provide program analysis and develop evaluation reports to support the Navy programming process
- iv. Analyze program planning documents and processes in reviews and working group meetings to identify and evaluate risks and recommend standardization and management techniques to mitigate risk exposure.
- v. Review, conduct analysis, and provide recommended changes to system developer from both a system functionality and Cybersecurity compliance perspective in accordance with

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DoD/DoN IA policies. Exercise working knowledge of MAC III Sensitive IA Control Sets and Sensitive Commercial Cloud hosting environmental controls to maintain system security compliance.

3.3.8.3 The contractor shall participate in and coordinate with the CCB by making risk acceptance recommendations for proposed software and hosting environment changes. Administer and process all CCB artifacts required in the FACTS configuration Management plan and FACTS Change Control Board Charter.

3.3.8.4 The contractor shall support the change request (CR) process across the enterprise including maintaining the CR library and managing CR reporting requirements. The customer shall also collaborate with Security Cooperation Enterprise System (SCES) Configuration Control Board to resolve CR issues.

3.3.8.5 The contractor shall provide SCES Enterprise Resource Planning (ERP) and data management reporting system (DMRS) support to the EBO including external/internal partner coordination, evaluation of workflow configuration, and support to business analytics and metrics reporting.

### 3.3.9 Enterprise Network and Systems Support Services

3.3.9.1 The contractor shall ensure the security design and implementation of Federal IT systems and programs are in accordance with the governing DoD and DoN requirements. The contractor shall participate in multi-disciplined engineering teams and provide system and network engineering recommendations for all required engineering disciplines including platform, hardware, software, firmware, and reliability/maintainability. The contractor shall maintain and modernize the infrastructure in order to enhance the ability to perform core missions. The contractor must have experience in the designing, maintaining or upgrading facility related control system or utility IT system enclaves.

### 3.3.10 Information Systems Installation Support Services

3.3.10.1 The contractor shall apply engineering, analytical, and technical disciplines and skills to establish and maintain long term engineering, operation, and maintenance support for in-service C5ISR and IT capabilities as well as the capability to modernize or introduce transformational technologies into those capabilities. This includes the installation in accordance with work, and delivery of systems, including the development of installation and integration plans, drawings, technical change documentation and notices and procedures in support of these efforts. Included in this task is site/platform support liaison and help desk support. The contractor shall develop, configure, build, deploy, field, install, assess, and accredit information system solutions that are implementable worldwide and able to scale to secure and support various DoD facilities and platforms. The contractor shall support various Naval and DoD site activities. The contractor shall provide technical support and solutions involving integration and operational and maintenance support of network operating systems, servers, network appliances, and security suites.

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### 3.3.11 Integrated Logistics Support (ILS)

3.3.11.1 The contractor shall apply engineering and analytical disciplines required to implement ILS as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment, and improvement modifications of cost effective C5ISR and IT systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of ILS are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its lifecycle (from program initiation to system retirement), and that the infrastructure elements necessary to the initial fielding, operation and maintenance support of the system are identified and developed and acquired. The contractor shall provide technical manual support; however, the majority of ILS includes supply support and provisioning, maintenance planning, support equipment, technical data, training, facilities, packaging, handling, storage and transportation, manpower, and design interface, computer resources, Production Based Logistics and Supply Chain Management and depot management.

### 3.3.12 Equipment / Material Management

3.3.12.1 Inspect, inventory, and document the transfer or shipment of materials and equipment, Government-Furnished Materials and Equipment (GFM, GFE), required for the installation. Provide invoice support documentation (CDRL A002) to include the inventory tracking report (CDRL T002).

3.3.12.2 Pack all equipment and tools required for installation into the designated container.

### 3.3.13 Pre-Installation/Travel Efforts

3.3.13.1 Develop an understanding of the effort necessary to implement this project in an efficient and effective manner.

3.3.13.2 Develop an understanding of the requirements and constraints associated with implementing this project in accordance with the applicable codes and standards.

3.3.13.3 Sponsor a Pre-Installation and Kick-Off Meeting prior to the installation start, to verify the readiness of the installation team to depart, identify any NIWC requested changes in project scope, and generate the Minutes of Pre-Installation and Kick-Off Meeting, to include action items for resolution prior to travel.

### 3.3.14 On-Site preparatory Efforts

3.3.14.1 The contractor and On Site Government Representative (OSGR) will conduct an on-site review with the site POCs prior to the installation trip to ensure team compliance with

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regulations and procedures.

3.3.14.2 Inventory and stage all available installation materials, tools, safety equipment, and rental equipment, in site designated locations.

3.3.14.3 Inspect the work sites to ascertain if the installation can be accomplished as shown in the Installation Design Plan (IDP). If discrepancies between the conditions depicted in the IDP and actual site conditions are noted, inform the NIWC Atlantic OSGR and the task manager immediately.

### 3.3.15 Installation Efforts

3.3.15.1 The contractor installation team lead shall participate with the OSGR in a review of the installation checklist to capture all actions completed that day and to ensure that these actions were completed in accordance with the Standard Operating Procedure.

3.3.15.2 The contractor installation team lead shall ensure that at the end of the work period designated for that day the installation team shall perform site cleanup and secure tools and materials.

3.3.15.3 Perform and record results of preliminary installation tests during the course of the systems integration.

### 3.3.16 Training

3.3.16.1 Contractor shall provide government with a training document outlining the training approach and meeting the following requirements. Both formal and informal on-the-job training will be provided to the Navy. Contractor shall develop a standard curriculum to train personnel. Training shall include hands-on, practical training. Training shall include rotation of government personnel through so that personnel can gain knowledge transfer. Contractor shall allow government personnel to shadow the technical team in the set-up, configuration and fielding of systems. Formal training shall occur on the operations, maintenance and disaster recovery procedures.

### 3.3.17 Operations and Maintenance Engineering Support (OMES)

The contractor support services in this area shall include:

Key elements being analyzed are manpower, unit operations, maintenance, sustaining support, continuing system improvements and indirect support. Operations and Maintenance Engineering Support (OMES) include engineering / integration support, operational surge staffing, and staff augmentation for deployment sites as those clients work to ramp up their own long-term cyber security workforces.

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### 3.3.18 Baseline and Inventory Assessments

The contractor shall conduct baseline effort on systems in support of ongoing actions to establish their "as-is" and the necessary "to-be" operational configuration. This effort will also provide cyber security to support integration with the control system platform enclaves (CPSE), NUMCS, and Smart Grid technologies. NIWC and sponsor leads will meet with the assessment team to confirm roles and responsibilities during the assessment kickoff. The contractor's baseline effort shall consist of the following sets of activities:

#### Field Activities

- RMF Controls Interview
- Inventory Collection and Verification (Software and Hardware)
- Item-Unique Identification (IUID) Tag placement on assets
- Network Scans (Nmap)
- Run appropriate data collection scripts
- Review applicable STIG
- Perform compliance scans - SCAP
- Vulnerability Scans - ACAS
- Packet Captures
- GRASSMARLIN Analysis
- Verify/update building, data, and network diagrams
- Identify authorized systems users
- Verify Cyber Hygiene of systems
- Create technical POA&M
- In Brief/Out Brief

#### Non-Field Activities

- RMF controls analysis and recommendations
- Hardware & software analysis and recommendations
- PE connection recommendations
- Estimated cost of hardware/software upgrades
- Updated inventory listing
- Final Report

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The contractor shall assist in conducting assessments in a phased approach with the following priority:

- Systems supporting priority buildings
- Systems supporting all other assets of DON infrastructure

For systems that have an existing Authority to Operate (ATO), the contractor shall work to ensure the ATO letter and supporting artifacts for the package exist. Artifacts include:

- Network, boundary, and data flow diagrams
- Ports, protocols, and services
- Existing Memorandum of Understanding (MOU) / Service Level Agreement (SLA)
- System security plan

#### 3.4 Navy International Program Office (NIPO) Enterprise Business Office Support (EBO)

3.4.1.1 The contractor shall support agency program leads in:

- Reviewing, editing, and coordinating EBO documentation and strategic communications for stakeholder engagements. Coordinating meetings across organizational boundaries and planning, organizing, and controlling stakeholder input on enterprise systems matters.
- Monitoring performance against established policies, regulatory guidance, sanctions, waivers to sanctions and other legislation in the areas of Memoranda of Request (MOR), Letters of Request (LOR), Letters of Offer and Acceptance (LOA), the Security Assistance Management Manual (SAMM), Foreign Assistance Act (FAA), and the Arms Export Control Act (AECA).
- Implementing initiatives of the Agency Strategic Plans, FMS and Security Cooperation Reform.
- Input, update and use FMS management programs on both NIPR (unclassified) and SIPR (classified) systems to include the Security Cooperation Management System (SCMS) and the Security Cooperation Information Portal (SCIP).
- Communicating with agency personnel and stakeholders to answer telephonic or electronic inquiries, collect information updates and schedule activities as needed.
- Collecting and organizing data sent by email from customers and stakeholders, or arriving by other means.
- Provide subject matter expertise in support of the Standardized Requirements Determination Group and consolidating community inputs to develop Standardized System Requirement documentation.
- Participating in program reviews in a supporting role, taking/producing minutes and action items.
- Providing research and analysis of data to support the EBO in the Legacy Systems modernization process and the Case Development Modernization process led by the Defense Security Cooperation Agency (DSCA), providing support for research and analysis to prepare and execute program reviews and assessments.



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- Preparing progress reports, PowerPoint briefings, Excel spreadsheets, and Word documents as requested by the supported office to provide status against tasks to include any deviations from the planned schedule.
- Preparing a variety of handout types to include recurring reports, standard templates, and input from other stakeholders.
- Preparing draft letters, meeting minutes and briefing slides for internal and external outreach efforts in forums, working groups, meetings as specified by the Government.
- Performing regular data reviews and updates to ensure information remains accurate, organizing and maintaining data in clear, accurate format for easy access and use.
- Providing coordination of project elements to support the EBO in the Legacy Systems Modernization process and the Case Development Modernization process led by the Defense Security Cooperation Agency (DSCA).

#### **4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS**

##### **4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS**

The contractor shall be responsible for the following:

- 4.1.1 Ensure that no production systems are operational on any research, development, test and evaluation (RDT&E) network.
- 4.1.2 Follow DoDI 8510.01 when deploying, integrating, and implementing IT capabilities.
- 4.1.3 Migrate all Navy Ashore production systems to the Navy, Marine Corps Intranet (NMCI) environment where available.
- 4.1.4 Work with Government personnel to ensure compliance with all current Navy IT & cybersecurity policies, including those pertaining to Cyber Asset Reduction and Security (CARS).
- 4.1.5 Follow SECNAVINST 5239.3B & DoDI 8510.01 prior to integration and implementation of IT solutions or systems.
- 4.1.6 Register any contractor-owned or contractor-maintained IT systems utilized on task order in the Department of Defense IT Portfolio Registry (DITPR)-DON.
- 4.1.7 Ensure all software recommended, procured, and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and pursuant to SPAWARINST 5721.1B.
- 4.1.8 Only perform work specified within the limitations of the basic contract and task order.

##### **4.2 SOFTWARE DEVELOPMENT/MODERNIZATION AND HOSTING**

The contractor shall ensure all programs utilizing this task order for software development/ modernization (DEV/MOD), including the development of IT tools to automate NIWC Atlantic business processes are compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. Contractors shall neither host nor develop IT tools to automate NIWC Atlantic business processes unless specifically tasked within the task order. The contractor shall ensure IT tools developed to automate NIWC Atlantic business processes will be delivered with full documentation (CDRL T003) and source code (CDRL T004) to allow non-proprietary operation and maintenance by any source. The contractor shall ensure all programs are submitted with proof of completed DEV/MOD certification approval from the appropriate authority in accordance

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with DON policy prior to task order award. (DITPR-DON Update) and all programs must be listed on Investment Review Board (IRB) approved list.

#### 4.3 SECURITY IT POSITION CATEGORIES

Pursuant to DoDI 8500.01, DoD 8570.01-M, SECNAVINST 5510.30, SECNAV M-5239.2, and applicable to unclassified DoD information systems, a designator is assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R (and subsequent revisions), SECNAVINST 5510.30 and SECNAV M-5510.30, three basic DoN IT levels/Position categories exist:

- IT-I (Privileged access)
- IT-II (Limited Privileged, sensitive information)
- IT-III (Non-Privileged, no sensitive information)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The contractor PM shall assist the Government Project Manager or Contracting Officer's representative (COR) in determining the appropriate IT Position Category assignment for all contractor personnel. All required Single-Scope Background Investigation (SSBI), SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication will be performed Pursuant to DoDI 8500.01 and SECNAVINST 5510.30. Requests for investigation of contractor personnel for fitness determinations or IT eligibility without classified access are submitted by NIWC Atlantic Security Office, processed by the OPM, and adjudicated by Department of Defense Consolidated Adjudications Facility (DoD CAF). IT Position Categories are determined based on the following criteria:

##### 4.3.1 IT-I Level (Privileged)

Personnel in this position support cybersecurity roles at command enclave infrastructure to include RDT&E, Data Centers and any other network and/or are responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation shall have a favorably adjudicated Tier 5 (T5) investigation (formerly a Single Scope Background Investigation (SSBI) or SSBI-PR). The T5 is updated a minimum of every 5 years. Personnel assigned to designated IT-I positions shall have a U.S. citizenship unless a waiver request is approved by CNO. IT-1 roles include the following:

- Boundary Devices Management (proxies, firewalls, traffic analyzers, VPN Gateways)
- Intrusion Detection/Prevention Systems (IDS/IPS)
- Host Based Security Systems (HBSS)
- Network infrastructure (routers, switches, enterprise wireless)
- Domain and Authentication System Administrators (Active Directory, LDAP, Kerberos, etc.) (enclave wide scope)
- Vulnerability Scanner Operators (Retina, ACAS, HP Web Inspect, etc.)
- Virtualization Technology Administrators that host any of the above (ESX, Solaris Zones, etc.)

