

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-15-D-8491		2. DELIVERY ORDER NO. J102		3. EFFECTIVE DATE 2016 Jul 21		4. PURCH REQUEST NO. Various		5. PRIORITY Unrated	
6. ISSUED BY NSWC, CORONA DIVISION Corona Division 2300 Fifth Street Norco CA 92878-5000 Christopher C Hainsworth/CT02/64267 951-393-5240				7. ADMINISTERED BY DCMA LOS ANGELES 16111 Plummer Street, Building 10, 2nd Floor North Hills CA 91343-2036		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		SCD: C	
9. CONTRACTOR VSolvIT, LLC 4171 Market St., Suite 2 Ventura CA 93003-8300		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G	
14. SHIP TO See Section D		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381		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 <input type="checkbox"/> 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.		17. ACCOUNTING 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	
VSolvIT, LLC		Payal Kamdar CEO		NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
DATE SIGNED (YYYYMMDD)		If this box is marked, supplier must sign Acceptance and return the following number of copies:		24. UNITED STATES OF AMERICA BY: /s/Sean E Foley		25. TOTAL		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN		28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		31. PAYMENT COMPLETE	
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:		PARTIAL		32. PAID BY	
f. TELEPHONE		g. E-MAIL ADDRESS		33. AMOUNT VERIFIED CORRECT FOR		FINAL		34. CHECK NUMBER	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL		FULL		41. S/R ACCOUNT NUMBER	
42. S/R VOUCHER NO.		43. BILL OF LADING NO.		44. S/R ACCOUNT NUMBER		45. S/R VOUCHER NO.		46. S/R VOUCHER NO.	

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 1 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

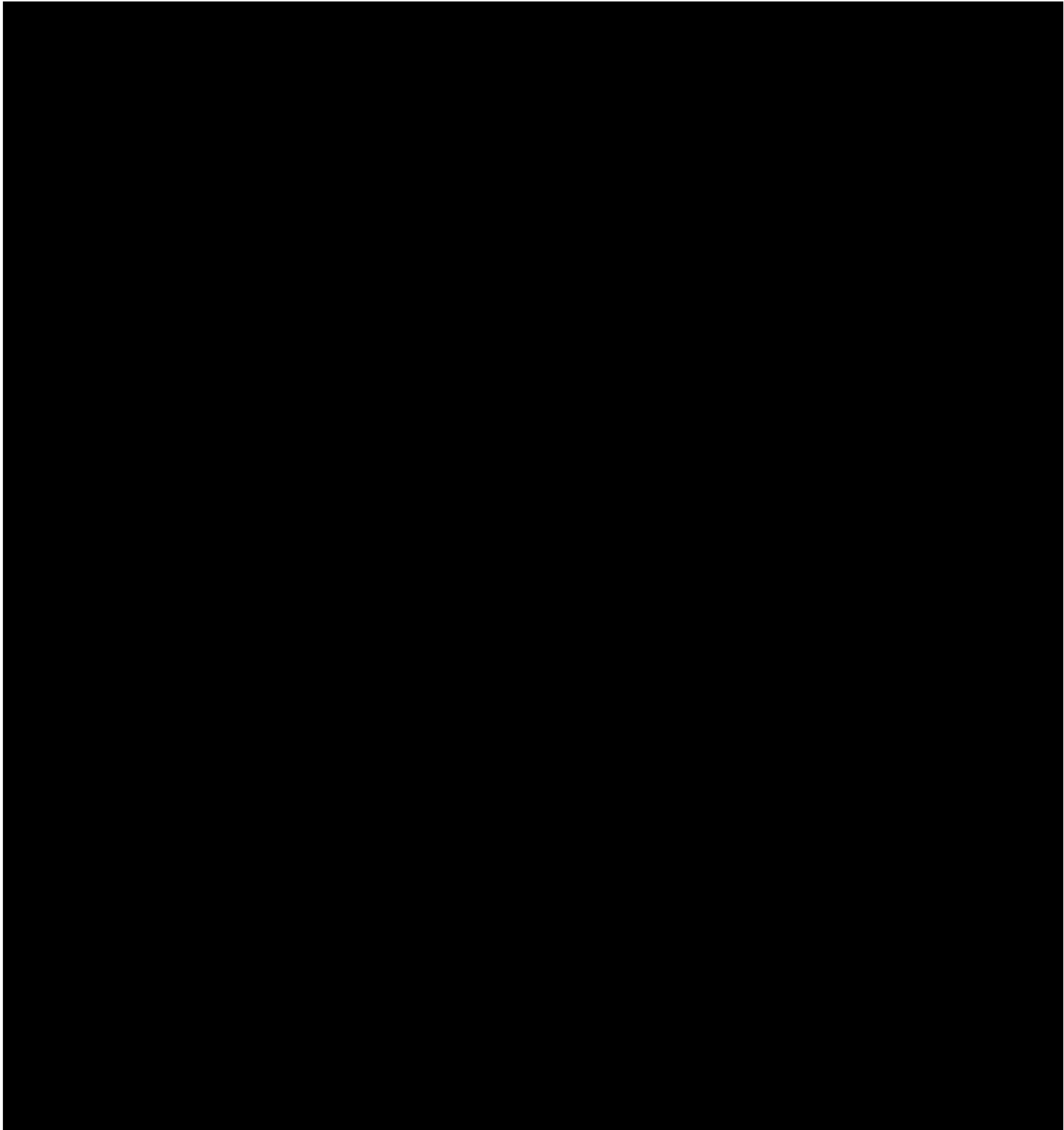
## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

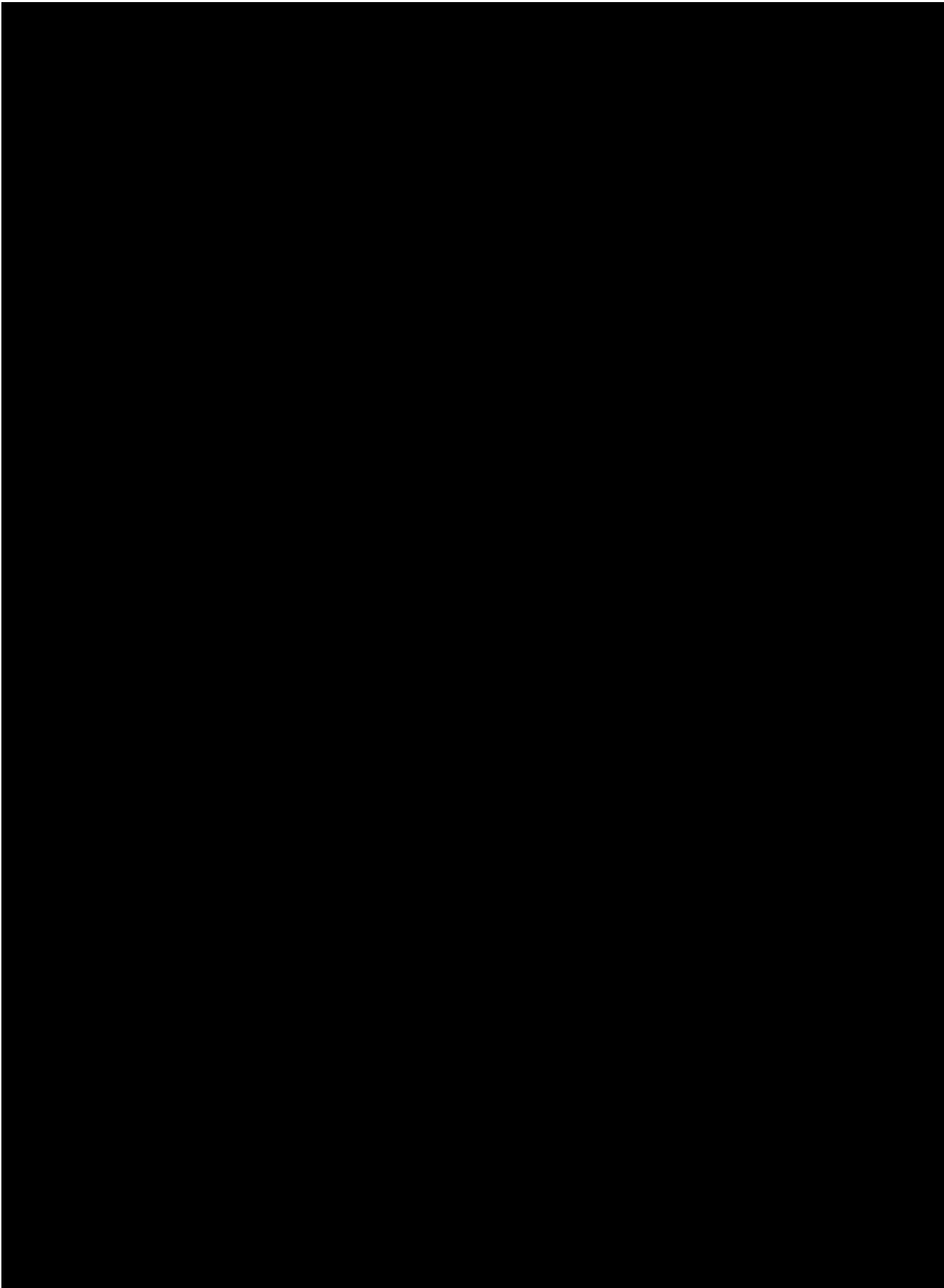
For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 2 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 3 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

NOTE A: PROPOSE WHOLE DOLLARS ONLY

NOTE B: BASE PERIOD ITEMS

The Base Period for CLIN's/SLIN's (7000 and 9000) will commence on the date(s) listed in Section F.