##### 4.3.2 IT-II Level (Limited Privileged)

Personnel in this position support the-direction, planning, design, operation, or maintenance of a computer system, have privileged access to assets and systems that are tenants on NIWC Atlantic networks and/or similar system constructs, and has work that is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position shall have a favorably adjudicated Tier 3 (T3) investigation (formerly National Agency Check with Law and Credit (formerly ANACI/NACLC). Personnel assigned to designated IT-II positions shall have a U.S. citizenship unless a waiver request is approved by CNO. Examples of IT-II roles include the following:

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- Webserver Administrators
- Developers
- Testers
- Database Administrators

#### 4.3.3 IT-III Level (Non-privileged)

Personnel in this position support include all other positions (not considered IT-I or IT-II) involved in computer activities. A contractor in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation shall have a favorably adjudicated Tier 1 (T1) investigation National Agency Check with Written Inquiries (formerly NACI).

#### 4.4 CYBERSECURITY SUPPORT

Cybersecurity is defined as prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation. Contractor personnel shall perform tasks to ensure Navy applications, systems, and networks satisfy Federal/DoD/DON/Navy cybersecurity requirements.

##### 4.4.1 Cyber IT and Cybersecurity Personnel

4.4.1.1 The Cyberspace workforce elements addressed include contractors performing functions in designated Cyber IT positions and Cybersecurity positions. In accordance with DFARS Subpart 5239.71, DoDD 8140.01, SECNAVINST 5239.20A, and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking requirements as cited in DoD 8570.01-M and subsequent manual [DoD 8140] when applicable prior to accessing DoD information systems. Proposed contractor Cyber IT and cybersecurity personnel shall be appropriately qualified prior to the start of the task order performance period or before assignment to the task order during the course of the performance period.

4.4.1.2 Contractors that access Navy IT shall also follow guidelines and provisions documented in Navy Telecommunications Directive (NTD 10-11) and are required to complete a System Authorization Access Request (SAAR) – Navy form as documented in Para 8.2.2.4(b).

4.4.1.3 Contractor personnel with privileged access shall acknowledge special responsibilities with a Privileged Access Agreement (PAA) IAW SECNAVINST 5239.20A.

##### 4.4.2 Design, Integration, Configuration or Installation of Hardware and Software

The contractor shall ensure any equipment/system installed or integrated into Navy platform will meet the cybersecurity requirements as specified under DoDI 8500.01. The contractor shall ensure that any design change, integration change, configuration change, or installation of hardware and software is in accordance with established DoD/DON/Navy cyber directives and does not violate the terms and conditions of the accreditation/authorization issued by the appropriate Accreditation/Authorization official. Contractors that access Navy IT are also required to follow the provisions contained in DON CIO Memorandum: Acceptable Use of Department of the Navy Information Technology (IT) dtd 12 Feb 16. Use of blacklisted software is specifically prohibited and only software that is registered in DON Application and Database Management System (DADMS) and is Functional Area Manager (FAM) approved can be used as documented in Para 4.2.2. Procurement and installation of software governed by DON Enterprise License Agreements (ELAs) – Microsoft, Oracle, Cisco, Axway, Symantec, ActivIdentity, VMware, Red Hat, NetApp, and EMC shall be in accordance with DON CIO Policy and DON ELAs awarded.

##### 4.4.3 Cybersecurity Workforce (CSWF) Report

In accordance with DFARS clause 252.239-7001 and DoD 8570.01-M, the contractor shall identify cybersecurity personnel, also known as CSWF and Cyber IT workforce personnel. The contractor shall develop, maintain, and submit a monthly CSWF Report (CDRL A003) identifying CSWF individuals who are IA trained and certified.

Utilizing the format provided in CDRL A003 Attachment 1 of Exhibit A, the prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions. Although the minimum frequency of reporting is monthly, the COR can require additional updates at any time. Contractor shall verify with the COR or other Government representative the proper labor category CSWF designation and certification requirements. The primary point of contact (POC) for all related CSWF questions is the Command CSWF Program Manager (PM) in the office of the NIWC Atlantic Information Systems Security Manager (ISSM).

#### 4.4.4 Cybersecurity Workforce (CSWF) Designation

CSWF contractor personnel shall perform cybersecurity functions. In accordance with DoD 8570.01-M Information Assurance Workforce Improvement Program Manual, the CSWF is comprised of the following categories: IA Technical (IAT) and Information Systems Security Manager (ISSM)); and specialties: Computer Network Defense Service Providers (CND-SPs), Information Security Systems Engineer (ISSE); IA System Architects and Engineers (IASAEs). Based on the IA function provided by the individual, an IA designator is assigned that references an IA category or specialty. The following Labor Categories shall meet the IA Designator, IA Level/Position, and have the estimated Primary/Additional/Embedded hours performing IA duties:

Labor Category	Quantity Personnel	IA Designator	IA Level/Position	IA Duty Hours		
				Primary (≥25 hrs)	Additional (15-24 hrs)	Embedded (1-14 hrs)
(Cybersecurity) Security Specialist 4	(2)	IAT	Level 2	X		
(Cybersecurity) Subject Matter Expert 4	(4)	IAT	Level 3	X		
(Cybersecurity) Subject Matter Expert 3	(1)	IAT	Level 2	X		
(Cybersecurity) Subject Matter Expert 1 NQV - <u>Navy Qualified Validator</u>	(1)	IAT	Level 3	X		

## 5.0 TASK ORDER ADMINISTRATION

Administration of the work being performed is required; it provides the Government a means for task order management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the Government's requirements are met, delivered on schedule, and performed within budget.

### 5.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION

The COR for this task order is identified in task order clause G-TXT-01.

### 5.2 CONTRACTOR LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the Government Contracting Officer and COR. The contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all Government

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contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all contractor resources necessary for task order performance and be available to support emergent situations. The PM shall ultimately be responsible for the following: contractor personnel management; management of Government material and assets; and contractor personnel and facility security. In support of open communication, the contractor shall initiate periodic meetings with the COR.

### 5.3 CONTRACTOR MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day including business and non-business hours in order to facilitate a timely task order response or modification in particular during urgent requirements.

#### 5.3.1 Task order Administration & Documentation

Various types of administration documents are required throughout the life of the task order. At a minimum, the contractor shall provide the following documentation:

##### 5.3.1.1 Task Order Status Report (TOSR)

The contractor shall develop a Task Order Status Reports (CDRL A004) and submit it monthly, weekly, and/or as required by this task order. The prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

(a) Monthly TOSR – the contractor shall develop and submit a task order status report monthly at least 30 days after task order award on the 10<sup>th</sup> of each month for those months the task order is active. The contractor shall report on various task order functions: performance, schedule, financial, business relations, and staffing plan/key personnel; see applicable DD Form 1423 for additional reporting details and distribution instructions. This CDRL includes a Staffing Plan (CDRL A004 Attachment 1 of Exhibit A), Personnel Listing (CDRL A004 Attachment 2 of Exhibit A), and Government-furnished property (GFP) Template (CDRL A004 Attachment 3 of Exhibit A) necessary for additional data collection as applicable.

##### 5.3.1.2 Task Order Closeout Report

The contractor shall develop a task order closeout report (CDRL A005) and submit it no later than 15 days before the task order completion date. The Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

##### 5.3.1.3 Enterprise-wide Contractor Manpower Reporting Application

Pursuant to NMCARS 5237.102-90, the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for the DoD via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). The Product/Service Codes (PSC) for contracted services excluded from reporting are as follows:

- (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 shall completely fill-in all required data fields using the following web address:

<http://www.ecrma.mil/>. Reporting inputs consists of labor hours executed during the task order period of performance within each Government fiscal year (FY) which runs from October 1 through September 30. While inputs may be reported any time during the FY, the contractor shall report all data no later than October 31 of each calendar year. Contractors may direct questions to the help desk at <http://www.ecrma.mil/>.

##### 5.3.1.4 WAWF Invoicing Notification and Support Documentation

Pursuant to DFARS clause 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (part of the Wide Area Work Flow (WAWF) e-Business Suite) which is a secure Government web-based system for electronic invoicing, receipt, and acceptance. The contractor shall provide e-mail notification to the COR when payment

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requests are submitted to the iRAPT/WAWF and the contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. When requested by the COR, the contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A002) directly to the COR within 24 hours of request to assist in validating the invoiced amount against the products/services provided during the billing cycle.

#### 5.3.1.5 Labor Rate Limitation Notification

The contractor shall monitor the following labor rates as part of the monthly TOSR (see CDRL A004 Attachment 2 of Exhibit A – Personnel Listing). The contractor shall deliver required notification if specified criteria and threshold values are met. The ability of a contractor to monitor labor rates effectively will be included in the task order Quality Assurance Surveillance Plan (QASP) (CDRL T008).

(a) Fully burdened labor rates per individual (subcontractor included) – If the fully burdened rate (including fee, which also extends to prime contractor fee on subcontractor labor) of any individual in any labor category exceeds the threshold amount of \$200.00/hour and the individual’s rate was not disclosed in pre-award of the task order, the contractor shall send notice and rationale (CDRL A006) for the identified labor rate to the COR who will then send appropriate notification to the Contracting Officer. If the number of hours anticipated to be billed for an *individual* within one labor category is equal to or less than 200 labor hours for any given period of performance (e.g., base period, option year 1, or option year 2) for this effort, the hours to be billed for the individual are excluded from the CDRL notification.

(b) Negotiated versus actual average labor rates variance – If the actual average labor rate (inclusive of fee) (total actual fully burdened labor costs “divided by” total number of hours performed) is greater than 20% of the negotiated average labor rate (total negotiated fully burdened labor costs “divided by” total number of hours negotiated), the contractor shall send notice and rationale (CDRL A006) of the rate variance to the COR who will then send appropriate notification to the Contracting Officer. The contractor shall annotate the monthly percentage rate variance between the actual average labor rate versus the negotiated average labor rate in the TOSR. If a negotiated versus actual average labor rate variance occurs only due to the specific composition of the monthly labor mix (rather than actual labor rates invoiced exceeding negotiated labor rates by greater than 20%), then the variance is excluded from the CDRL notification.

#### 5.3.1.6 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly TOSR. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the awarded amount) by 110% of the Original ODC, the Contractor shall send notice and rationale (CDRL A005) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. CDRL notification is not needed if the revised ODC total is below 10% of the total labor value or \$3M, whichever is lower. The ability of a contractor to monitor ODCs will be included in the task order QASP.

#### 5.3.1.7 Limitation of Subcontracting

FAR 52.219-14, limitation of subcontracting is applicable for TOs that have been wholly or partially set aside for small business or 8(a) concerns. The contractor shall develop and submit a Limitation of Subcontracting Report (LSR) (CDRL A008) every 3 months. See CDRL A008 for reporting details and distribution instructions. The labor cost provided should correspond to the cumulative monthly submitted invoices. The government reserves the right to perform spot checks and/or request copies of any supporting documentation.

### 5.4 CONTRACTOR PERFORMANCE MANAGEMENT

Contractor performance standards and requirements are outlined in the task order QASP. The ability of a contractor to perform to the outlined standards and requirement will be captured in the Contractor Performance Assessment

Reporting System (CPARS). In support of tracking contractor performance, the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A007) submitted 10 days after task order award and CPARS Draft Approval Document (CDAD) Report (CDRL A008) submitted monthly.

## 5.5 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this task order does not require Earned Value Management (EVM) implementation due to the majority of efforts on this task order is non-scheduled based (*i.e.*, level of effort) and does not lend itself to meaningful EVM information. In lieu of EVM, the Contractor shall develop and maintain a Contract Funds Status Report (CDRL A009) to help track cost expenditures against performance.

## 6.0 DOCUMENTATION AND DELIVERABLES

### 6.1 CONTRACT DATA REQUIREMENTS LIST (CDRL)

The following listing identifies the data item deliverables required under this task order and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. The contractor shall not develop any CDRL classified TOP SECRET with SCI.