NOTE C: LEVEL OF EFFORT

For labor items, Offerors shall propose the labor hours specified in Section B to perform the requirements of the Statement of Work (SOW) for the period of performance specified in Section F. Offerors shall propose the labor categories and labor hour allocation within Attachment 9. The Payment of Fee(s) (Level of effort) clause applies to these items.

NOTE D: OPTION

Option item to which the Option clause listed in Section I (FAR 52.217-8 and 52.217-9) applies; and which is to be applied only if and to the extent said Option is exercised.

NOTE E: OTHER DIRECT COSTS

Offerors shall propose the Other Direct Costs specified below. These ODC estimates unburdened and must be included in Section B of the offer for all CLIN's. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offerors. These items are non-fee bearing CLIN's and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burden.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSE) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 4 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

(End of Text)

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

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

(End of Text)

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

Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto. Price for NSP items shall be included in the price of Labor CLIN(s).

(End of Text)

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

Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent

(End of Text)

**HQ-B-2-0011 NOTE (OVERTIME)**

Offer shall quote overtime rates only. An estimated amount for each support item shall be set forth in resulting contract or upon exercise of option(s), as applicable.

(End of Text)

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY)**

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) aid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 5 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

(End of Text)

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

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

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

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

(d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available,

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

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

(End of Text)

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

This entire contract is cost type.

CLINs 7000-7400 are Cost Plus Fixed Fee

CLINs 9000-9401 are Other than Direct Cost (ODC)(Fee is not authorized)

(End of Text)

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 6 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.1 INTRODUCTION

This Scope of Work (SOW) defines requirements tasks to provide Technical, Engineering, and Logistics support services to the Range Systems (RS) Department, Range Systems Management Branch (RS20) located at the Naval Surface Warfare Center (NSWC), Corona Division in Norco, California.

RS20 provides range data management and system support for Tactical Training Range (TTR) applications and databases that support United States Fleet Force (USFF), Commander Pacific Fleet (CPF) and Naval Strike and Air Warfare Center (NSAWC) requirements for accurate, concise and consistent data from Navy trainings ranges worldwide. The contractor shall provide data management and system support to include the design, development, operations and maintenance of TTR applications and databases including support for program data collection, entry, reporting and analysis of the Target and Ranges Information Management System (TRIMS), Range Information Management System (RIMS), and the Integrated Enterprise Management System (IEMS).

#### 1.1 Scope

The purpose of this SOW is to obtain IT technical services to support of the RS Applications that encompass an enterprise class implementation, and to support the underlying support efforts. The scope of products and services spans Cyber Security efforts, NMCI and purchasing support, project management support, financial management support, and data analysis support.

#### 1.2 Background

NSWC Corona RS20 Division is responsible for the maintenance and operations of range training instrumentation for the Navy Tactical Training Ranges (TTR). In support of these duties, RS20 operates and supports various databases that collect range information for analysis, which is used by its sponsors to coordinate Fleet training requirements and budgets.

The databases are: the Target and Ranges Information Management System (TRIMS), the Integrated Enterprise Management System (IEMS), and the Range Information Management System (RIMS). RS20 requires support in maintaining these systems, updating and adapting the software, ensuring the security of the hardware and software, and associated logistical support.

#### 1.3 Places of Performance

The place of performance for the work in this contract is primarily at NSWC Corona. Occasional travel to alternate offsite work locations may be required. One full time Engineering Technician 4 and One full time Non-DOL Computer Programmer 4 will be required to be at NAS Fallon Nevada.

## 2.0 APPLICABLE DIRECTIVES

Federal Standards: The contractor is required to adhere to the most recent standards and guidelines specified in the task order and the basic contract when applicable. In the absence of named standards, Department of the Navy (DON) standards, applicable Federal Information Processing Standards (FIPS), and broadly accepted professional standards shall prevail as related to the associated industries within the task identified in Section 5.0. The following standards and guidelines apply to this task order.

OPNAVINST 3110.18T	Navy Target Allocation and Reporting Program
COMFLTFORCOMINST 3624.1G	Reporting Procedures for Targets and Ranges Information Management System (TRIMS) Data
OPNAV Instruction 5510.60M	Security Regulations for Offices under the Cognizance of the Chief of Naval Operations.
SECNAVINST 5211.5E	Department of the Navy Privacy Program
OPNAV 5300.23	Occupational Safety & Health Administration (OSHA)
OPNAVINST 5090.1C	Navy Environmental and Natural Resources Program Manual
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 7 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

SECNAV M-5510.30	Navy Security Regulations
NAVFACINST 11010.45	Regional Planning Instruction
OPNAV Instruction 3110.18	Navy Target Allocations and Reporting Program
DoD Instruction 5000.64	Accountability and management of DoD Owned Equipment and other Accountable property (2 Nov 2006).
DOD 8510.01	Risk Management Framework (RMF) for DoD Information Technology (IT) 12 March 2014
DOD 8500.01	Cybersecurity 14 March 2014
CNSS-1253	SECURITY CATEGORIZATION AND CONTROL SELECTION FOR NATIONAL SECURITY SYSTEMS 15 March 2012
NIST SP 800-37	Guide for Applying the Risk Management Framework to Federal Information Systems Revision 1 February 2010
DOD 8570.01	INFORMATION ASSURANCE TRAINING, CERTIFICATION, AND WORKFORCE MANAGEMENT
SECNAV M-5239.2	DEPARTMENT OF THE NAVY INFORMATION ASSURANCE (IA) WORKFORCE MANAGEMENT MANUAL
SECNAVI 1543.2	CYBERSPACE/INFORMATION TECHNOLOGY WORKFORCE CONTINUOUS LEARNING
NAVADMIN 250/14	SUBJ/NAVY CYBERSECURITY WORKFORCE CREDENTIALS
DEPT OF NAVY COOL	Credentialing Opportunities On-Line (COOL)
MCBUL 5239	MARINE CORPS CERTIFICATION AND ACCREDITATION PROCESS (MCCAP) VALIDATOR REQUIREMENTS
OMB A-130	Appendix III to OMB Circular No. A-130 – Security of Federal Automated Information Resources
CNSS-1253	SECURITY CATEGORIZATION AND CONTROL SELECTION FOR NATIONAL SECURITY SYSTEMS 15 March 2012
DOD 8510.01	Risk Management Framework (RMF) for DoD Information Technology (IT) 12 March 2014
DOD 8500.01	Cybersecurity 14 March 2014
OPNAVINST 5239.1C	NAVY INFORMATION ASSURANCE PROGRAM
SECNAVINST 5239.3B	DEPARTMENT OF THE NAVY INFORMATION ASSURANCE POLICY
MCO 5239.2A	MARINE CORPS CYBERSECURITY PROGRAM (MCCSP)
SECNAV M-5510.30	NAVY SECURITY REGULATIONS
SECNAV M-5510.36a	DEPARTMENT OF THE NAVY (DON) INFORMATION SECURITY PROGRAM INSTRUCTION
OPNAVI 5510.60M	Security Regulations for Offices under the Cognizance of the Chief of Naval Operations.
DOD Directive 1000.25	DOD Personnel Identity Protection (PIP) Program
DOD Directive 5400.11	DOD Privacy Program
SECNAVINST 5211.5E	Department of the Navy Privacy Program
DOD Directive 5015.2	DOD Records Management Program
OPNAVINST 5210.20	Navy Records Management Program
(NAVFAC) P-80	Facility Planning Criteria for Navy/Marine Corps Shore Installations, Naval Facilities.
NAVFACINST 11010.45	Regional Planning Instruction
NAVSUP P484	Industrial Security Facilities Database (ISFD)
NSWCCORDIVINST 5530.4D	Use of Portable Electronic Devices on Navy Property
OPNAV 5300.23	Occupational Safety & Health Administration (OSHA)
OPNAVINST 5090.1C	Navy Environmental and Natural Resources Program Manual
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
DOD Instruction 5000.64	Accountability and management of DoD Owned Equipment and other Accountable property (2 Nov 2006).
DOD Instruction 8551.01	Ports, Protocols, and Services management
DOD 8140.01	Cyberspace Workforce Management Directive 11 AUG 2015



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 8 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

DISA – IASE Information Assurance Support Environment

Assured Compliance Assessment Solution (ACAS) 4.6, 4.7

### **3.0 REQUIREMENTS**

The contractor will provide the necessary labor and skill and knowledge mix to support in technical capability areas executed by the as defined in Technical Instructions (TI) develop desired capabilities listed herein.