#### 6.1.1 Administrative CDRL

The following table lists all required administrative data deliverables, CDRLs, applicable to this task:

CDRL #	Deliverable Title	PWS Reference Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A001	Contract Status Report (CSR)	3.2.7	MTHLY	30 DATO and monthly on the 10th	Unclassified
A002	Invoice Support Documentation	5.3.1.4, 3.3.15.1	ASREQ	Within 24 hrs from request	Unclassified
A003	Cybersecurity Workforce (CSWF) Report	4.4.3 8.1.2 8.2.3.1, 3.2.2.3	MTHLY	30 Days after task order award (DATO) and monthly on the 10th	Unclassified
A004	Task Order Status Report (TOSR)	3.2.3, 5.3.1.1, 8.1.2, 8.2.3.1, 5.3.1.5	MTHLY	30 DATO and monthly on the 10th	Unclassified
A005	Task Order Closeout Report	3.2.3 5.3.1.2	1TIME	NLT 15 days before completion date	Unclassified
A006	Limitation Notification & Rationale	5.3.1.5 5.3.1.6	ASREQ	Within 24 hrs from occurrence	Unclassified
A007	Cost and Milestones Schedule Plan	5.4	One time with revisions	NLT 10 DATO; revision NLT 7 days after receipt	Unclassified

CDRL #	Deliverable Title	PWS Reference Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
			(ONE/R)	of Govt review	
A008	Contractor CPARS Draft Approval Document (CDAD) Report	5.4	MTHLY	30 DATO and monthly on the 10 <sup>th</sup>	Unclassified
A009	Contract Funds Status Report (CFSR)	5.5, 3.2.1.2	MTHLY	NLT 12 working days after the contractor's monthly accounting period cutoff date.	Unclassified
A010	OCONUS Deployment Package	11.2.1	1TIME	NLT 30 days prior to travel	Unclassified
A011	Contractor Manpower Quarterly Status Report	3.2.1.2	QRTLY	30 DATO and quarterly on the 10 <sup>th</sup>	Unclassified
A012	Weekly Activity Report (WAR)	3.2.1.2	WKLY	10 days DATO and weekly thereafter	Unclassified
A013	Program Management Reports, General	3.2.1.2	QRTLY	NLT 105 DATO and every third month on the 10 <sup>th</sup>	Unclassified

#### 6.1.2 Technical CDRL

The following table lists all required technical data deliverables, (CDRLs), applicable to this task order:

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
T001	Software Development Plan (SDP)	3.3.2.1, 3.3.5	One time with revisions (ONE/R)	30 DATO; revision NLT 7 days after receipt of gov review	Unclassified
T002	Inventory Tracking Report	3.2.1.2, 3.3.11.1	ONE/R One time with revisions	14 days before completion of task order; revision NLT 7 days after receipt of gov review	Unclassified
T003	Software Documentation/Programmer's Guide	4.2	ONE/R	14 days before completion of task order; revision NLT 7 days after receipt of gov review	Unclassified



CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
T004	Source Code	4.2	ONE/R	14 days before completion of task order; revision NLT 7 days after receipt of gov review	Unclassified
T005	Contract Work Breakdown Structure (CWBS)	3.2.1.2	ONE/R	NLT 60 DATO; revision NLT 7 days after receipt of Govt review	Unclassified
T006	Integrated Program Management Report (IPMR)	3.2.1.2	1) MTHLY & 2) ANNLY	1) NLT 12 <sup>th</sup> of each Month 2) 1 yr after task order award	Unclassified
T007	Quality Assurance Plan	7.1	ASREQ	Within 24 hrs from request	Unclassified
T008	Technical/Analysis Report, General	3.3.5.1, 5.3.1.5	ASREQ	30 Days after task order (DATO) and monthly on the 10th	Unclassified

## 6.2 NON-DATA DELIVERABLES

The following table lists all required non-data deliverables:

#	Deliverable Title	PWS Reference Para	Frequency	Date Due
ND-1	Control System Platform Enclave (CSPE)/ Navy Utility Monitoring and Control Systems (NUMCS)/ WAN Independent Services Platform (WISP)	3.3.18	As required	TBD
ND-2	WISP various CONUS/OCONUS installation	3.3.18	As required	TBD
ND-3	SCADA/DDC/Building/Utility Control Systems – MFR/Authority to Operate (ATO)	3.3.18	As required	TBD

## 6.3 ELECTRONIC FORMAT

At a minimum, the contractor shall provide deliverables electronically by e-mail; hard copies are only required if requested by the Government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving Government

representative. The contractor shall provide all data in an editable format compatible with NIWC Atlantic corporate standard software configuration as specified below. Contractor shall conform to NIWC Atlantic corporate standards within 30 days of task order award. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the Government.*

	<b>Deliverable</b>	<b>Software to be used</b>
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics (existing data products)	Raster (CALs Type I, TIFF/BMP, JPEG, PNG)
g.	Scheduling	Microsoft Project
h.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio
i.	Geographic Information System (GIS)	ArcInfo/ArcView

#### 6.4 INFORMATION SYSTEM

##### 6.4.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the Government. The contractor shall be capable of Public Key Infrastructure (PKI) client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on task shall be accessible by e-mail through individual accounts during all hours.

##### 6.4.2 Information Security

Pursuant to DoDM 5200.01, the contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on task. The contractor shall disseminate unclassified DoD information within the scope of assigned duties and with a clear expectation that confidentiality is preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the task order, and privileged task order information (e.g., program schedules and task order-related tracking).

##### 6.4.2.1 Safeguards

The contractor shall protect Government information and shall provide compliance documentation validating they are meeting this requirement in accordance with DFARS clause-252.204-7012. The contractor and all subcontractors shall abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." The contractor shall ensure all solutions meet FIPS 140-2

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compliance requirements.

(e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

(f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

(g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

(h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
3. Prompt application of security-relevant software patches, service packs, and hot fixes.

(j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(k) Report loss or unauthorized disclosure of information in accordance with contract, task order, or agreement requirements and mechanisms.

#### 6.4.2.2 Compliance

Pursuant to DoDM 5200.01, the contractor shall include in their quality processes procedures that are compliant with information security requirements.

## 7.0 QUALITY

### 7.1 QUALITY SYSTEM

Upon task order award, the prime contractor shall have and maintain a quality system that meets contract and task order requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The contractor shall have an adequately documented quality system which contains processes, procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system, which includes an internal auditing system. Thirty (30) days after task order award, the contractor shall be able to provide, as requested by the Government, a copy of the contractor's Quality Assurance Plan (QAP) and any other quality related documents (CDRL T007). The contractor shall make their quality system available to the Government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the

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requirements of this task order may continue to be used. If any quality documentation is disapproved or requires revisions, the contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan or quality system, and development of quality related documents. At a minimum, the contractor shall ensure their quality system meets the following key criteria:

- Establish documented, capable, and repeatable processes
- Track issues and associated changes needed
- Monitor and control critical process, product, and service variations
- Establish mechanisms for feedback of field product and service performance
- Implement an effective root-cause analysis and corrective action system
- Establish methods and procedures and create data used for continuous process improvement

## 7.2 MANAGE QUALITY COMPLIANCE

### 7.2.1 General

The contractor shall have quality processes or Quality Management System (QMS) processes in place that coincide with the Government's Manage Quality processes which address Quality Control, Quality Assurance, Software Quality, and/or project Quality System tasks. The contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the contractor shall also support and/or participate in Acquisition Milestones, Phases, and Decision Points, which are standard elements of the Defense Acquisition System and support DoDD 5000.01 and DoDI 5000.02. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment and objective evidence of Lean Six Sigma, Risk Management, and System Engineering methodologies; and System and Software Engineering best practices. As part of a team, the contractor shall support projects at NIWC Atlantic that are currently, or in the process of, being assessed under a Capability Maturity Model Integration (CMMI) program. The contractor shall be required to utilize the processes and procedures already established for the project and deliver products that are compliant with the aforementioned processes and procedures that is commensurate with the CMMI level the government project is at or working towards. Contractor is not required to have a formal CMMI appraisal.

### 7.2.3 Navy Shore work

The contractor shall ensure the quality of all services provided under this task order conforms to high standards, such as ISO 9001 in the relevant profession, trade or field of endeavor. Within 30 days of award, the prime contractor shall have in place, an existing Government approved QMS by the project Quality representative.

## 7.3 QUALITY ASSURANCE

The contractor shall perform all quality assurance process audits necessary in the performance of the various tasks as assigned and identified in the contractor's Quality Assurance Plan (QAP) or by the respective WBS, POA&M, or quality system/QMS documentation in support of continuous improvement. The contractor shall deliver related QAP and any associated procedural documents upon request. The Government reserves the right to perform any additional audits deemed necessary to assure that the contractor processes, products, and related services, documents, and material meet the prescribed requirements and to reject any or all processes or related products, services, documents, and material in a category when noncompliance is established.

## 7.4 QUALITY CONTROL

The contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified in the contractor QAP or by the respective WBS, POA&M, or quality system/QMS documentation. The contractor shall have the following related quality objective evidence available for Government

review:

- Detailed incoming receipt inspection records
- First article inspection records
- Certificates of Conformance
- Detailed sampling inspection records based upon MIL-STD-1916 (Verification Level III)
- Quality Measurement and Analysis metrics/data

The Government reserves the right to perform any inspections or pull samples as deemed necessary to assure that the contractor provided services, documents, material, and related evidence meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

## 8.0 SECURITY

### 8.1 ORGANIZATION

#### 8.1.1 Security Classification

As specified in the DoD Contract Security Classification Specification, DD Form 254, the contractor shall perform classified work under this task order. Prior to commencement of classified work, the contractor shall have a SECRET access/facility clearance (FCL).

8.1.1.1 U.S. Government security clearance eligibility is required to access and handle classified and certain controlled unclassified information (CUI), attend program meetings, and work within restricted areas unescorted. Based on the PWS, the contractor will perform Cybersecurity and Information Technology Services Support and software development, software testing, and software integration. Access to SCI is limited to U.S. Government Facilities or other U.S. Government sponsored SCI Facilities (SCIFs) authorized on the DD254. The contractor shall not generate any SCI deliverables.

8.1.1.2 This task order allows for various levels of security to support specific PWS tasks. The following table outlines the minimum required security clearance per task. The contractor shall provide personnel meeting the specific minimum personnel clearance (PCL) to support the PWS tasks listed below

Required Security Clearance	PWS Task Paragraph
Secret	3.1.19-21, 3.3.1-6, 3.3.9-10, 3.3.15, 3.4
None required	3.1.1-18, 3.2, 3.3.7-8, 3.3.11-14, 3.3.16-18

#### 8.1.2 Security Officer

The contractor shall appoint a Facility Security Officer (FSO) to support those contractor personnel requiring clearance and/or access to Government facility/installation and/or access to information technology systems under this task order. The FSO is typically key management personnel who is the contractor's main POC for security issues. The FSO shall have a U.S. Government security clearance equal to or higher than the FCL required on this/task order. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on task order. Responsibilities include tracking all personnel assigned Government badges and entering/maintaining personnel security mandatory training information within the Staffing Plan document, which is an attachment to the task order status report (TOSR) (CDRL A004), and if applicable, updating and tracking data in the CSWF Report (CDRL A003).

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## 8.2 PERSONNEL

The contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAV M-5510.30, DoD 8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on this task order, the contractor shall ensure all personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access required for the task order, and if applicable, are certified/credentialed for the CSWF. A favorable background determination is determined by either a Tier 1 (T1) investigation, Tier 3 (T3) investigation, or Tier 5 (T5) investigation and favorable Federal Bureau of Investigation (FBI) fingerprint checks. Investigations are not necessarily required for personnel performing unclassified work who do not require access to Government installations/facilities, Government IT systems and IT resources, or NIWC Atlantic information. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet or cannot maintain the minimum security requirements, the contractor shall permanently remove the individual from NIWC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a fitness determination or security clearance is "denied," receives an "Interim Declination," or unfavorable fingerprint, the contractor shall remove the individual from NIWC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on task orders.

### 8.2.2 Access Control of Contractor Personnel

#### 8.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel shall physically access Government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within Government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the Government facility/installation.

(a) The majority of Government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. For admission to NIWC Atlantic facilities/installations, the contractor shall forward a visit request to Joint Personnel Adjudication System (JPAS) /SMO 652366, or submit request on company or agency letterhead by fax to (843)218-4045 or mail to Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office. For visitation to all other Government locations, the contractor shall forward visit request documentation directly to the on-site facility/installation security office.

(b) Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: NIWC Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact NIWC Atlantic Security Office directly for latest policy.

(c) All contractor persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location.

#### 8.2.2.2 Identification and Disclosure Requirements

Contractor and subcontractor employees shall take all means necessary to not represent themselves as Government employees. All contractor personnel shall follow the identification and Government facility disclosure requirement as specified in contract clause H-TXT-25, Contractor Identification.

#### 8.2.2.3 Government Badge Requirements

Some contract personnel shall require a Government issued picture badge in accordance with contract clause H-TXT-01, Contractor Picture Badge. While on Government installations/facilities, contractors shall abide by each

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site's security badge requirements. Various Government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for CAC) to the applicable Government security office via the COR. The contractor FSO shall track all personnel holding local Government badges at the task order level.

#### 8.2.2.4 Common Access Card (CAC) Requirements

Some Government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a CAC for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel shall be able to meet all of the following security requirements prior to work being performed:

- (a) Pursuant to DoDM 1000.13-V1, issuance of a CAC is based on the following four criteria:
1. Eligibility for a CAC – to be eligible for a CAC, Contractor personnel's access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD federally controlled facilities on behalf of the NIWC Atlantic on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
  2. Verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Trusted Associated Sponsorship System (TASS).
  3. Completion of background vetting requirements according to FIPS PUB 201-2 and DoD 5200.2-R – at a minimum, the completion of FBI fingerprint check with favorable results and submission of a T1 investigation to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Contractor personnel requiring logical access shall obtain and maintain a favorable T3 investigation. Contractor personnel shall contact the NIWC Atlantic Security Office to obtain the latest CAC requirements and procedures.
  4. Verification of a claimed identity – all contractor personnel shall present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list must be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

(b) When a contractor requires logical access to a Government IT system or resource (directly or indirectly), the required CAC will have a PKI. A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-V1, CAC PKI certificates will be associated with an official Government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the task order specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the NIWC Atlantic Information Systems Security Management (ISSM) office:

1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the NIWC Atlantic ISSM office at phone number (843)218-6152 or e-mail questions to [ssc\\_lant\\_iam\\_office\\_fcm@navy.mil](mailto:ssc_lant_iam_office_fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or online at <https://iase.disa.mil/Pages/index.aspx>.
2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the NIWC Atlantic ISSM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the ISSM office via encrypted e-mail to [ssclant\\_it\\_secmgmt@nav.mil](mailto:ssclant_it_secmgmt@nav.mil).

#### 8.2.2.5 Contractor Check-in and Check-out Procedures

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All NIWC Atlantic contractor personnel requiring or possessing a Government badge and/or CAC for facility and/or IT access shall have a NIWC Atlantic Government sponsor and be in compliance with the most current version of Contractor Check-in and Check-out Instruction and Forms as posted on the Command Operating Guide (COG) website. Throughout task order performance, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this task order within the required timeframe as cited in the Check-in and Check-out instructions. The contractor (FSO, if applicable) shall ensure all contractor employees whose services are no longer required on this task order return all applicable Government documents/badges to the appropriate Government representative. NOTE: If the contractor does not have access to the NIWC Atlantic COG website, the contractor shall get all necessary instruction and forms from the COR.

#### 8.2.2.6 Accessing Navy Enterprise Resources Planning (ERP) System

Contractor personnel shall not access the Navy Enterprise Resource Planning (Navy ERP) system.

#### 8.2.3 Security Training

Applicable for unclassified and classified contracts, contractor personnel (including subcontractors) shall complete all required mandatory Government training in accordance with COMSPAWARSYSCOM Code 80330 mandatory training webpage: <https://wiki.spawar.navy.mil/confluence/display/HQ/HQ+and+PEO+Mandatory+Training>. Contractors without access to the SPAWAR webpage shall coordinate with the COR concerning mandatory training as listed on the training webpage.

8.2.3.1 The contractor shall be responsible for verifying applicable personnel receive all required training. At a minimum, the contractor (FSO, if applicable) shall track the following information: security clearance information; dates possessing CACs; issuance and expiration dates for NIWC Atlantic badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; CSWF certifications; etc. The contractor shall report individual contractor personnel training status by completing and updating the monthly task order status report (TOSR) Staffing Plan (CDRL A004 Attachment 1 of Exhibit A), Training tab. For Cybersecurity Workforce (CSWF) contractor personnel, all mandatory cybersecurity training and certifications shall be reported in the CSWF Report (CDRL A003).

8.2.3.2 The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22-M.

8.2.3.3 The contractor shall be responsible for verifying applicable personnel receive all required training and certification requirements in filling DoD and Navy RMF required roles, including, at a minimum, Information Systems Security Manager (ISSM), Information Systems Security Engineer (ISSE), and Navy Qualified Validator (NQV) as detailed in DDCIO(N) Guide – Risk Management Framework Process Guide. The referenced ISSM role is not for Echelon II ISSM or Command ISSM, as those roles are not held by contractors.

### 8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. Pursuant to DoDD 5205.02E and SPAWARINST 3432.1, NIWC Atlantic’s OPSEC program implements requirements in DoD 5205.02-M – OPSEC Program Manual and SPAWARSYSCENLANTINST 3070.1B. Note: OPSEC requirements are applicable when task order personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

#### 8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. The contractor shall development their own internal OPSEC program specific to the task order and based on NIWC Atlantic OPSEC requirements. At a minimum, the contractor’s program shall identify the current NIWC Atlantic site OPSEC Officer/Coordinator.



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### 8.3.2 OPSEC Training

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training in accordance with requirements outline in the Security Training, Para 8.2.3. OPSEC training requirements are applicable for personnel during their entire term supporting this NIWC Atlantic task order.

### 8.3.3 NIWC Atlantic OPSEC Program

Contractor shall participate in NIWC Atlantic OPSEC program briefings and working meetings, and the contractor shall complete any required OPSEC survey or data call within the timeframe specified.

## 8.4 EFFECTIVE USE OF CONTROLS

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect task order related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. The contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this task order in compliance with all applicable PWS references. In compliance with Para 6.4.2.1, the contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation. The contractor shall follow minimum standard in SECNAV M-5510.36 for classifying, safeguarding, transmitting, and destroying classified information.

## 9.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government Furnished Information (GFI) is Government owned intellectual property provided to contractors for performance on a task order. For the purposes of this task order, GFI includes manuals, technical specifications, maps, building designs, schedules, drawings, test data, etc. Depending on information contained in a document, the contractor shall comply with additional controls (e.g., completion of a Non-Disclosure Agreements, etc.) for access and distribution.

GFI is not anticipated on this task order.

## 10.0 GOVERNMENT PROPERTY

As defined in FAR Part 45, Government property is property owned or leased by the Government which includes Government-furnished property (GFP) and Contractor-acquired property (CAP). Government property is material, equipment, special tooling, special test equipment, and real property.

GFP will not be provided and CAP is not anticipated on this task order.

### 10.1 GOVERNMENT-FURNISHED PROPERTY (GFP)

As defined in FAR Part 45, GFP is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes spares and property furnished for repair, maintenance, overhaul, or modification. GFP includes Government-furnished equipment (GFE), Government-furnished material (GFM), Special Tooling (ST) and Special Test Equipment (STE).

GFP will not be provided on this task order.

#### 10.1.1 Government-Furnished Equipment

GFE will not be provided on this task order.

#### 10.1.2 Government-Furnished Material

GFM will not be provided on this task order.

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### 10.1.3 Special Test Equipment

STE will not be provided on this task order.

### 10.1.4 Special Tooling

ST will not be provided on this task order.

## 10.2 CONTRACTOR-ACQUIRED PROPERTY (CAP)

As defined in FAR Part 45, CAP is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title but has not yet performed receipt and acceptance. CAP consists of Contractor-acquired equipment (CAE), Contractor-acquired material (CAM), ST, and STE.

CAP is not anticipated on this task order.

## 11.0 TRAVEL

### 11.1 LOCATIONS

The contractor shall be prepared to travel to the following locations. Prior to any travel taken in support of this task order, the contractor shall obtain written COR concurrence. Travel to foreign countries outside of the contiguous United States (OCONUS) is required. The applicable countries are included the following list. Prior to travel, the contractor shall meet all necessary travel requirements for their company and personnel to support work in the noted foreign OCONUS sites.

Base Year

ORIGIN	DESTINATION	# OF TRIPS	# OF TRAVELERS	DAYS (per trip)	NIGHTS (per trip)
<b>Navy Working Capital Fund (NWCF)</b>					
Contractor Site	Washington, DC	5	2	3	2
Contractor Site	Honolulu, HI	2	2	7	6
Contractor Site	Charleston, SC	2	2	3	2
Contractor Site	Jacksonville, FL - SE	2	3	4	3
Contractor Site	Patuxent River, VA - WASH	1	3	4	3
Contractor Site	Naples, Italy - EURAFSWA	2	3	7	6
Contractor Site	San Diego, CA - SW	3	3	5	4
Contractor Site	Norfolk, VA	2	2	5	4
Contractor Site	Portsmouth, VA	2	2	5	4
Contractor Site	Port Hueneme, VA	2	2	5	4
Contractor Site	Bremerton, WA	2	2	5	1
<b>NWCF ASSESSMENT</b>					
Contractor Site	Everett / Jim Creek, WA - NW	2	3	7	6
Contractor Site	Bahrain	2	3	7	6
Contractor Site	Cutler, ME – MidAtlantic	2	3	4	3
Contractor Site	Diego Garcia - FE	2	3	7	6
Contractor Site	Deveselu, Romania - EURAFSWA	2	2	14	6
Contractor Site	Guam - MAR	2	3	7	6
Contractor Site	Guantanamo Bay, Cuba - SE	2	3	7	4
<b>NWCF DEPLOYMENT</b>					
Contractor Site	Everett / Jim Creek, WA - NW	2	4	21	20

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Contractor Site	Bahrain	2	4	21	20
Contractor Site	Cutler, ME – MidAtlantic	2	4	21	20
Contractor Site	Deveselu, Romania - EURAFSWA	2	4	21	20
Contractor Site	Diego Garcia - FE	2	4	21	20
Contractor Site	Guam - MAR	2	4	21	20
Contractor Site	Guantanamo Bay, Cuba - SE	2	4	21	20
<b>Marine Corp (MC)</b>					
<b>MC ASSESSMENT</b>					
Contractor Site	Albany, GA - MCLB Albany	1	3	5	4
Contractor Site	Beaufort, SC - MCRD Parris Island	1	3	5	4
Contractor Site	Barstow, CA - MCLB Barstow	1	3	5	4
Contractor Site	Beaufort, SC	1	3	5	4
Contractor Site	Bridgeport, CA - MCMWTC Bridgeport	1	3	5	4
Contractor Site	Camp Lemonier, Djibouti - EURAFSWA	1	3	8	7
Contractor Site	Camp Mujak - South Korea	1	3	8	7
Contractor Site	Great Lakes, IL	1	4	7	6
Contractor Site	JB McGuire-Dix-Lakehurst, NJ	1	4	7	6
Contractor Site	JRB Fort Worth, TX	1	4	7	6
Contractor Site	Minneapolis, MN	1	4	7	6
Contractor Site	Parris Island Fielding	1	2	7	6
<b>MC DEPLOYMENT</b>					
Contractor Site	Albany, GA - MCLB Albany	1	4	21	20
Contractor Site	Parris Island Fielding	1	4	21	20
Contractor Site	Barstow, CA - MCLB Barstow	1	4	21	20
Contractor Site	Beaufort, SC	1	4	21	20
Contractor Site	Bridgeport, CA - MCMWTC Bridgeport	1	4	21	20
Contractor Site	Camp Lemonier, Djibouti - EURAFSWA	1	4	21	20
Contractor Site	Camp Mujak - South Korea	1	4	21	20
Contractor Site	Great Lakes, IL	1	4	21	20
Contractor Site	JB McGuire-Dix-Lakehurst, NJ	1	4	21	20
Contractor Site	JRB Fort Worth, TX	1	4	21	20
Contractor Site	Minneapolis, MN	1	4	21	20
Contractor Site	Parris Island Fielding	1	4	21	20
<b>Operations and Maintenance, Navy (OMN)</b>					
Contractor Site	Washington, DC	2	2	3	2
Contractor Site	Honolulu, HI	3	2	7	6
Contractor Site	Charleston, SC	2	2	3	2
Contractor Site	Guam - MAR	1	2	7	6
Contractor Site	Jacksonville, FL - SE	2	1	4	3
Contractor Site	Bremerton, Wa	1	2	4	3
Contractor Site	Norfolk, Va	4	2	3	2
Contractor Site	Port Hueneme, CA	1	2	3	2
Contractor Site	Toronto, CD	1	2	3	2
<b>WCF (DLA)</b>					
Contractor Site	Miramar, CA	4	4	5	4
<b>FMS (NIPO)</b>					
Contractor Site	Washington, DC	2	2	3	2