The contractor must provide personnel with proper licenses, certifications and training required by federal, state and local laws and regulations. The contractor must be responsible to provide training necessary to ensure that the personnel performing under this contract maintain the proper licenses, certifications and training required by federal, state and local laws and regulations.

#### **3.1 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center, Corona Division, Range Systems Department via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are: W, Lease/Rental of Equipment; X, Lease/Rental of Facilities; Y, Construction of Structures and Facilities; S, Utilities ONLY; V, Freight and Shipping ONLY.

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

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

#### **3.2 TASK 1 – SYSTEM SUPPORT**

The contractor must support fielded systems in accordance with government requirements. It includes providing ongoing cyber security support, operational support, periodic maintenance of equipment and troubleshooting failures.

##### **3.2.1 Operate Help Desk**

The contractor must provide distance support of government owned information systems. The contractor must receive calls for support via telephone, email and web based applications, provide account management, coordinate and provide distance training, and assist in troubleshooting remote systems and access.

##### **3.2.2 Software Support Services**

The contractor shall maintain and update government developed and COTS software configurations and systems. The contractor shall develop CDRLs A001 Database Design Documentation, A002 Software Requirements Specifications, A003 Software Design Description, A004 Software User Manual, and A012 Software Development Plan.

##### **3.2.3 Maintain and Modify Government Developed Software**

The contractor must update and maintain systems, languages, and application software that requires a fundamental understanding of the following concepts:

- a. Client/Server Architecture
- b. Database design, management, administration, and programming
- c. TCP/IP Sockets and socket programming
- d. Thin and zero footprint client implementations
- e. Interaction between hardware and programming protocols
- f. Database interfaces within, and outside, system accreditation boundaries

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 9 of 48	FINAL
----------------------------------	----------------------------	-----------------	-------

### **3.2.4 Maintain and Modify COTS Configurable Software**

The contractor must update and maintain systems using COTS applications and software. This support consists of the following capabilities

- a. Web enabled applications with application servers and web servers
- b. MS SQL Server/Oracle Database design, management, administration, and programming
- c. COTS Enterprise level Computerized Maintenance Management System (CMMS) configuration
- d. Microsoft SharePoint configuration, development, and interfacing
- e. Java/Eclipse BIRT/Visual Studio competency
- f. PKI/PKE Authentication configuration
- g. Remote system administration using Citrix and Remote Desktop Services
- h. Database interfaces within, and outside, system accreditation boundaries

### **3.2.5 Maintain and Update Government Software Documentation**

The contractor must maintain and update the software help files (electronic and hardcopy format) for government developed software to provide the end user an understanding on how to implement the functionality of the government developed software. It requires an understanding of help file structures and formats.

### **3.2.6 Maintain and Update Government SYSTEM Documentation**

The contractor must maintain and update the system documentation (electronic and hardcopy format) for government developed software systems and COTS software systems to provide the administrators, developers, and end user an understanding on how to implement the functionality of the systems.

### **3.2.7 Test Government Developed Software**

The contractor must test Government developed software to ensure system compatibility, Cyber Security Posture and operational functionality. The contractor shall provide CDRL A005 Software Test Report.

### **3.2.8 Provide System Administration of Government Cyber Systems**

Provide systems administration, maintenance, and operation of the TRIMS, RIMS, and IEMS. The systems consist of TRIMS; SQL Server database, Windows Operating System (OS), Windows Internet Information Services (IIS) and NET environment, RIMS; Oracle database, Windows Operating System (OS), Windows IIS, Personnel Homepage-Hypertext Preprocessor (PHP)/Java script web services range database hardware and software, and IEMS; Oracle database, IBM Websphere Application Server, Maximo Asset Management application, SQL Server database, SharePoint Server, and Windows IIS.

Install, configure, troubleshoot, and maintain the operating systems environment including systems servers and operating systems software on which applications programs run to ensure the availability and functionality of systems. IEMS resides in a Navy Enterprise Data Center in San Diego, CA. No operating system responsibilities are required.

Provide system updates, and system support for the TRIMS, and IEMS applications and databases and the RIMS application and database located at NSWC, Corona offices at NAS Fallon.

Provide TRIMS/RIMS technical support to users and personnel accessing database applications that need technical assistance and training in applying and operating hardware and software systems.

System maintenance may be required after-hours and weekends to minimize disruption of services.

### **3.2.9 Software Engineering Support**

The contractor shall define a software development approach appropriate for the computer software effort to be performed under this solicitation. This approach shall be documented in a Software Development Plan (CDRL A012). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort.

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 10 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

The SDP shall define the offeror's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/ EIA Std. 12207.0. The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based on the work content of this solicitation. In accordance with the framework defined in IEEE/ EIA Std. 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/ EIA Std. 12207 does not prescribe how to accomplish the task, the offeror must provide this detailed information so the Navy can assess whether the offeror's approach is viable.

The SOP shall contain the information defined by IEEE/ EIA Std. 12207.1, section 5.2.1 (Generic Content) and the Plans or Procedures in Table I of IEEE/ EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, as a minimum, specific standard, methods, tools, actions, strategies, and responsibilities associated with development and qualification.

### 3.3 TASK 2 – CERTIFICATION AND ACCREDITATION (C&A) AND CYBER SECURITY SERVICES

The contractor workforce shall support information security and assurance compliance; provide full and complete compliance with DoD 8500.01E Information Assurance Directive, SECNAVINST M-5510.36A Information Security Program Instruction, and DoD 8140.01 Cyberspace Workforce Management Directive. The contractor shall provide cyber studies, evaluations, maintain security compliance for government managed and maintained systems. This task requires certification and participation in the Cyber Security Work Force (CSWF) as an Information Assurance Technician (IAT) level 2 with an IT-1 position sensitivity classification.

The contractor shall deliver all DOD Information Assurance Certification and Accreditation Process (DIACAP) and Risk Management Framework (RMF) data in accordance with CDRL A011.

The Contractor shall manage C&A activities to obtain and maintain Authority to Operate (ATO) and IA compliance for systems in table 1. The Contractor shall provide management oversight to monitor and schedule resources throughout the entire C&A process and shall provide management oversight to maintain IA compliance. For more information regarding TRIMS, IEMS and RIMS, please see attachment 4 in Section J.

Application	Site	Mission Assurance Category (MAC) Integrity/Availability	Confidence Level (CL)	eMASS ID	DADMS ID
TRIMS	NSWC Corona	Level III Basic/Basic	Sensitive	140	45749
IEMS	Naval Enterprise Data Center (NEDC)	Level III Basic/Basic	Sensitive	538	N/A
RIMS	NAS Fallon	Level III Basic/Basic	Sensitive	487	45621

#### 3.3.1 Provide Certification & Accreditation (C&A) Support

The contractor shall provide C&A support. C&A includes all actions required to Certify and Accredit DOD Information Systems (IS) in accordance with the DOD Risk Management Framework (RMF) methodology. This includes;

- a. Providing support to categorize the IS and register in appropriate repository such as the Navy Enterprise Mission Assurance Support Service (eMASS)
- b. Assisting with the development of IS Security Plan
- c. Implementing controls and solutions consistent with RMF guidance such as
  - Tactics, Techniques and Procedures (TTPs)
  - Security Technical Implementation Guides (STIGs)
  - Command Task Orders (CTO) instructions
- d. Documenting security controls, physical controls, and environmental controls in a RMF package
- e. Generating drawings (boundary, data flow, network, topology) as required
- f. Conducting discovery and vulnerability scans using appropriate tools
- g. Reading, Reviewing, analyzing, and submitting scan results to appropriate repository
- h. Conducting preliminary self-assessments and providing inputs to mitigate known vulnerabilities
- i. Input all C&A documentation, vulnerability scan results, and other supporting artifacts into the appropriate

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 11 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

online repositories.