Option 1

ORIGIN	DESTINATION	# OF TRIPS	# OF TRAVELERS	DAYS (per trip)	NIGHTS (per trip)
<b>NWCF</b>					
Contractor Site	Washington, DC	3	2	3	2
Contractor Site	Honolulu, HI	2	2	7	6
Contractor Site	Charleston, SC	2	2	3	2
Contractor Site	Patuxent River, VA - WASH	1	3	4	3
Contractor Site	San Diego, CA - SW	3	3	5	4
Contractor Site	Norfolk, VA	2	2	5	4
Contractor Site	Portsmouth, VA	2	2	5	4
Contractor Site	Port Hueneme, VA	2	2	5	4
Contractor Site	Bremerton, WA	2	2	5	1
<b>NWCF ASSESSMENT</b>					
Contractor Site	Indian Island, WA - NW	2	3	5	4
Contractor Site	Jacksonville, FL - SE	2	3	4	3
Contractor Site	Kings Bay, GA - SE	2	3	4	3
Contractor Site	Kitsap - Bangor, WA - NW	2	3	5	4
Contractor Site	LaMoure, ND - NW	2	3	4	3
Contractor Site	Mayport, FL - SE	2	3	4	3
Contractor Site	Mechanicsburg/Philadelphia/PNY, PA - MidAtlantic	2	3	7	6
<b>NWCF DEPLOYMENT</b>					
Contractor Site	Indian Island, WA - NW	2	4	21	20
Contractor Site	Jacksonville, FL - SE	2	4	21	20
Contractor Site	Kings Bay, GA - SE	2	4	21	20
Contractor Site	Kitsap - Bangor, WA - NW	2	4	21	20
Contractor Site	LaMoure, ND - NW	2	4	21	20
Contractor Site	Mayport, FL - SE	2	4	21	20
Contractor Site	Mechanicsburg/Philadelphia/PNY, PA - MidAtlantic	2	4	21	20
<b>MC</b>					
<b>MC ASSESSMENT</b>					
Contractor Site	Camp Panzer Kaserne - Germany	2	3	8	7
Contractor Site	Cherry Point, NC	2	3	5	4
Contractor Site	Exmouth, Australia - MAR	2	3	8	7
Contractor Site	Flagstaff, AZ - SW	2	3	5	4
Contractor Site	Greensboro, NC - MidAtlantic	2	3	4	3
Contractor Site	New Orleans, LA	2	4	7	6
Contractor Site	Newburgh, NY	2	4	7	6
Contractor Site	Springfield, MA	2	4	7	6
Contractor Site	Willow Grove, PA	2	4	7	6
<b>MC DEPLOYMENT</b>					
Contractor Site	Camp Panzer Kaserne - Germany	2	4	21	20
Contractor Site	Camp Pendleton, CA	2	4	21	20
Contractor Site	Cherry Point, NC	2	4	21	20
Contractor Site	Exmouth, Australia - MAR	2	4	21	20
Contractor Site	Flagstaff, AZ - SW	2	4	21	20
Contractor Site	Greensboro, NC - MidAtlantic	2	4	21	20
Contractor Site	New Orleans, LA	2	4	21	20
Contractor Site	Newburgh, NY	2	4	21	20
Contractor Site	Springfield, MA	2	4	21	20
Contractor Site	Willow Grove, PA	2	4	21	20
<b>OMN</b>					
Contractor Site	Washington, DC	1	2	3	2

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Contractor Site	Honolulu, HI	5	2	7	6
Contractor Site	Charleston, SC	3	2	3	2
Contractor Site	Guam - MAR	1	2	7	6
Contractor Site	Jacksonville, FL - SE	1	1	4	3
Contractor Site	Bremerton, Wa	1	2	4	3
Contractor Site	Norfolk, Va	1	2	3	2
Contractor Site	Port Hueneme, CA	4	2	3	2
Contractor Site	Toronto, CD	1	2	3	2
<b>WCF (DLA)</b>					
Contractor Site	Miramar, CA	4	4	5	4
<b>FMS (NIPO)</b>					
<b>Contractor Site</b>	Washington, DC	2	2	3	2

Option 2

ORIGIN	DESTINATION	# OF TRIPS	# OF TRAVELERS	DAYS (per trip)	NIGHTS (per trip)
<b>NWCF</b>					
Contractor Site	Washington, DC	3	2	3	2
Contractor Site	Honolulu, HI	2	2	7	6
Contractor Site	Charleston, SC	1	2	3	2
Contractor Site	Jacksonville, FL - SE	2	3	4	3
Contractor Site	Patuxent River, VA - WASH	1	3	4	3
Contractor Site	San Diego, CA - SW	3	3	5	4
Contractor Site	Norfolk, VA	2	2	5	4
Contractor Site	Portsmouth, VA	2	2	5	4
Contractor Site	Port Hueneme, VA	2	2	5	4
Contractor Site	Bremerton, WA	2	2	5	1
<b>NWCF ASSESSMENT</b>					
Contractor Site	Monterey, CA - SW	2	3	4	3
Contractor Site	Naples, Italy - EURAFSWA	2	3	7	6
Contractor Site	Niscemi, Italy - EURAFSWA	2	3	7	6
Contractor Site	Okinawa, Japan - FE	2	3	7	6
Contractor Site	Patuxent River, VA - WASH	2	3	4	3
Contractor Site	Puget Sound, WA - NW	2	3	4	3
Contractor Site	Rota, Spain - EURAFSWA	2	3	7	6
<b>NWCF DEPOLYMENT</b>					
Contractor Site	Monterey, CA - SW	2	4	21	20
Contractor Site	Naples, Italy - EURAFSWA	2	4	21	20
Contractor Site	Niscemi, Italy - EURAFSWA	2	4	21	20
Contractor Site	Okinawa, Japan - FE	2	4	21	20
Contractor Site	Patuxent River, VA - WASH	2	4	21	20
Contractor Site	Puget Sound, WA - NW	2	4	21	20
Contractor Site	Rota, Spain - EURAFSWA	2	4	21	20
<b>MC</b>					
<b>MC ASSESSMENT</b>					
Contractor Site	Honolulu, HI - MCBH Hawaii	2	3	8	7
Contractor Site	Jacksonville, FL - MCSF Blount Island	2	3	7	6
Contractor Site	JB Andrews, MD	2	3	7	6

Contractor Site	MCAS Miramar, CA	2	3	7	6
Contractor Site	MCAS Yuma, AZ	2	3	7	6
Contractor Site	Oceanside, CA - MCB Camp Pendleton	2	3	7	6
Contractor Site	Pensacola, FL	2	3	7	6
<b>MC DEPLOYMENT</b>					
Contractor Site	Honolulu, HI - MCBH Hawaii	2	4	21	20
Contractor Site	Jacksonville, FL - MCSF Blount Island	2	4	21	20
Contractor Site	JB Andrews, MD	2	4	21	20
Contractor Site	MCAS Miramar, CA	2	4	21	20
Contractor Site	MCAS Yuma, AZ	2	4	21	20
Contractor Site	Oceanside, CA - MCB Camp Pendleton	2	4	21	20
Contractor Site	Pensacola, FL	2	4	21	20
<b>OMN</b>					
Contractor Site	Washington, DC	1	2	3	2
Contractor Site	Honolulu, HI	5	2	7	6
Contractor Site	Charleston, SC	3	2	3	2
Contractor Site	Guam - MAR	1	2	7	6
Contractor Site	Jacksonville, FL - SE	1	1	4	3
Contractor Site	Bremerton, Wa	1	2	4	3
Contractor Site	Norfolk, Va	1	2	3	2
Contractor Site	Port Hueneme, CA	4	2	3	2
Contractor Site	Toronto, CD	1	2	3	2
<b>WCF (DLA)</b>					
Contractor site	Miramar, CA	4	4	5	4
<b>FMS (NIPO)</b>					
Contractor Site	Washington, DC	2	2	3	2

Option 3

ORIGIN	DESTINATION	# OF TRIPS	# OF TRAVELERS	DAYS (per trip)	NIGHTS (per trip)
<b>NWCF</b>					
Contractor Site	Washington, DC	3	2	3	2
Contractor Site	Honolulu, HI	2	2	7	6
Contractor Site	Charleston, SC	2	2	3	2
Contractor Site	Jacksonville, FL - SE	3	3	4	3
Contractor Site	Norfolk, VA	2	2	5	4
Contractor Site	San Diego, CA - SW	3	3	5	4
Contractor Site	Patuxent River, VA - WASH	1	3	4	3
Contractor Site	Portsmouth, VA	2	2	5	4
Contractor Site	Port Hueneme, VA	2	2	5	4
Contractor Site	Bremerton, WA	2	2	5	1
<b>NWCF ASSESSMENT</b>					
Contractor Site	San Diego, CA - SW	3	3	5	4
Contractor Site	Sasebo, Japan - FE	2	3	7	6
Contractor Site	Seal Beach, CA - SW	2	3	4	3
Contractor Site	Sigonella, Italy - EURAFSWA	2	3	7	6
Contractor Site	Souda Bay, Greece - EURAFSWA	2	3	7	6

Contractor Site	Yokosuka, Japan – FE	2	3	7	6
<b>NWCF DEPLOYMENT</b>					
Contractor Site	San Diego, CA - SW	2	4	21	20
Contractor Site	Sasebo, Japan – FE	2	4	21	20
Contractor Site	Seal Beach, CA – SW	2	4	21	20
Contractor Site	Sigonella, Italy - EURAFSWA	2	4	21	20
Contractor Site	Souda Bay, Greece - EURAFSWA	2	4	21	20
Contractor Site	Yokosuka, Japan – FE	2	4	21	20
<b>MC</b>					
<b>MC ASSESSMENT</b>					
Contractor Site	Great Lakes, IL	1	4	7	6
Contractor Site	Quantico, VA - MCB Quantico	2	3	7	6
Contractor Site	Robertson Barracks - Australia	2	3	7	6
Contractor Site	Shizuoka, JPN - Camp Fuji	2	3	8	7
Contractor Site	JB McGuire-Dix-Lakehurst, NJ	2	4	7	6
Contractor Site	JRB Fort Worth, TX	2	4	7	6
Contractor Site	Minneapolis, MN	2	4	7	6
<b>MC DEPLOYMENT</b>					
Contractor Site	Quantico, VA - MCB Quantico	2	4	21	20
Contractor Site	Robertson Barracks - Australia	2	4	21	20
Contractor Site	Shizuoka, JPN - Camp Fuji	2	4	21	20
Contractor Site	Great Lakes, IL	2	4	21	20
Contractor Site	JB McGuire-Dix-Lakehurst, NJ	2	4	21	20
Contractor Site	JRB Fort Worth, TX	2	4	21	20
Contractor Site	Minneapolis, MN	2	4	21	20
<b>OMN</b>					
Contractor Site	Washington, DC	1	2	3	2
Contractor Site	Honolulu, HI	5	2	7	6
Contractor Site	Charleston, SC	3	2	3	2
Contractor Site	Guam - MAR	1	2	7	6
Contractor Site	Jacksonville, FL - SE	1	1	4	3
Contractor Site	Bremerton, Wa	1	2	4	3
Contractor Site	Norfolk, Va	1	2	3	2
Contractor Site	Port Hueneme, CA	4	2	3	2
Contractor Site	Toronto, CD	1	2	3	2
<b>WCF (DLA)</b>					
Contractor Site	Miramar, CA	4	4	5	4
<b>FMS (NIPO)</b>					
Contractor Site	Washington, DC	2	2	3	2

Option 4

ORIGIN	DESTINATION	# OF TRIPS	# OF TRAVELERS	DAYS (per trip)	NIGHTS (per trip)
<b>NWCF</b>					
Contractor Site	Washington, DC	3	2	3	2
Contractor Site	Honolulu, HI	2	2	7	6

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Contractor Site	Charleston, SC	2	2	3	2
Contractor Site	Jacksonville, FL - SE	3	3	4	3
Contractor Site	San Diego, CA - SW	3	3	5	4
Contractor Site	Patuxent River, VA - WASH	1	3	4	3
Contractor Site	Norfolk, VA	2	2	5	4
Contractor Site	Portsmouth, VA	2	2	5	4
Contractor Site	Port Hueneme, VA	2	2	5	4
Contractor Site	Bremerton, WA	2	2	5	1
<b>MC</b>					
Contractor Site	Twentynine Palms, CA - MCAGCC Twentynine Palms	2	3	7	6
Contractor Site	Washington, DC - MARBKS Washington	2	3	7	6
Contractor Site	Yamaguchi, JPN - MCAS Iwakuni	2	3	8	7
Contractor Site	Twentynine Palms, CA - MCAGCC Twentynine Palms	2	4	21	20
Contractor Site	Yamaguchi, JPN - MCAS Iwakuni	2	4	21	20
Contractor Site	Washington, DC - MARBKS Washington	2	4	21	20
<b>OMN</b>					
Contractor Site	Washington, DC	1	2	3	2
Contractor Site	Honolulu, HI	5	2	7	6
Contractor Site	Charleston, SC	3	2	3	2
Contractor Site	Guam - MAR	1	2	7	6
Contractor Site	Jacksonville, FL - SE	1	1	4	3
Contractor Site	Bremerton, Wa	1	2	4	3
Contractor Site	Norfolk, Va	1	2	3	2
Contractor Site	Port Hueneme, CA	4	2	3	2
Contractor Site	Toronto, CD	1	2	3	2
<b>WCF (DLA)</b>					
Contractor Site	Miramar, CA	4	4	5	4
<b>FMS (NIPO)</b>					
Contractor Site	Washington, DC	2	2	3	2

## 11.2 OCONUS TRAVEL REQUIREMENTS

Pursuant to SPAWARSCENLANTINST 12910.1B, DoDI 3020.41, and the latest DoD Foreign Clearance Guide requirements, the contractor shall travel outside the continental United States (OCONUS) sites to support deployed forces.

### 11.2.1 General OCONUS Requirements

The contractor shall ensure compliance with applicable clauses and travel guide requirements prior to traveling to each of the specified travel locations. The contractor shall be responsible for knowing and understanding all travel requirements as identified by the applicable combatant command (CCMD) and country. The contractor shall be responsible for submitting applicable deployment forms and/or deployment packages (CDRL A010) to the COR or task order technical POC and NIWC Atlantic Deployment Manager no later than 30 days prior to travel. For all OCONUS travel, the contractor shall submit an official OCONUS Travel Form (SPAWARSCENLANT 12990/12) and shall ensure all OCONUS travel has an approved Aircraft and Personnel Automated Clearance System (APACS)



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request. The task order COR will provide a blank travel form after task order award.

#### 11.2.2 OCONUS Immunization Requirements

Pursuant to DoDI 6205.4, SPAWARSYSCENLANTINST 12910.1B, and any additional DON specific requirements, contractor employees who deploy to OCONUS locations both shore and afloat shall require up to date immunizations.

#### 11.2.3 Letter of Authorization

If work requires contractor personnel to process through a deployment center or to travel to, from, or within the designated operational area, the contractor shall have a letter of authorization (LOA) signed by the designated Contracting Officer. The LOA identifies any additional authorizations, privileges, or Government support that contractor personnel are entitled to under task order. The contractor shall initiate a LOA for each prospective traveler. The contractor shall use the web-based Synchronized Pre-deployment & Operational Tracker (SPOT) or its successor, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the contractor may also initiate a LOA request to provide an official traveler access to Government facilities and to take advantage of travel discount rates in accordance with Government contracts and/or agreements. All privileges, services, and travel rate discount access are subject to availability and vendor acceptance. LOAs are required to be signed and approved by the SPOT registered Contracting Officer of this task order.

### **12.0 SAFETY ISSUES**

#### 12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the task orders. Without Government assistance, the contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system. If performing within Government facilities, contractor shall immediately report any accidents involving Government or contractor personnel injuries or property/equipment damage to the Contracting Officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the COR or on-site Government representative.

#### 12.2 SAFETY EQUIPMENT

The contractor shall provide their personnel with any safety equipment required to perform work under this task order and the equipment must be in satisfactory working order. Personal safety equipment includes items such as hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

#### 12.3 SAFETY TRAINING

The contractor shall be responsible to train all personnel that require safety training. Specifically, where contractors are performing work at Navy shore installations, that requires entering manholes or underground services utility the contractor shall provide a qualified person as applicable in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

### **13.0 SUBCONTRACTING REQUIREMENTS**

#### 13.1 APPROVED SUBCONTRACTORS

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In accordance with FAR clause 52.244-2, prior to a prime contractor utilizing a subcontractor, the subcontractor is required to be approved by the Contracting Officer. As a team member, the subcontractor shall be proposed on any upcoming task order competition but is not automatically approved for use on any pre-existing task order. After task order award, the prime contractor shall submit a written request to the Contracting Officer requesting approval to add any new subcontractors.

#### 14.0 ACCEPTANCE PLAN

Inspection and acceptance is performed by the COR on all services, data, and non-data deliverables in accordance with the QASP.

#### 15.0 OTHER CONDITIONS/REQUIREMENTS

15.1 EXTENDED WORK WEEK Due to operational requirements, schedules, and the availability of required resources and/or downtime of those resources, extended work week (EWW) may be required for professional (i.e., salaried) employees.

#### 15.2 NON-DISCLOSURE AGREEMENT (NDA) REQUIREMENTS

The contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a need to know. Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government Contracting Officer.

Any NDA shall not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or relating to other applicable federal whistleblower protection statutes.

#### 15.3 FUNDING ALLOCATION

This task order is funded with multiple appropriations with various Accounting Classification Reference Numbers (ACRNs) which may or may not cross multiple contract performance years. Depending on the services performed and the applicable timeframe, the contractor shall invoice cost in accordance with Section B, Section C, and Section G of the task order award. Unless otherwise advised, the contractor shall itemize all summary of work and financial information in the TOSR CDRL by each task order funding CLIN. The ability of the contractor to perform adequate billing and accounting will be reflected in the contractor's annual Government CPAR rating

#### 16.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

The contractor shall ensure all work accomplished utilizes the latest, relevant industry practices and standards when applicable unless otherwise indicated by text. In accordance with Defense Acquisition Policy, maximum utilization of non-Government standards will be made wherever practical.

#### 16.1 REQUIRED DOCUMENTS

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The contractor shall utilize the following mandatory documents in support of this task order. The documents referenced in this section list the minimum version dates; however, the contractor shall meet requirements for any referenced document including subsequent updates applicable at time the task order request for proposal is posted.

	<b>Document Number</b>	<b>Title</b>
a.	DoD 5200.2-R	DoD Regulation – Personnel Security Program dtd Jan 87 (and subsequent revisions)
b.	DoDM 5200.01	DoD Manual – Information Security Program Manual dtd 24 Feb 12
c.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
d.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
e.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM) dtd 28 Feb 06
f.	DoDI 5220.22	DoD Instruction – National Industrial Security Program (NISP) dtd 18 Mar 11
g.	DoDI 6205.4	DoD Instruction – Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense dtd 14 Apr 00
h.	DoDD 8140.01	DoD Directive – Cyberspace Workforce Management dtd 11 Aug 15
i.	DoDI 8500.01	DoD Instruction – Cybersecurity dtd 14 Mar 14
j.	DoDI 8510.01	DoD Instruction – Risk Management Framework (RMF) for DoD Information Technology (IT) dtd 12 Mar 14
k.	DoD 8570.01-M	DoD Manual – Information Assurance Workforce Improvement Program dtd 19 Dec 05 with Change 3 dtd 24 Jan 12 and Change 4 dtd 10 Nov 15 (and subsequent revisions)
l.	DON CIO Memorandum	Acceptable Use of Department of the Navy Information Technology (IT) dtd 22 Feb 16
m.	SECNAV M-5239.2	Secretary of the Navy Manual – DON Information Assurance Workforce Management Manual dtd May 2009 (and subsequent revisions)
n.	SECNAV M-5510.30	Secretary of the Navy Manual – DoN Personnel Security Program dtd Jun 2006
o.	SECNAV M-5510.36	Secretary of the Navy Manual – DoN Information Security Program dtd Jun 2006
p.	SECNAVINST 5239.3B	Secretary of the Navy Instruction – DoN Information Assurance Policy dtd 17 Jun 09
q.	SECNAVINST 5239.20A	Secretary of the Navy Instruction – DON Cyberspace IT and Cybersecurity dtd 10 Feb 16
r.	SECNAVINST 5510.30	Secretary of the Navy Instruction – DoN Regulation – Personnel Security Program dtd 6 Oct 06
s.	SPAWARINST 3432.1	Space and Naval Warfare Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
t.	SPAWARINST 5721.1B	Space and Naval Warfare Instruction – Section 508 Implementation Policy dtd 17 Nov 09
u.	SPAWARSYSCENLANTINST 3070.1B	Space and Naval Warfare Systems Center Atlantic Instruction – Operations Security Policy dtd 20 Jan 17
v.	SPAWARSYSCENLANTINST 12910.1B	Space and Naval Warfare Systems Center Atlantic Instruction – Deployment of Government and Contractor Personnel Outside the Continental Unlisted States dtd 23 Aug 16
w.	Navy Telecommunications Directive (NTD 10-11)	System Authorization Access Request (SAAR) - Navy

	Document Number	Title
x.	Privacy Act of 1974	United States federal law, Pub.L. 93–579, 88 Stat. 1896, dtd December 31, 1974, 5 U.S.C. § 552a
y.	DDCIO(N) Guide	Risk Management Framework Process Guide (and subsequent revisions)

## 16.2 GUIDANCE DOCUMENTS

The contractor shall utilize the following guidance documents in support of this task order. The documents referenced in this section list the minimum version dates; however, the document's effective date of issue is the task order's request for proposal issue date.

	Document Number	Title
a.	MIL-STD-881C	Work Breakdown Structure for Defense Materiel Items
b.	MIL-STD-1916	DoD Test Method Standard – DoD Preferred Methods for Acceptance Of Product
c.	DoDM 1000.13-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle, Volume 1, dtd 23 Jan 14
d.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS) dtd 20 Dec 10
e.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
f.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
g.	ISO 9001 (ANSI/ASQ Q9001)	International Organization for Standardization (American National Standard Institute/American Society for Quality) – Quality Management Systems, Requirements
h.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
i.	ISO/IEC/IEEE 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
j.	IEEE Std 12207-2017	Institute of Electrical and Electronics Engineers – Systems and Software Engineering, Software Life Cycle Processes
k.	EIA-748C	Electronic Industries Alliance Standard – Earned Value Management (EVM) Systems, March 2013
l.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors dtd 27 Aug 04
m.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
n.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
o.	N/A	NAVSEA Standard Items (NSI) – <a href="http://www.navsea.navy.mil/">http://www.navsea.navy.mil/</a>
p.	N/A	NIWC Atlantic Contractor Check-in portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SPAWARSYSCEN+ATLANTICCOG/Contractor+Checkin">https://wiki.spawar.navy.mil/confluence/display/SPAWARSYSCEN+ATLANTICCOG/Contractor+Checkin</a>
q.	N/A	COMSPAWARSYSCOM Code 80330 mandatory training webpage – <a href="https://wiki.spawar.navy.mil/confluence/display/HQ/Employee+Mandatory+Training">https://wiki.spawar.navy.mil/confluence/display/HQ/Employee+Mandatory+Training</a>
r.	N/A	DoD Foreign Clearance Guide – <a href="https://www.fcg.pentagon.mil/fcg.cfm">https://www.fcg.pentagon.mil/fcg.cfm</a>

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### 16.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents necessary for performance on this task order. Many documents are available from online sources. Specifications and commercial/industrial documents may be obtained from the following sources:

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, [REDACTED] [REDACTED]. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, [REDACTED].

All other commercial and industrial documents can be obtained through the respective organization's website.

### C-TXT-11 PERSONNEL QUALIFICATIONS (MINIMUM)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(c) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

For educational and experience requirements, the following criteria are applicable:

Note 1: To ensure that postsecondary education possessed by individuals meet an acceptable level of quality, educational degrees shall come from accredited institutions or programs. See [www.ed.gov](http://www.ed.gov) for more accreditation information. At a minimum, to receive Master and/or Doctorate graduate credit, all degrees shall come from an institution that has been regionally accredited by one of the six associations: Middle States Assn. of Colleges and Schools (MSA), Northwest Commission on Colleges and Universities (NWCCU), Higher Learning Commission (HLC), New England Assn of Schools and Colleges (NEASC), Southern Assn of Colleges and Schools (SACS), and Western Assn of Schools and Colleges (WASC).

Note 2: All undergraduate degrees: Bachelor of Science (BS), Bachelor of Arts (BA), or Associate of Science (AS) in Applied Science, Computing, Engineering, and Technology shall be from an Accreditation Board for Engineering and Technology (ABET) accredited program (see [www.abet.org](http://www.abet.org)).

Note 3: Technology degrees do not qualify as Engineering or Physical Science Degrees.

Note 4: Engineering Positions require diploma/written engineering degrees versus grandfathered degrees based on experience. If a state Professional Engineer (PE) License is required for the performance of the requirement, the government can specify any unique certifications under the "Specific Experience."

Note 5: Unless otherwise specified, higher education above a labor category's minimum can be credited as years of experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies (unless specified differently below): a MS degree equals four (4) years of

experience and a PhD degree equals five (5) years of experience.

Note 6 This contract/order utilizes Service Contract Labor Standards (SCLS) labor categories which cites Service Contract Act (SCA) wage determination titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in www.dol.gov. The minimum hourly salary for SCLS labor categories are set by the Department of Labor dependent on work performance location.

Note 7 LABOR CATEGORIES PERFORMING CYBERSECURITY SUPPORT FOR DOD - Prior

To performing cybersecurity related work, applicable contractor personnel shall meet specific certification and training requirements in accordance with DoD 8570.1-M, DoDD 8570.1, and subsequent release of DoD 8140-M prior to performing cybersecurity related work. This includes personnel being certified/accredited at the appropriate levels based on task responsibilities. This will be verified by the Contracting Officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database.

Contractor

personnel not certified within 6 months of assignment of cybersecurity duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with an individual who does meet the minimum certification requirements as mandated by DoD.

<b>Labor Category</b>
1. Program Manager
2. Project Manager
3. Subject Matter Expert (SME) 5
4. Subject Matter Expert (SME) 4
5. Subject Matter Expert (SME) 3
6. Subject Matter Expert (SME) 2
7. Subject Matter Expert (SME) 1
8. Security Specialist 2
9. Security Specialist 4
10. Technical Instructor/Course Developer
11. Training Specialist 4
12. Administrative Assistant
13. Technical Writer/Editor 2
14. Technical Writer/Editor 4
15. Computer Systems Analyst I
16. Computer Systems Analyst III
17. Management and Program Technician I
18. Management and Program Technician II
19. Management Analyst 3
20. Management Consultant (Senior)
21. Engineer/Scientist 1
22. Engineer/Scientist 3
23. Engineer/Scientist 4
24. Engineer/Scientist 5
25. Management Consultant

**1. Program Manager**

**Education:** Bachelor degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, Cybersecurity or Business.

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**Experience:** Fifteen (15) years of technical experience in support of Cybersecurity or computer network defense programs to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience, to include: Technology Assessments, Infrastructure Operations, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of Cybersecurity or computer network defense projects. Experience may be achieved simultaneously. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

## 2. Project Manager

**Education:** Bachelor of Sciences degree in engineering, physics, computer science, information security or other technically oriented curricula.