### 3.3.2 Support Independent Verification & Validations (IV&V)

The contractor shall support the government in conducting inspections and system audits as directed. This includes;

- a. Providing support and inputs used to generate test plans
- b. Providing support and participates with test plan execution
- c. Compiling test plan results and provides inputs for a Risk Assessment Report
- d. Executing compliancy scans and providing input to lead auditor
- e. Conducting a test plan and documenting results using one the following methods
  - Interviewing
  - Testing
  - Observing
- f. Inputting results into online repositories
- g. Providing input to an overall risk assessment based on the results
- h. Providing Patch management

### 3.3.3 Support Post Accreditation Activities

The contractor shall modifying, update, or validate the RMF package to ensure that the package is a true representation of the security posture and has not changed since the original Authority to Operate (ATO) was issued. This includes;

- a. Monitoring the IS for system updates and modifying the information in the repository as required
- b. Ensuring that the System Security Posture is maintained as per the Security Plan
- c. Implementing Controls and Solutions consistent with RMF guidance
- d. Modifying and updating the documentation to reflect changes in the technical, physical, and environmental controls within the RMF package
- e. Modifying and updating drawings (boundary, data flow, network, topology) as required
- f. Conducting vulnerability scans using appropriate tools as required
- g. Reading, Reviewing, analyzing, and submitting scan results to the appropriate repository
- h. Providing insight, offering solutions, and mitigation strategies to the system owner
- i. Providing Patch updates
- j. Installing and testing Patches
- k. Distributing approved images or update packages

### 3.3.4 Configure IA-Enabled Devices

The contractor must configure and setup Information Assurance (IA) enabled devices in accordance with the Security Technical Implementation Guides (STIGS) or other government provided documentation. The contractor must provide configuration printouts, or scan results to ensure that all IA enabled devices are compliant.

## 3.4 TASK 3 – DATA MANAGEMENT

The contractor must provide data management support for program data collection, entry, and reporting. The contractor shall provide all necessary services for task completion of the following services:

### 3.4.1 Develop and Issue Utilization Reports

The contractor must develop, issue, and deliver utilization reports.

- a. Capture, store, process, analyze, manage, and present TTR range utilization information and data.
- b. Annual TRIMS Utilization Report, (Section J, Exhibit A, CDRL A006) in accordance with CINCPACFLTINST 3624.1G

### 3.4.2 Maintain impact and ordnance database

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 12 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

Establish, integrate, share, utilize, and maintain target and ordnance impact data for NSWC, Corona located at NAS Fallon utilizing the ArcGIS Geographical Information System (GIS) technologies and tools. To include:

- a. Capture, store, process, analyze, manage, and present geographic information and data.
- b. Relate information from different data sources and convert existing information into GIS compatible, recognizable form and use.
- c. Capture, store, process, analyze, and manage spatial data and analysis for range management, for the release and disposal of ordnance to support target insertions

### **3.4.3 Support NMCI Assistant Contract Technical Representative (ACTR)**

The contractor must assist the ACTR in seat management for the Navy-Marine Corps Intranet, including:

- d. Creation of NET user accounts
- e. verifying monthly NMCI costs
- f. NET ordering support
- g. preparation of requests for local Moves/Add/Changes (MACs)

## **3.5 TASK 4 – PROJECT ANALYSIS**

The contractor must support government efforts in developing project, department, and division metrics for management and business control.

### **3.5.1 Financial data support**

The contractor must coordinate with Government to perform the following tasks:

- a. Extract financial data from Government financial databases
- b. Capture, store, process, analyze, manage, and present financial data
- c. Provide a weekly Funds Summary reports.Exhibit (1) see A007

### **3.5.2 Manage Financial Logs**

The contractor must collect and enter financial data into the RS20 Budget Management for Ranges (BMR) system and other RS financial databases/spreadsheets pertaining to range and project budget plans, project funding, and execution.

### **3.5.3 Develop Management Controls**

The contractor must provide data reports and presentations of performance and operations metrics.

- a. Coordinate with engineers, project managers, and technical personnel for highlights and activity reports; collect, analyze, and report department metrics and updates; and perform analytics on data collected from RS data systems for the development of division and branch metrics.
- b. Coordinate department responses to Command data calls.
- c. Assist Department Head in special studies and prepare briefs typically focusing on financial execution, employee surveys, customer surveys, department informational briefs, and initiatives identified by Department Head.
- d. Participate in Command teams as a department representative coordinating responses with Department Head.
- e. Collaborate with department Division Heads, Administrative Officer, Department Budget Analyst and Department Assistant.

### **3.5.4 Project Coordination Support**

The contractor must support coordination of project management efforts

- a. Coordinate with project managers to support procurement and acquisition requirements development
  - a. Develop, maintain, track, update, and closeout project schedules and tasks based on materials and requirements supplied by the project manager
  - b. Develop project documentation to including:

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 13 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

- i. Statement of Work (SOW)/Performance Work Statements (PWS)
- ii. Unique Material Master (UMM) list development
- iii. Development of Bill of Materials (BOM)
- iv. Conduct market research and develop contract line item costs
  - v. Complete Procurement Request (PR) forms
- vi. Develop Navy Information Dominance Approval System (NAV-IDAS) IT purchase approvals.
- c. Support project closeout activities
  - i. Verify delivery and receipt of project materials at local and remote sites
  - ii. Receive project closeout documents, to include, but not limited to customer acceptance letters and contractor completion checklists

### 3.6 TASK 5 – SHIPPING SUPPORT

#### 3.6.1 Coordinate Government Shipping Support

The contractor must coordinate the shipping process to transport Government property to and from project locations using the appropriate Government Shipping Activity. Shipping support includes:

- a. Staging materials for shipment
- b. Delivering, receiving, and handling shipments to and from Government shipping facilities
- c. Contact, schedule, and arrange for receiving, offloading, and storage with destination location(s)
- d. Operate and transact in ERP and other Government databases to document property movement
- e. Obtain signatures for custody of shipment

#### 3.6.2 Coordinate Urgent Commercial Shipping

In cases where Government shipping is unavailable, the contractor must obtain and manage shipping services through commercial carriers (e.g., FEDEX, UPS, and DHL).

- a. Staging materials for shipment
- b. Delivering, receiving, and handling shipments to and from commercial service providers
- c. Contact, schedule, and arrange for receiving, offloading, and storage with off-site location
- d. Operate and transact in ERP and other Government databases to document property movement
- e. Obtain signatures for custody of shipment

### 3.7 Monthly Status Reports

The contractor shall deliver a monthly Program Status and Management Report as CDRL A008, and a monthly Financial Status and Cost Report as CDRL A009.

## 4.0 DELIVERABLES

Deliverables under this contract shall be provided in accordance with “DON Policy on Digital Product/Technical Data,” ASN RD&A MEMO of 23 Oct 04 and shall be provided in accordance with the Contract Data Requirements Lists, (CDRL, DD Form 1423 and supporting Data Item Descriptions (DIDs)).

Sub Task	Document Description	Standard
3.2.2	A001 Database Design Documentation	DI-IPSC-81437A
3.2.2	A002 Software Requirements Specifications	DI-IPSC-81433A
3.2.2	A003 Software Design Description	DI-IPSC-81435A
3.2.2	A004 Software User Manual	DI-IPSC-81443A
3.2.7	A005 Software Test Report	DI-IPSC-81440A
3.4.1	A006 TRIMS Annual Report	OT-11-20070
3.5.1	A007 Financial Status Report - Weekly Cost Report	DI-FNCL-80331A
3.7	A008 Program Status & Management Report Program Milestones	DI-MNGT-80277
3.7	A009 Financial Status and Monthly Cost Report	DI-FNCL-80912
6.2	A010 Contractor Roster	DI-MNGT-81834A

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 14 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

3.3	A011 DIACAP and RMF Deliverable Data	DI-MGMT-8200
3.2.2	A012 Software Development Plan	DI-IPSC-81435A

## 5.0 GOVERNMENT FURNISHED EQUIPMENT/FACILITIES

Government available equipment may be used by the contractor if available and with government consent.