**Experience:** Ten years of engineering experience related to communication/computer/radar or similar systems. Five years demonstrated ability to supervise, plan and lead technical/engineering teams in multiple, complex task assignments involving diverse engineering disciplines and includes written and oral communications commensurate with management role.

-OR-

**Education:** No degree

**Experience:** Fourteen (14) years of engineering experience related to communication/computer/radar or similar systems. Five years demonstrated ability to supervise, plan and lead technical/engineering teams in multiple, complex task assignments involving diverse engineering disciplines and includes written and oral communications commensurate with management role. Designee shall have demonstrated experience in two or more of the following areas:

- a. Documented background in Enterprise infrastructure system and operations management
- b. Service catalog management and service level agreement
- c. System Test and Evaluation, planning execution and management
- d. Hardware and software ECP Evaluation
- e. IA concepts and requirements development
- f. System and application requirements analysis, design, integration, development, application and testing.
- g. ILS planning and management
- h. Technical development product milestone scheduling

## 3. Subject Matter Expert (SME) 5

**Education:** Technical Training in Cybersecurity, Information Technology, Network Design, Strategic Planning.

**Experience:** Eighteen (18) years of hands-on experience with Information Technology, to include three of the following areas: program management and strategic planning, Systems Requirements, Navy Medical, Operational Requirements, Enterprise Strategic Planning and operations, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in one or more of: medical systems; Federal Information Security Management Act (FISMA); advanced system architecture; hardware technologies; digital/analog communications technologies; applied physics; human factors engineering; computer simulation; electronic sensor technologies; and ERP. Four years' experience demonstrating the ability to plan and lead a technical/engineering team in multiple, diverse engineering disciplines. Experience may be achieved simultaneously. Demonstrated experience in at least two of the following areas:

- a. Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications.
- b. Demonstrated detailed knowledge of IA concepts and requirements.
- c. Demonstrated comprehensive knowledge of DOD military specifications and standards.
- d. System design integration planning for multiple large-scale installations.

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- e. Hardware and software Evaluation
- f. Application and System Assessments, planning execution and management.
- g. System requirements planning and oversight.
- h. Technical development product milestone scheduling.
- i. Demonstrated comprehensive knowledge of FISMA IA requirements.
- j. Information Security Management and Information Systems Audit.

**4. Subject Matter Expert (SME) 4**

**Education:** Technical Training in Cybersecurity, Information Technology, Network Design, and Strategic Planning.

**Experience:** Fifteen years (15) of hands-on experience with Information Technology to include three of the following areas: Systems Requirements, project management and strategic planning, Operational Requirements, Enterprise Strategic Planning and operations, Unix/Linux system software, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in one or more of: advanced system architecture; Cybersecurity; hardware technologies; digital/analog communications technologies; applied physics; human factors engineering; computer simulation; electronic sensor technologies; and ERP. Demonstrated experience in at least two of the following areas:

- a. Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications.
- b. Demonstrated detailed knowledge of IA concepts and requirements.
- c. Demonstrated comprehensive knowledge of DOD military specifications and standards.
- d. System design integration planning for multiple large-scale installations.
- e. Hardware and software Evaluation
- f. System Test and Evaluation, planning execution and management.
- g. System requirements planning and oversight.
- h. Technical development product milestone scheduling.
- i. Understanding of FISMA and IA requirements.
- j. Information Security Management and Information Systems Audit.

**5. Subject Matter Expert (SME) 3**

**Education:** Technical Training in Cybersecurity, Information Technology, Network Design, and Strategic Planning.

**Experience:** Twelve (12) years of hands-on experience with Information Technology to include three of the following areas: Systems Requirements, project management and strategic planning, Operational Requirements, Enterprise Strategic Planning and operations, Enterprise systems incident management, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in one or more of: medical systems; advanced system architecture; Cybersecurity; hardware technologies; digital/analog communications technologies; applied physics; human factors engineering; computer simulation; electronic sensor technologies; and ERP. Experience may be achieved simultaneously. Demonstrated experience in at least two of the following areas:

- a. Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications.



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- b. Demonstrated detailed knowledge of IA concepts and requirements.
- c. Demonstrated comprehensive knowledge of DOD military specifications and standards.
- d. System design integration planning for multiple large-scale installations.
- e. Hardware and software Evaluation
- f. System Test and Evaluation, planning execution and management.
- g. System requirements planning and oversight.
- h. Technical development product milestone scheduling.
- i. Understanding of FISMA IA requirements.
- j. Information Security Management and Information Systems Audit.

#### 6. **Subject Matter Expert (SME) 2**

**Education:** Technical Training in Cybersecurity, Information Technology, Network Design, and/or Strategic Planning.

**Experience:** Ten (10) years of hands-on experience with control system cybersecurity and/or software engineering projects, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Cybersecurity/Information Technology Ten (10) years of hands-on experience with Information Technology to include three of the following areas: Systems Requirements, project management and strategic planning, Operational Requirements, Enterprise Strategic Planning and operations, Unix/Linux system software, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in one or more of: medical systems; advanced system architecture; Cybersecurity; hardware technologies; digital/analog communications technologies; applied physics; human factors engineering; computer simulation; electronic sensor technologies; and ERP. Experience may be achieved simultaneously. Demonstrated experience in at least two of the following areas:

- a. Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications.
- b. Demonstrated detailed knowledge of IA concepts and requirements.
- c. Demonstrated comprehensive knowledge of DOD military specifications and standards.
- d. System design integration planning for multiple large-scale installations.
- e. Hardware and software Evaluation
- f. System Test and Evaluation, planning execution and management.
- g. System requirements planning and oversight.
- h. Technical development product milestone scheduling.
- i. Understanding of FISMA requirements.
- j. Information Security Management and Information Systems Audit.

#### 7. **Subject Matter Expert (SME) 1**

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**Education:** Technical Training in Cybersecurity, Information Technology, Network Design and Strategic Planning.  
**Experience:** Eight (8) years of hands-on experience with Information Technology to include three of the following areas: Systems Requirements, project management and strategic planning, Operational Requirements, Enterprise Strategic Planning, Unix/Linux system software, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in one or more of: medical systems; advanced system architecture; Cybersecurity; hardware technologies; digital/analog communications technologies; applied physics; human factors engineering; computer simulation; electronic sensor technologies; and ERP. Demonstrated experience in at least two of the following areas:

- a. Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications.
- b. Demonstrated detailed knowledge of cybersecurity concepts and requirements.
- c. Demonstrated comprehensive knowledge of DOD military specifications and standards.
- d. System design integration planning for multiple large-scale installations.
- e. Hardware and software Evaluation
- f. System Test and Evaluation, planning execution and management.
- g. System requirements planning and oversight.
- h. Technical development product milestone scheduling.
- i. Understanding of FISMA and cybersecurity requirements.
- j. Services Oriented Architecture design and development.

#### **8. Security Specialist 2**

**Education:** Associate's Degree in Information Technology, Cybersecurity, Engineering, or similar or Graduate/completion of an approved Federal/State education applicable technical training course (e.g., DoD/Military Info Security Specialist Training)

**Experience:** Three (3) years of experience, to include: applicable security discipline principles, practices, and procedures.

#### **9. Security Specialist 4**

**Education:** Bachelor of Science in Information Technology, Cybersecurity, Engineering, or similar. Applicable Discipline Certification (e.g. DISCO certification for Infosec Security Specialist).

**Experience:** Ten (10) years of experience, to include: applicable security discipline principles, practices, and procedures.

#### **10. Technical Instructor/Course Developer (SCA 15095)**

**Education:** High School Diploma or GED. Training Certification

**Experience:** Eight (8) years of experience in the technical training development to include: developing appropriate course material, hands on practical experience with techniques being taught, researching latest technical discipline practices, establishing training needs, developing goals and objectives, and developing training programs.

#### **11. Training Specialist 4**

**Education:** Bachelor's degree in Education, English, Psychology or similar. Training Certification.

**Experience:** Fifteen (15) years of experience in the Information Technology field, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

#### **12. Administrative Assistant 1 (SCA 01020)**

**Education:** High School Diploma or GED

**Experience:** No experience required

**Knowledge, Skills and Abilities:** Knowledge of privacy act requirements. Ability to type 40 words per minute.

#### **13. Technical Writer/Editor 2**

**Education:** BA degree in English, Journalism, or Technical Writing.

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**Experience:** Five (5) years of experience, to include: writing technical documentation, procedures and guidelines for C4ISR systems or equipment.

#### **14. Technical Writer/Editor 4**

**Education:** BA degree in English, Journalism, or Technical Writing.

**Experience:** Fifteen (15) years of experience to include: writing/editing technical documentation, procedures and guidelines for C4ISR systems or equipment.

#### **15. Computer System Analyst I (SCA 14101)**

**Education:** High School diploma or GED. Working towards completing applicable vendor/platform certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), CISCO Certified Design Professional (CCDP), Oracle Certified Professional (OCP), etc.).

**Experience:** One (1) year of Computerized System experience, to include: Network Protocols, and UNIX and Windows based operating system

#### **16. Computer System Analyst III (SCA 14103)**

**Education:** High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

**Experience:** Five (5) years directly related experience with the maintenance or development of software programs/applications based in UNIX or C or other applicable computer languages. Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

#### **17. Management and Program Technician 1**

**Education:** High School diploma or GED.

**Experience:** Five (5) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFARS, OPM requirements, and other business related regulations.

#### **18. Management and Program Technician 2**

**Education:** High School diploma or GED.

**Experience:** Ten (10) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFARS, OPM requirements, and other business related regulations.

#### **19. Management Analyst 3**

**Education:** Bachelor's degree

**Experience:** Six (6) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Development of Testing Criteria, Development of Corrective Action Systems, Development of Program Monitoring Approach (e.g. PERT, CPM, EVM), Analysis of Programs Health, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Comprehensive knowledge of Federal

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Acquisition Regulation (FAR) and DoD procurement policies and procedures.

## 20. Management Consultant (Senior)

**Education:** Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty. Certified Project Management Professional (PMP) or Current Defense Acquisition Workforce Improvement Act (DAWIA) Level 3 Program Management Certification.

**Experience:** Twenty (20) years of Strategic Business Management experience to include: Development of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts. At least three years of business experience at the executive level (e.g., SES, CEO, Corporate President).

## 21. Engineer/Scientist 1

**Education:** Undergraduate and Graduation Education or Bachelor's degree in computer science **or** bachelor's degree with 30 semester hours in a combination of mathematics, statistics, and computer science. At least 15 of the 30 semester hours must have included any combination of statistics and mathematics that included differential and integral calculus. All academic degrees and course work must be from accredited or pre-accredited institutions. Major study--computer science, information science, information systems management, mathematics, statistics, operations research, or engineering, or course work that required the development or adaptation of computer programs and systems and provided knowledge equivalent to a major in the computer field.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

**Experience:** One (1) year of experience to include: Systems/Equipment Support, and Test and Evaluation support of C4ISR requirements.

## 22. Engineer/Scientist 3

**Education:** Undergraduate and Graduation Education or Bachelor's degree in computer science **or** bachelor's degree with 30 semester hours in a combination of mathematics, statistics, and computer science. At least 15 of the 30 semester hours must have included any combination of statistics and mathematics that included differential and integral calculus. All academic degrees and course work must be from accredited or pre-accredited institutions. Major study--computer science, information science, information systems management, mathematics, statistics, operations research, or engineering, or course work that required the development or adaptation of computer programs and systems and provided knowledge equivalent to a major in the computer field.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

**Experience:** Six (6) years of experience to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C4ISR requirements. Three (3) years of technical experience in support of "Specific Projects". Note: Experience may be concurrent.

## 23. Engineer/Scientist 4

**Education:** Undergraduate and Graduation Education or Bachelor's degree in computer science **or** bachelor's degree with 30 semester hours in a combination of mathematics, statistics, and computer science. At least 15 of the 30 semester hours must have included any combination of statistics and mathematics that included differential and integral calculus. All academic degrees and course work must be from accredited or pre-accredited institutions. Major study--computer science, information science, information systems management, mathematics, statistics, operations research, or engineering, or course work that required the development or adaptation of computer programs

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and systems and provided knowledge equivalent to a major in the computer field.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

**Experience:** Ten (10) years of experience to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C4ISR requirements. Five (5) years of technical experience in support. Note: Experience may be concurrent.

#### 24. Engineer/Scientist 5

**Education:** Undergraduate and Graduation Education or Bachelor's degree in computer science **or** bachelor's degree with 30 semester hours in a combination of mathematics, statistics, and computer science. At least 15 of the 30 semester hours must have included any combination of statistics and mathematics that included differential and integral calculus. All academic degrees and course work must be from accredited or pre-accredited institutions. Major study--computer science, information science, information systems management, mathematics, statistics, operations research, or engineering, or course work that required the development or adaptation of computer programs and systems and provided knowledge equivalent to a major in the computer field.

Software Engineer only: Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

**Experience:** Fifteen (15) years of experience to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C4ISR requirements. Recognized as an expert. Note: Experience may be concurrent.

#### 25. Management Consultant

**Education:** Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty. Certified Project Management Professional (PMP) or Current Defense Acquisition Workforce Improvement Act (DAWIA) Level 3 Program Management Certification.

**Experience:** Ten (10) years of Strategic Business Management experience to include: Development of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts.

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY  
ALL Destination Government Destination Government

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the COR or his/her duly authorized representative.

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7002	9/30/2019 - 9/29/2020
7004	9/30/2019 - 9/29/2020

### CLIN - DELIVERIES OR PERFORMANCE

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

Base Year CLINs 7002, 7004: Date of award through one year thereafter.

Option Periods 7000\*/7100/7200/7300/7400 series with corresponding 9000\*/9100/9200/9300/9400 CLINs: If exercised, date of option exercised through twelve months thereafter.

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the task order clause at FAR 52.217-9 "Option to Extend the Term of the Contract".

\*CLINs 7000, 7001, 7003, 9000, 9001, 9002, 9003, 9004 are identified as a Base Year requirement in Section B and are designated as an Option. These options may be exercised in accordance with Clause 5252.217-9203.

Option Periods for CLINs: Date of Option Exercise through end of existing Base Year/Option Year Period of Performance.

### CLAUSES INCORPORATED BY REFERENCE

52.242-15 - STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)



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## SECTION G CONTRACT ADMINISTRATION DATA

The NIWC Atlantic Ombudsman is Robin Rourk, (843) 218-5115.

### G-TXT-01 Designation of Contracting Officer's Representative (JAN 2018)

a. The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this task order:

#### CONTRACTING OFFICER'S REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. It is emphasized that only the Contracting Officer has the authority to modify the terms of the task order, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

#### TYPE OF CONTRACT (JAN 2018)

This is a **Performance Based, Cost Plus Fixed-Fee (CPFF), Level of Effort, and Cost** type task order.

### G-TXT-07B PAYMENT INSTRUCTIONS-OTHER (PGI 204-7108 (d)(12) OTHER) (APR 2018)

This task order is a cost-type contract funded by multiple funding types and/or customers, spanning several years. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications.

Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d)(12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.

Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall include identification of the CLIN, SLIN, and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the unique customer requirement funding and Contracting Officer's instructions. This approach also allows for proper matching of the charge to the activity that have received the service/product with the application of the payment to the corresponding entity.

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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When submitting a request for payment, the Contractor shall—

- a. Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- b. Separately identify a payment amount for each contract line item included in the payment request.

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

a. *Definitions.* As used in this clause--

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

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

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

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

c. *WAWF access.* To access WAWF, the Contractor shall--

1. Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
2. Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

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

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

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

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

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

**N65236**

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

**Routing Data Table**

*Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	N65236
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N/A
Mark For Code	N65236
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236

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DCAA Auditor DoDAAC	HAA721
Other DoDAAC(s)	N/A

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

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

Send email to COR's email address [REDACTED]

(g) WAWF point of contact.

1. The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[REDACTED]

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

**5252.232-9206 SEGREGATION OF COSTS (DEC 2003)**

a. The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task, or subtask.

b. Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

c. Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electron Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA

1. to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer and
2. to the Procuring Contracting Officer.

**5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)**

This task/delivery order is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. It is estimated that these funds will cover the cost of performance through September 2020. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as modifications to this contract.

Total Award Amount	Total Funds Available	Unfunded Amount
[REDACTED]	[REDACTED]	[REDACTED]

**NOTE:** The contractor shall cite on each invoice/voucher, in addition to all other requirements of this contract/order, the contract line item number (CLIN); the contract subline item number (SLIN) and accounting

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classification reference number (ACRN) for the portion, or portions of work being billed as specified in the contract or delivery order. For each ACRN on the invoice/voucher, the contractor shall identify the amount being billed against that ACRN.

**252.204-0012 OTHER (SEP 2009)**

CLINs have multiple funding from multiple customers. Payment cannot be made using any of the PGI 204.7108 clause due to one customer's funds would be paying for another customer's work. Use PGI 204.7108 (d) 012 other and pay from the ACRNs cited on the invoice. Government advises contractor on ACRNs to invoice.

CLIN	APPN	PWS Paragraph
7000/9000 (Option)	N/A	N/A
7001/9001 (Option)	N/A	N/A
7002/9002	OMN	3.1, 3.2
7003/9003 (Option)	N/A	N/A
7004/9004	FMS	3.3.1-3.3.16, 3.4
7005 CDRLs	N/A	N/A

THIS SERVICE TASK ORDER'S PERIOD OF PERFORMANCE WILL CROSS OVER THE FISCAL YEAR IN WHICH FUNDS LEGALLY EXPIRE. THE TASK ORDER'S PERIOD OF PERFORMANCE CANNOT EXTEND BEYOND 1 YEAR AFTER THE AWARD DATE. PUBLIC LAW 10 U.S.C. 2410(A) APPLIES. THE TASK ORDER PERIOD OF PERFORMANCE CANNOT EXTEND PAST SEPTEMBER 29, 2020.

The capped Material Handling on Subs rate of 5% is incorporated in this task order.

Accounting Data

SLINID	PR Number	Amount
700201	130075605600003	██████████
LLA :		
AC 1791804 52CY 257 00520 056521 2D ITW1WG 05219RC0072Q		
Standard Number: N0005219RC0072Q		
PR: 1300756056-0001		
EXP: 9/30/2019		
NWA: 100001513106 0080		
700401	130075605600002	██████████
LLA :		
AB 97-11X8242 PAU4 253 71203 056521 2D 000100 9RCFS009FSS1		
Standard Number: N6002619RCFS009		
PR: 1300756056-0001		
EXP: 9/30/2019		
NWA: N6002619RCFS009		

BASE Funding 1041004.58  
Cumulative Funding 1041004.58

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.217-9203 EXERCISE OF OPTION

The Government, at any time after effective date of the task order, may require the Contractor to furnish the Option Items identified as a Base Year requirement in Section B for delivery at the time(s), place(s) and at the price(s) set forth herein. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent at any time during the option exercise dates listed below:

#### ITEMS

#### OPTION EXERCISE DATE

7000, 7001, 7003/9001, 9002, 9003, 9004                      From the date of task order award through one year.

### **REPUBLIC OF KOREA (ROK)- STATUS OF FORCES AGREEMENT (SOFA) CONTRACT CLAUSE INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status.

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Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could

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occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

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(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

**252.225-7976 Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)**

(a) *Definitions.* As used in this clause—

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

(1) Be a United States national;

(2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJI\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJI).pdf)

(3) Be present in Japan at the official invitation of the United States



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Government and solely for official purposes in connection with the United States Armed Forces;

(4) Not have SOFA Article XIV status; and

(5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:

(i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or

(ii) Possesses a security clearance recognized by the United States to perform his or her duties; or

(iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or

(iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or

(v) Is an employee of a military banking facility; or

(vi) Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

(1) Security considerations;

(2) The technical qualification of the contractors involved;

(3) The unavailability of materials or services required by United States standards; and

(4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

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*(b) General.*

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

(i) USFJ Instruction 64-100, Contract Performance in Japan;

(ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

(i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

(ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor's SOFA status upon consultation with the government of Japan.

(iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at [pacom.yokota.usfj.mbx.j023@mail.mil](mailto:pacom.yokota.usfj.mbx.j023@mail.mil). The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

(5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA covered contractor personnel, including dependents, in relation to offenses committed in

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Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(c) *Support.*

(1) *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.

(2) *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.

(i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.

(ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.

(iii) Contractor personnel who are issued a LOA shall maintain possession a DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.

(3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

(i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.

(iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in

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Japan.

(vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.

(vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other nonappropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.

(viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.

(ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(4) *Logistical Support.*

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

(A) Base Exchange, including exchange service stations, theaters, and commissary.

(B) Military banking facilities.

(C) Transient billeting facilities.

(D) Open mess (club) membership, as determined by each respective club.

(E) Casualty assistance (mortuary services), on a reimbursable basis.

(F) Emergency medical care, on a reimbursable basis.

(G) Dental care, limited to relief of emergencies, on a reimbursable basis.

(H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.

(I) Postal support, as authorized by military postal regulations.

(J) Local recreation services, on a space-available basis.

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(K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.

(L) Issuance of personal vehicle license plates.

(ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.

(5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—

(i) United States, host country, and third-country national laws;

(ii) Provisions of applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and

(ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

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(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoDHotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

(e) *Preliminary personnel requirements.*

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(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(iii) All such personnel performing in support of an applicable operation—

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

(B) Have received all required immunizations as specified in the foreign clearance guide.

(1) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

(v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such personnel, and dependents, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C.

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802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

(f) *Personnel data.*

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html); and

(v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) *Contractor personnel.*

(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

Attachment



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(i) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

(A) United States and host country laws;

(B) Treaties and international agreements;

(C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and

(D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph

(ii), below.

(ii) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

(h) *Protective equipment.*

(1) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.

(2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.

(3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Evacuation.*

(1) If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.

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(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(k) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

(l) *Mortuary affairs.* Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.

(End of clause)

#### **H-TXT-01 CONTRACTOR PICTURE BADGE**

(a) A contractor picture badge may be issued to contractor personnel by NIWC Atlantic Security Office (<http://www.public.navy.mil/spawar/Atlantic/Documents/ContactUs/SSCAtlanticVisitorGuide-Charleston.pdf>) upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at NIWC Atlantic prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract/order, the contractor shall forward to NIWC Atlantic Security Office (<http://www.public.navy.mil/spawar/Atlantic/Documents/ContactUs/SSCAtlanticVisitorGuide-Charleston.pdf>) a list of all unreturned badges with a written explanation of any missing badges.

#### **H-TXT-07 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED**

In performing this task order, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### **NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence 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 639,200 total 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.

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero (0) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. 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 task order.

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(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this task order 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 (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this task order shall be expended at an average rate of approximately 2,458 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this task order 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 task order 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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this task order, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this task order as follows:

$$\text{Reduction} = \frac{\text{Fee (Required LOE - Expended LOE) Fee}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this task order entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this task order.

(h) 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 task order. 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.

(i) 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 task order for the period. Within 45 days after completion of the work under the task order, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this task order may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to task order performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work 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 task order. 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

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equipment for task order performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

**REIMBURSEMENT OF TRAVEL COSTS—ALTERNATE II**

(a) Contractor Request and Government Approval of Travel

The estimated travel requirements under this order are listed in paragraph 11.0 of the Performance Work Statement. Any travel requirements under this order must be specifically requested in writing, by the contractor prior to incurring any travel costs. The Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR) prior to the contractor incurring any travel costs. The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor prior to the contractor incurring any travel costs.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this task order. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this task order. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the task order, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the task order, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this task order.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this task order per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

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(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the task order and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles. *In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).*

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles. *In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.*

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles. *In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).*

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles. *In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance*

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(24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).*

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

*In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.*

#### **H-TXT-25 CONTRACTOR IDENTIFICATION (MAY 2004)**

- a. Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- b. Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this task order.
- c. Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### **LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION**

(a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this task order. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this task order, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under

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their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(c) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

#### **H-TXT-26 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION**

Definition. As used in this text, "sensitive information" includes:

All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 2101-2107);

Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;

Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR). In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;

Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

The requirements of this text are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for

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access to Government Information Systems.

Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this text in all subcontracts that may require access to sensitive information in the performance of the contract.

Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

**NAWSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

(b) The parties contemplate that the Government will allot additional amounts to this task order from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

\*To be completed at task order award.

**5252.242-9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (NAVAIR)(FEB 2009)**

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (Class Deviation 2013-O0018). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the CPARS Policy Guide that is available at [/pdfs/CPARS-Guidance.pdfhttps://www.cpars.gov/cparsfiles](https://www.cpars.gov/cparsfiles).

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order- by-order basis [X] or total contract/agreement basis [].

**CLAUSES INCORPORATED BY REFERENCE**

**DATA RIGHTS**

The Government reserves unlimited rights, including all technical data, copyrights, distribution rights, and other rights for all intellectual property, documents, data or software developed in the performance of this task order. These rights will be governed under the following clauses, which are incorporated by reference, with the same force and effect as if they were given in full text.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)



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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE:

52.204-23 – PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

FAR 52.237-3 Continuity of Services (JAN 1991)

FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)

### **52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

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

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

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

### **52.219-6 Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003) (DEC 2018)**

(a) *Definition.* “Small business concern,” 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.*

- (1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end

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item of any domestic firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

- (i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;
- (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
- (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

**52.219-14 Limitations on Subcontracting (DEVIATION 2019-O0003) (DEC 2018)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition.* As used in this clause—

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) *Applicability.* This clause applies only to—

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and
- (3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Agreement.* By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for—

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract

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and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee	Class	Monetary Wage-Fringe Benefits
Administrative Assistant	(SCA 01020)	GS-7
Technical Instructor/Course Developer	(SCA 15095)	GS-9
Computer Systems Analyst III	(SCA 14103)	GS-12
Computer Systems Analyst I	(SCA 14101)	GS-9

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A CDRLs

Attachment 1 QASP

Attachment 2 DRAFT DD254