## 6.0 SECURITY

### 6.1 Security Clearances and Investigations

All personnel shall obtain and maintain background investigations and clearances appropriate to support contract performance. Clearances shall be maintained for the duration of this procurement. Personnel unable to successfully obtain or maintain an appropriate investigation or necessary clearance will immediately, upon notification from Facility Security Officer (FSO), be expected to vacate the installation or performance location. The department manager, COR and security office will also be notified of any such vacancy.

### 6.2 Contracting Personnel Rosters

Contractor will provide government a personnel roster of all Prime and Subcontractor personnel and submit to the COR and Security via e-mail utilizing the following distribution address: [CRNA\\_Contractor\\_Rosters@navy.mil](mailto:CRNA_Contractor_Rosters@navy.mil)

no later than 20 business days following award and shall be updated with the monthly personnel listing deliverable and when personnel changes occur as CDRL A010. A preferred template example not containing PII is available from the SME or security office.

### 6.3 Subcontracting

Contractor will immediately notify the COR of any subcontracting.

### 6.4 General Security Compliance

Contractor personnel shall comply with all DoD, DoN, NAVSEA, NSWCCORDIV, and other performance location's security instructions, policies, procedures and guidance. These requirements apply both on and off Government property at NSWC Corona, remote sites or travel destinations, to include any established check-in / check-out procedures of personnel occupying Government facilities.

### 6.5 System Authorization Access Request (SAAR-N)

The Contractor shall complete/sign Classified and Unclassified User Authorization Agreements as applicable, using OPNAV 5239/14 SAAR-N forms, and Privileged Access Agreements. Contractor personnel shall complete the DOD Annual Information Awareness training prior to being granted access to Government IT systems and must indicate on the OPNAV 5239/14 SAAR-N, the IA training completion date. The Contractor shall submit a copy of their IA training certificates to the NSWCCORDIV SME.

### 6.6 Security Inspections

Security Inspections (to include Industrial) will occur a minimum of once per year. Department Manager and FSO will be informed of results. Inspections will also typically involve interaction with 2-3 Contractor employees. Brief unannounced spot-checks of department occur throughout the year and are at the discretion of the Government.

### 6.7 Foreign Interests

Contractor with defined Foreign Interests (a Facility that is owned, controlled, or influenced by foreign interests) will ensure adherence to DoD and Navy regulations. Full disclosure to the Corona Contracting Officer, SME and security office is mandated.

### 6.8 Training

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 15 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

Personnel will participate in Annual Security Refresher Brief, New Employee Security Brief, and Annual Counter-Intelligence Brief. FSO will be given initial orientation training either in person or electronically of installation concept of operations as relative to the contract.

### **6.9 Emergency Management**

Employees are expected to register Regional (AtHoc) Emergency Notification System. Contractor will follow Corona emergency preparedness and antiterrorism protocol during designated command emergencies and declared threat conditions.

### **6.10 Common Access Cards (CACs)**

CAC issuance is at the discretion of the Government and will only be to personnel who meet at least one of the three following criteria:

- a. The individual requires both access to a DoD facility and logon access to DoD networks on site or remotely.
- b. The applicant requires remote access to DoD networks that use only the CAC logon for user authentication.
- c. The applicant requires frequent access to a DoD network to perform volunteer duties (volunteers only).

### **6.11 Government Facilities**

Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access at any time. In each instance when employees no longer work for a company due to circumstances favorable or unfavorable, the FSO shall ensure the prompt return of the following materials:

#1. Government-owned keys to desks, offices, etc.

#2. CAC, except for CACs issued to retired military personnel and retired civil servants on that basis.

#3. Government Furnished Equipment (GFE) and Government Furnished Information (GFI), with special attention to Information Technology (IT) equipment, Critical Information (CI), and Critical Program Information (CPI). In executing the provisions above, the Contractor may collect the materials listed in that paragraph and return them to the custody of an appropriate Government employee or direct the Contractor employee to surrender these items to the security office, whichever is appropriate to the circumstances.

### **6.12 Isolated Personnel Reporting**

Contractor personnel traveling overseas shall contact the Antiterrorism Officer and if required, complete all mandated Foreign Travel requirements.

### **6.13 Information Protection**

Information protection will occur as per any applicable governing directives.

### **6.14 Contractors Access to the NMCI**

Contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign appropriate IA forms required to be granted continued access to Government information technology networks. All IA security concerns will be directed to the Information Assurance Manager.

### **6.15 Operations Security**

Background, Operations Security (OPSEC) is a process for protecting unclassified sensitive information from exploitation by an adversary. Sensitive unclassified information – which is also referred to as CI or CPI – is defined as information that is not classified but which needs to be protected from unauthorized disclosure. Examples are information labeled “For Official Use Only (FOUO),” proprietary information, contractor sensitive information, limited distribution information, and Personally Identifiable Information (PII).

### **6.16 OPSEC**



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 16 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

The contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the CI List (see below) paragraphs and CPI List, if applicable. The prime contractor and all subcontractors shall employ the countermeasures listed below in order to protect that information. Additional countermeasures may be employed as necessary. If an OPSEC Plan is provided, the contractor and all subcontractors shall comply with that plan. These OPSEC requirements will be in effect throughout the life of the procurement from award through the conclusion of services at the end of the Period of Performance (PoP) or other procurement termination. If required, the contractor and all subcontractors shall prepare an OPSEC Plan.

#### **6.16.1 OPSEC General Compliance**

Contractor personnel shall follow OPSEC concepts and principles in the conduct of this requirement to protect CI, personnel, facilities, equipment and operations from compromise. The contractor shall consult with the COR within 5 working days of receipt of order to determine all special circumstances affecting OPSEC under this requirement. In any case where there is uncertainty or ambiguity regarding OPSEC measures, the contractor shall consult the COR as soon as possible. If the COR is unavailable, the contractor shall consult the contracting officer instead. The prime contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC requirements.

#### **6.16.2 Minimum Protection Requirements**

CI is exempt from public release under Exemption 2 of the Freedom of Information Act (FOIA). It is designated "For Official Use Only (FOUO)" and is considered controlled unclassified information. Specific Critical Program Information, for reasons of OPSEC will not be identified to offerors prior to award. CPI will be identified to the successful offeror only after receipt of order.

#### **6.17 Personally Identifiable Information (PII)**

PII will be protected in accordance with DoD and Navy directives, in such a manner as to prevent unauthorized disclosure. Email containing PII must be encrypted.

#### **6.18 Controlled Unclassified Information (CUI)**

CUI is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order(s), but is pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

##### **6.18.1 Minimum Requirements for Access to CUI**

Prior to access, Contractor personnel requiring access to DoN CUI or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or Contractor entity representative for a suitability determination by DoN Central Adjudication Facility.

##### **6.18.2 Minimum Protection Requirements for CUI**

Contract deliverables taking the form of unclassified limited distribution documents (FOUO), are not authorized for public release and therefore shall not be posted on a publicly accessible web server, nor electronically transmitted via electronic mail unless appropriately encrypted.

#### **6.19 Countermeasures**

Countermeasures to CI exploitation are required to negate the susceptibility of critical information to exploitation by

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 17 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

an adversary or competitor. The contractor shall protect all CI listed in a manner appropriate to the nature of the information, including use of the necessary countermeasures as listed below applicable to specific items.

- a. Encryption of electronically-stored CI.
- b. Encryption of e-mail containing CI.
- c. Storage of hard copy CI, optical media and external hard drives in locked containers when not in use.
- d. Transmission of CI to the minimum set of recipients with a need to know.
- e. Proper marking of CI with warnings to include at a minimum "FOR OFFICIAL USE ONLY"; as appropriate to the nature of the CI it shall also be marked with "UNCLASSIFIED BUT SENSITIVE," "PRIVACY ACT INFORMATION," "PERSONALLY IDENTIFYING INFORMATION," "PROTECT FROM UNAUTHORIZED DISCLOSURE" or other similar statements cautioning protection of the CI.
- f. Restricting disclosure of CI at meetings and conferences (including teleconferences) to the minimum necessary to the performance of this requirement.
- g. Immediate and appropriate destruction in a manner precluding reconstruction of all CI no longer needed under this requirement.
- h. Restricting verbal discussion of CI to venues and circumstances that prevent the monitoring and interception of the discussion by unauthorized personnel.
- i. Maintaining current, successful completion of Navy-mandated Information Assurance (IA) and OPSEC training by all personnel handling CI.
- j. Refraining from the use of unencrypted cellular telephones to transmit CI.
- k. Refraining from the use of foreign postal systems to ship CI.
- l. Promptly retrieving documents containing CI printed on printers accessible by persons without a need to know the CI.
- m. Use of cover pages or other appropriate means to prevent the viewing of CI by unauthorized persons.
- n. Limiting the inclusion of CI in contract and budget documents, presentations, press releases and other publications to that which is essential to the performance of this requirement.
- o. Use of protected databases and strong passwords and the protection of user identifications (UserIDs).
- p. During test and evaluation events (as applicable to this requirement) practice OPSEC methodologies with respect to staging units, personnel and materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.

## **6.20 Compromise**

The Contractor shall notify the COR, FSO, and security office immediately of all known and suspected compromises of CI, classified information, or PII. If the COR cannot be reached, the Contractor shall notify the Contracting Officer (or the Command Duty Officer if after normal work hours).

## **6.21 Access Briefings**

FSO will provide any necessary access briefings required for contract performance (NATO, CNWDI, etc.).

## **6.22 Couriering**

N/A

## **6.23 Classified Information Performance Locations**

N/A

## **6.24 Subcontractors DD254 Requirements**

N/A

## **7.0 SAFETY**

### **7.1 ON SITE SAFETY AWARENESS**

In accordance with 29 CFR 1925 Safety and Health Standards for Federal Service Contracts, the contractor company shall strictly adhere to Federal Occupational Safety and Health Administration (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements. OSHA Directive CSP

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 18 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

03-01-003 Voluntary Protection Programs (VPP) Policies and Protection Manual defines contractors into two categories.

- a. Applicable Contractor. A contractor whose employees worked at least 1,000 hours for a VPP participant in any calendar quarter within the last 12 months and are not directly supervised by the applicant/participant.
- b. Nested Contractor. Reference (a) does not specifically define this term. However, in discussing injury and illness data requirements for contractors, the OSHA guidance states that “nested contractors... are supervised by host site management”, and “are regularly intermingled with the owner’s employees and under direct supervision by management”.

In accordance with OPNAVINST 5100.23(series) and OSHA Directive CSP 03-01-003, our command is to ensure that all contractor employees have read the NSWC Corona Divisions document entitled, “Commanding Officers Occupational Safety and Health Policy Statement” and “Occupational Safety and Health Administration (OSHA) Voluntary Protection Programs (VPP) document” within 30 days of commencing performance. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional assistance/options.

In accordance with OPNAVINST 5100.23(series) and OSHA Directive CSP 03-01-003, our command is to ensure that all nested contractor employees completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWC Corona Division. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional assistance/options.

(d) In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, the contractor company shall certify that all contractor employees have read the NSWC Corona Divisions document entitled “Commanding Officers Occupational Safety and Health Policy Statement” and “Occupational Safety and Health Administration (OSHA) Voluntary Protection Programs (VPP) document” and all nested contractor employees have taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NSWC Corona Division. This can be accomplished by sending an e-mail to their Contracting Officer Representative (COR) or Subject Matter Expert (SME) with a copy to Environmental, Safety and Health (ESH) Program Office (Code 013) ([joseph.edgman@navy.mil](mailto:joseph.edgman@navy.mil)). The document/e-mail shall include the employees name, work site, and contract number.

In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, the contractor company shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWC Corona Division to their Contracting Officer Representative (COR) or Subject Matter Expert (SME) with a copy to Environmental, Safety and Health (ESH) Program Office for review by the ESH Manager (Code 013).

In accordance with 29 CFR 1904 Standards for Recording and Reporting Occupational Injuries and Illness, the contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are posted immediately upon commencing performance and at intervals as required by CFR.

In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, require Contractor Company to provide quarterly reports of recordable cases and hours worked so that site OSHA recordkeeping personnel can calculate and monitor contractor TCIR/DART rates. Only include cases and hours for work performed at the VPP participant’s site.

In accordance with OPNAVINST 5100.23(series) and OSHA Directive CSP 03-01-003, the applicable contractor company shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWC Corona Division to their Contracting Officer Representative (COR) with a copy to Environmental, Safety and Health (ESH) Program Office for review by the ESH Manager (Code 013).

In accordance with 29 CFR 1904 and OSHA Directive CSP 03-01-003, the contractor shall report all work-related injuries/illnesses that occurred while working at NSWC Corona Division to their Contracting Officer Representative (COR) ) or Subject Matter Expert (SME) and to Environmental, Safety and Health (ESH) Program Office for review by the ESH Manager (Code 013).

In accordance with 29 CFR 1925 and OSHA Directive CSP 03-01-003, the contractor shall ensure that all contractor employees working at NSWC Corona Division are briefed with the applicable sections of the Safety and

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 19 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

Occupational Health (SOH) Program Manual (NSWCCORDIVINST 5100.3(series)). This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional assistance/options.

These are requirement from OSHA Code of Federal Regulations (CFR), 29 CFR 1910 Standards for General Industry, and 29 CFR 1925 Safety and Health Standards for Federal Service Contracts, and from OPNAVINST 5090.1 (series)

## **7.2 ON SITE ENVIRONMENTAL AWARENESS**

- a. In accordance with 29 CFR 1925 Safety and Health Standards for Federal Service Contracts, the contractor shall strictly adhere to Federal Occupational Safety and Health Administration (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.
- b. In accordance with OPNAVINST 5090.1 (series) the contractor shall ensure that each contractor employee reads the NSWC Corona Division document entitled, “Commanding Officer’s Environmental and Natural Resources Policy statement” within 30 days of commencing performance at NSWC Corona Division. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional assistance/options.
- c. In accordance with OPNAVINST 5090.1 (series) the contractor shall ensure that each contractor employee who will be resident at NSWC Corona Division completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWC Corona Division. This training is available at <https://www.navfac.ecatts.com/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional options.
- d. In accordance with OPNAVINST 5090.1 (series) the contractor shall certify that employees have read the NSWC Corona Divisions document entitled “Commanding Officer’s Environmental and Natural Resources Policy statement” and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWC Corona Division. This shall be accomplished by e-mail to their Contracting Officer Representative (COR) or Subject Matter Expert (SME) with a copy to Environmental, Safety and Health (ESH) Program Office (Code 013) ([joseph.edgman@navy.mil](mailto:joseph.edgman@navy.mil)). The e-mail shall include the employees name, work site, and contract number.
- e. In accordance with OPNAVINST 5090.1 (series) the contractor shall complete the “ECATTS Training Workbook” for each contractor employee who will be resident at NSWC Corona Division within 30 days of commencing performance at NSWC Corona Division. This document is available at <https://intranet.crna.nmci.navy.mil/CMD/wwwroot2/> or you can contact your Contracting Officer Representative (COR) or Subject Matter Expert (SME) for additional assistance/options.

## **8.0 TECHNICAL POINT OF CONTACT**

The Contractor Officer’s Representative shall be the Contacting officer’s technical point of contact.

## **9.0 PERIOD OF PERFORMANCE**

Anticipated period of performance for the base year will be from 15 June 2016 through 14 June 2017 with 4 one year options.

## **10.0 PLACE OF PERFORMANCE**

The contractor resources will need to be located onsite at NSWC Corona, 1999 Fourth Street, Norco CA 92860. There will also be two additional personnel located at Fallon, Nevada.

Office space, desks, phones, development workstations, and internet connection will be provided by the government.

## **11.0 OTHER DIRECT COSTS/TRAVEL FUNDS**

Travel is anticipated. If travel is necessary, prior approval in writing by the COR is required.

## **12.0 NON-DISCLOSURE AGREEMENT**

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 20 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

All individuals supporting this task must sign a Non-Disclosure Agreement and are prohibited from working on similar projects for other DoD or commercial entities for a period of 6-months, unless authorized by NSWC Corona.

### **12.1.1 Cyber Security Workforce (CSWF) Certification**

The contractor shall identify, maintain and report status of Information Assurance Technician (IAT) workforce and certifications IAW DOD 8570.01-M. The contractor Information Assurance Workforce Manager shall coordinate IA workforce and IA processes across the contract.

The contractor shall develop and implement Information Security processes IAW SECNAV M-5510.36 IAW Attachment 1 - DD254 Department of Defense Contract Security Classification Specification.

### **12.1.2 Information Assurance (IA)**

The contractor shall ensure that personnel performing Information Assurance (IA) duties, whether primary or embedded shall meet all certification requirements as stated in DOD 8570.01-M. The contractor shall perform IA IAW DoN 5239 series Introduction to Information Assurance (IA) Publication and DOD 5220.22-M Chapter 8, SD-527-1.

**12.1.2.1** The contractor shall continuously update requisite C&A POA&M. The contractor shall remediate identified network vulnerabilities. The contractor shall perform network vulnerability scans IAW JTF-GNO/081845ZNOV2005// CTO 06-02. The contractor shall track vulnerability scanning and remediation activities accordingly.

The contractor shall maintain controls for applications identified in Table 1 Certified and Accredited Systems to ensure protection against compromise emanations and compliance with security alerts as identified by the Government.

The contractor shall test required IA controls throughout the year, testing each quarter the IA controls identified by the government Information Assurance Manager (IAM). The contractor shall review Audit Logs and perform audit processes IAW Cross Domain Appendix and associated procedures to ensure separation of duties compliance. Violations of the terms stated in the System Authorization Access Request SAAR will be assessed as a security violation/incident.

### **HQ C-1-0001 ITEMS A001 - A012 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, see **4.0 DELIVERABLES** in Section C of this solicitation.

(End of Text)

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

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

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

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 21 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

(End of Text)

**HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in the Proposal dated 5 April 2016 in response to NAVSEA Solicitation No. N00024-15-R-3149.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item(f) of the clause, following "the specification" in the order of precedence.

(End of Text)

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

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 22 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

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

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

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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

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

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

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

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

(End of Text)

**HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained.

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 23 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that: The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 24 of 48	FINAL
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**SECTION D PACKAGING AND MARKING**

**SECTION D PACKAGING AND MARKING**

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

Unless otherwise specified in this requirement, all materials (including physical data deliverables) shipped under this procurement shall be packaged, labeled and transported in manners consistent with accepted industry standards and business practices to prevent damage and deter loss. Classified materials shall be handled in accordance with applicable security guides. In no case shall classified data and material be allowed to enter a foreign postal system.

**HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

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

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

(End of Text)

**HQ D-1-0002 PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)**

Item(s) CLINs 9000, 9100, 9200, 9300, 9400. The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

\_\_\_\_\_ TBD \_\_\_\_\_  
(Name of Individual Sponsor)

\_\_\_\_\_ (Name of Requiring Activity)

\_\_\_\_\_ (City and State)

TBD – To be completed at time of award.

(End of Text)

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 25 of 48	FINAL
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## **SECTION E INSPECTION AND ACCEPTANCE**

### SECTION E INSPECTION AND ACCEPTANCE

#### CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

#### HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

(End of Text)

#### HQ E-1-0002 INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) 7000, -9000 SERIES - Inspections and acceptance shall be made by the Contracting Officer's Representative(COR) or a designated representative of the Government. *\*Note that the COR is identified in Section G of this Task Order.*

Review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding CPARS process at the following internet site: <http://cpars.navy.mil>

(End of Text)

#### HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) CLINS 7000, 7100, 7200, 7300, 7400, 9000, 9100, 9200, 9300, and 9400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

#### HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

(End of Text)

#### HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

(End of Text)

#### HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

(End of Text)

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 26 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

**HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)**

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

(End of Text)

**HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)**

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

(End of Text)

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 27 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	7/25/2016 - 7/24/2017
7000AB	7/25/2016 - 7/24/2017
7000AC	7/25/2016 - 7/24/2017
7000AD	7/25/2016 - 7/24/2017
7000AE	7/25/2016 - 7/24/2017
7000AF	7/25/2016 - 7/24/2017
7000AG	7/25/2016 - 7/24/2017
7000AH	7/25/2016 - 7/24/2017
7000AJ	7/25/2016 - 7/24/2017
7000AK	7/25/2016 - 7/24/2017
7000AL	7/25/2016 - 7/24/2017
9000AA	7/25/2016 - 7/24/2017
9000AB	7/25/2016 - 7/24/2017
9000AC	8/25/2016 - 8/24/2017
9000AD	7/25/2016 - 7/24/2017
9000AE	7/25/2016 - 7/24/2017
9000AF	7/25/2016 - 7/24/2017
9000AG	7/25/2016 - 7/24/2017
9000AH	7/25/2016 - 7/24/2017
9000AJ	7/25/2016 - 7/24/2017
9000AK	7/25/2016 - 7/24/2017
9000AL	7/25/2016 - 7/24/2017
9001AA	7/25/2016 - 7/24/2017
9001AG	7/25/2016 - 7/24/2017

### DELIVERABLES OR PERFORMANCE

Deliveries shall be in accordance with Section D of the SeaPort-e Multiple Award Contract. Exercise of any options depends upon the exercise of the options of the basic contract under the SeaPort-E Multiple Award Contract. Services to be performed hereunder will be provided at NSWC, Corona and any CONUS/OCONUS AND DoD installation.

### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

### CLAUSES INCORPORATED BY FULL TEXT

(End of Text)

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

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 28 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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

(End of Text)

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 29 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

**SECTION G CONTRACT ADMINISTRATION DATA**

**CLAUSES INCORPORATED BY REFERENCE**

**252.204-7006** Billing Instructions OCT 2005

**252.232-7003** Electronic Submission of Payment Request and Receiving Reports (JUN 2012)

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

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

N/A

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(End of Text)

POINTS OF CONTACT – The Government points of contact for this contract are as follows:

**HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE**

CONTRACTING OFFICER'S  
REPRESENTATIVE:

ATTN: Bryan Chun  
CORONA DIVISION  
NAVAL SURFACE WARFARE CENTER  
1999 FOURTH STREET  
NORCO, CA 92860  
TEL: (951) 393-5074  
EMAIL: [bryan.chun@navy.mil](mailto:bryan.chun@navy.mil)

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

**HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

PURCHASING OFFICE  
REPRESENTATIVE:

ATTN: CHRIS HAINSWORTH  
CONTRACT SPECIALIST  
CORONA DIVISION  
NAVAL SURFACE WARFARE CENTER  
1999 FOURTH STREET  
NORCO, CA 92860  
TEL: 951-393-5240  
EMAIL: [christopher.hainswor@navy.mil](mailto:christopher.hainswor@navy.mil)

CONTRACTING OFFICER:

ATTN: SEAN E. FOLEY  
CORONA DIVISION  
NAVAL SURFACE WARFARE CENTER  
1999 FOURTH STREET  
NORCO, CA 92860  
TEL: 951-393-4976  
EMAIL: [sean.e.foley@navy.mil](mailto:sean.e.foley@navy.mil)

**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.

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 30 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

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

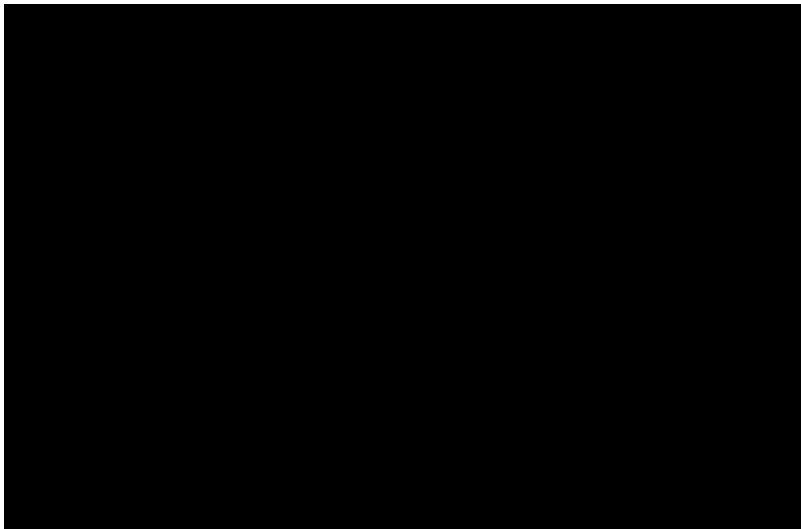
Cost Voucher

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

Destination

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

Routing Data Table\*



WAWF

(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.

[CRNA\\_WAWF\\_COMPCTRL@NAVY.MIL](mailto:CRNA_WAWF_COMPCTRL@NAVY.MIL)

[kathleen.wilson@navy.mil](mailto:kathleen.wilson@navy.mil)

[Christopher.hainswor@navy.mil](mailto:Christopher.hainswor@navy.mil)

(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.

- NAVSEA HQ WAWF Helpdesk: [WAWFHQ@navy.mil](mailto:WAWFHQ@navy.mil); or

- Scott Wobken at 951-393-5135 or [scott.wobken@navy.mil](mailto:scott.wobken@navy.mil)

For vendor pay issues contact Dolores Gonzalez at 951-393-4459 or [dolores.gonzalez@navy.mil](mailto:dolores.gonzalez@navy.mil)

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

(End of clause)

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 31 of 48	FINAL
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**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

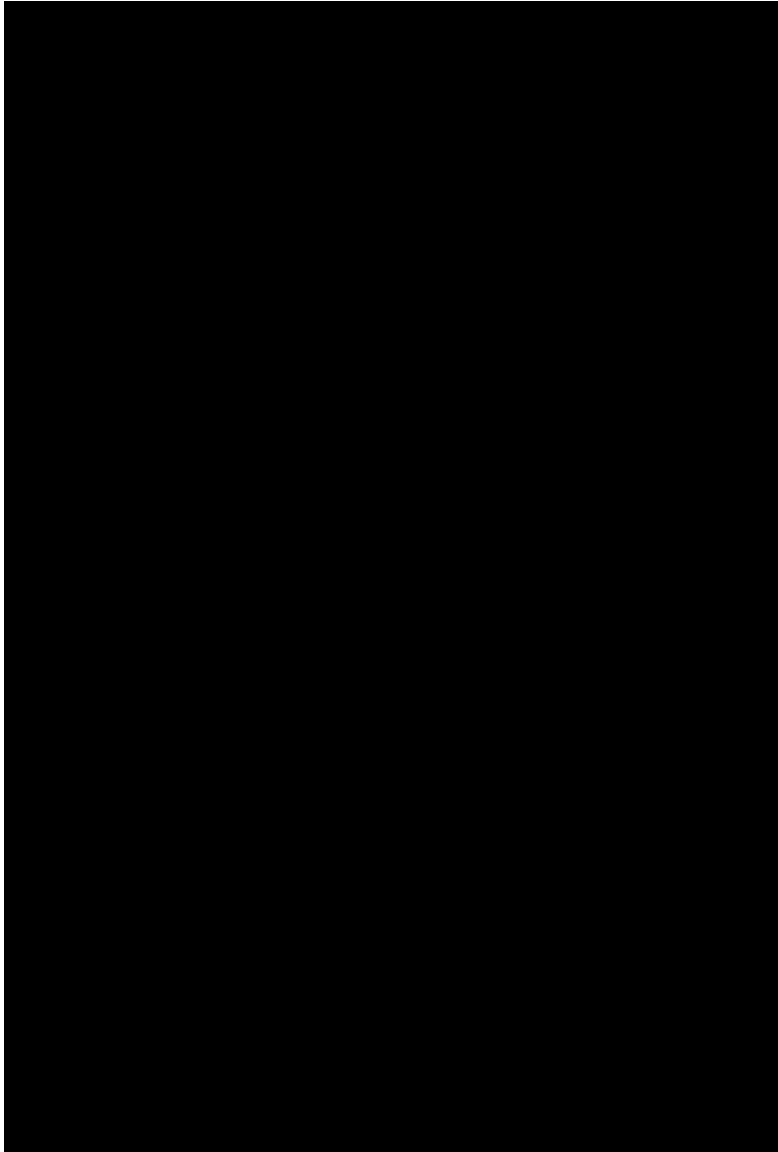
(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and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

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

(End of Text)



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 32 of 48	FINAL
----------------------------------	----------------------------	------------------	-------



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Description:  
Report on  
Ranges.

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 33 of 48	FINAL
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

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

(End of Text)

### 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(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 contract. The total level of effort for the performance of this contract shall be total 143,520 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 \_\_\_\_\_ (Offeror to fill-in) 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 contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 480 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 34 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(End of Text)

**NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange

Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 35 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

(End of Text)

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

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

ITEM(S)	ESTIMATED		PERIOD OF PERFORMANCE
	ALLOTTED TO COST	ALLOTTED TO FEE	
	\$ TBD	\$ TBD	
\$TBD			

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

(c) CLINs/SLINs TBD 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.

(End of Text)

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed.

Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

(End of Text)

**5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer Representative (COR) specified in Section G of this task order. As used herein, technical instructions are

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 36 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

defined to include the following:

- (1) Directions to the Contractor, which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual Statement of Work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
  - (b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the task order price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the contract.
  - (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this task order.
  - (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction.

(End of Text)

**5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST REIMBURSEMENT) (SEP 2009)**

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--

COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

**DESCRIPTION AND IDENTITY OF FACILITIES**

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

**ADDITIONAL ITEMS OF FACILITIES**

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 37 of 48	FINAL
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(End of Text)

**5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

(End of Text)

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 38 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster (s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Alt I Security Requirements (Aug 1996) - Alternate I	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23	Alt I Limitations on Pass-Through Charges (Oct 2009) – Alternate I	OCT 2009

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 39 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combatting Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.232-17	Interest	MAY 2014
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Alt I Prompt Payment (July 2013) Alternate I	FEB 2002



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 40 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Alt I Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2013
52.246-25	Limitation Of Liability—Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that isa State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American And Balance Of Payments Program-- Basic	NOV 2014

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 41 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.239-7001 JAN 2008	Information Assurance Contractor Training and Certification	

**52.217-8 -- Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

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

Item(s)	Latest Option Exercise Date
CLIN 7000/7001/9000	DOA
CLIN 7100/7101/9100	DOA + 12 months
CLIN 7200/7201/9200	DOA + 24 months
CLIN 7300/7301/9200	DOA + 36 months
CLIN 7400/7401/9200	DOA + 48 months

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five

(5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total man hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man hours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

**52.222-2- Payment for Overtime Premiums (Jul 1990)**

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 42 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 1,248 Hours per year or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

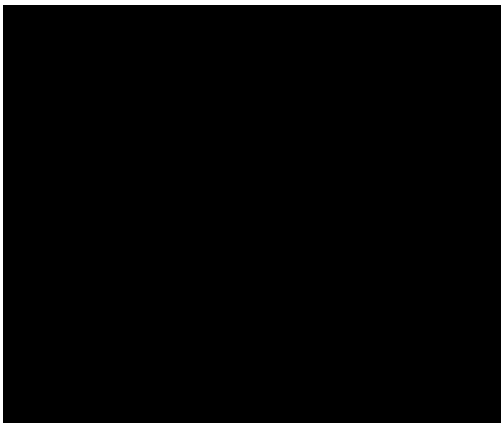
(End of Clause)

#### **52.222-42 -- Statement of Equivalent Rates for Federal Hires (MAY 2014)**

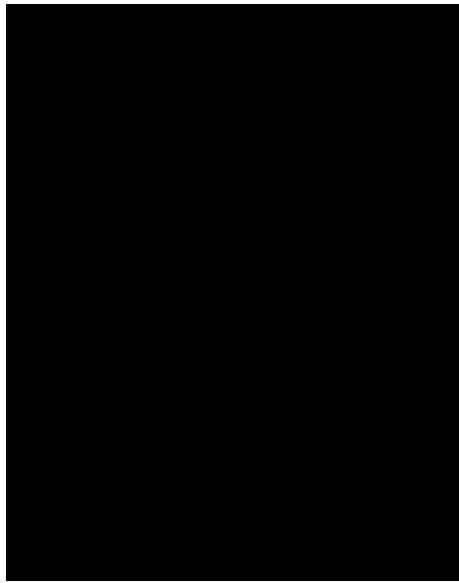
In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed 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*



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 43 of 48	FINAL
----------------------------------	----------------------------	------------------	-------



**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)**

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

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

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

“Covered defense information” means unclassified information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract;  
or

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g.,

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 44 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

privacy, proprietary business information).

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

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

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

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

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

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

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

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

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

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

**(End of clause)**

## **252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)**

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

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

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

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

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

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

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 45 of 48	FINAL
----------------------------------	----------------------------	------------------	-------

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

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

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

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

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

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

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 46 of 48	FINAL
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including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

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

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or authorized by the Contracting Officer, as soon as practical, but no later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsika@mail.mil](mailto:osd.dibcsika@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented, at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

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

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the

CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 47 of 48	FINAL
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Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

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

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

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

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;

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

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

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

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

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

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

**(End of clause)**



CONTRACT NO. N00178-15-D-8491	DELIVERY ORDER NO. J102	PAGE 48 of 48	FINAL
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**SECTION J LIST OF ATTACHMENTS**

