

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-11-D-6730		2. DELIVERY ORDER NO. N0017817F3014		3. EFFECTIVE DATE 2017 Jul 11		4. PURCH REQUEST NO. See Section G		5. PRIORITY DO-A7					
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 James A Williams/Code 024 540-653-8839			CODE N00178		7. ADMINISTERED BY DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666			CODE S5111A SCD: C		8. DELIVERY FOB DEST NATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Watershed Security, LLC 317 Great Bridge Boulevard, Suite 317F Chesapeake VA 23320			CODE 561H6		FACILITY		10. DELIVER TO FOB POINT BY <i>(Date)</i> See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. 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 MOD FIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
Watershed Security, LLC				Ron Managing Member									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)				
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. 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				
	See Schedule												
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA BY: /s/Dana M Phillips			25. TOTAL					
								26. D FFERENCES					
27a. QUANTITY N COLUMN 20 HAS BEEN													
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS				
f. TELEPHONE					g. E-MAIL ADDRESS					PARTIAL	32. PAID BY		33. AMOUNT VERIF ED CORRECT FOR
										FINAL			
36. I CERT FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE	34. CHECK NUMBER		35. B LL OF LADING NO.					
					PARTIAL								
					FULL								
a. DATE		b. SIGNATURE AND TITLE OF CERT FYING OFFICER			37. RECEIVED AT	38. RECEIVED BY <i>(Print)</i>	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.			

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GENERAL INFORMATION

This award is made to Watershed Security, LLC. on the basis of their initial proposal to RFP N00178-17-R-3055 dated 24 April 2017. The following are incorporated into the award.

1. In Section B, the Quantity, Unit, Cost, Fee, and CPFF for each CLIN was updated with the negotiated amounts.
2. In Section B, Note 1 has been updated.
3. In Section B, B.4 FINALIZED FIXED FEE, the fixed fee table has been completed.
4. In Section G, G.5 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) for this order, the CS and COR were added to the email notification for Wide Area Work Flow and the DODAAC Codes were identified.
5. In Section G, G.7 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT AND RESPONSIBILITIES for this order, the PCO, CS, ACO and the COR are identified and contact information was provided for each.
6. In Section G, G.8 CONSENT TO SUBCONTRACT for this order, the List of Approved Sub-contractors are hereby identified.
7. In Section H, H.7 the Solicitation Number has been replaced by the Task Order Number.
8. In Section H, H.9 FUNDING PROFILE for this order was updated to reflect the funding provided for the award.
9. In Section H, H.10 the clause NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS is updated to reflect the funding provided in the award.
10. In Section H, H.11 the clause 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010), the level of effort table was populated along with corresponding paragraphs.
11. In Section H, H.13 SAVING INITIATIVES was completed using the information provided in the proposal.
12. In Section J, Attachments J.3 through J.5 have been deleted as they were only applicable to the solicitation. Exhibit A has been replaced with the finalized DD 1423, Contract Data Requirements Lists. Attachment J.1, FINAL DD 254 has been added, Attachment J.2, COR Appointment Letter has been added.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		Base Period - Validation Services support and sustainment for Information Technology (IT) Systems in accordance with Section C. (See Note 1)					
7000AA	D306	Base Year Holding SLIN for CLIN 7000 (Fund Type - TBD)					
7000AB	D306	Base Year Award: IA Validation and Sustainment Support to NSWCDD and Dam Neck. (WCF)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverable for Base Period, IAW Exhibit A, CDRLS (See Note 4).	1.0	LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Period 1 - Validation Services support and sustainment for Information Technology (IT) Systems in accordance with Section C. (See Note 1 and 2)					
7100AA	D306	Holding SLIN for CLIN 7100 (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Data Deliverable for Option Period 1, IAW Exhibit A, CDRLS (See Note 2 and 4).	1.0	LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Period 2 - Validation Services support and sustainment for Information Technology (IT) Systems in accordance with Section C. (See Note 1 and 2)					
7200AA	D306	Holding SLIN for CLIN 7200. Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverable for Option Period 2, IAW Exhibit A, CDRLS (See Note 2 and 4).	1.0	LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Period 3 - Validation Services support and sustainment for Information Technology (IT) Systems in accordance with Section C. (See Note 1 and 2)					
7300AA	D306	Holding SLIN for CLIN 7300 (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverable for Option Period 3, IAW Exhibit A, CDRLS(See Note 2 and 4).	1.0	LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Period 4 - Validation Services support and sustainment for Information Technology (IT) Systems in accordance with Section					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		C. (See Note 1 and 2)					
7400AA	D306	Holding SLIN for CLIN 7400 ([REDACTED]) [REDACTED]					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverable for Option Period 4, IAW Exhibit A, CDRLS(See Note 2 and 4).	1.0	LO			[REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		ODC in support of CLIN 7000 (See Note 3)			[REDACTED]
9000AA	D306	Holding SLIN for ODCs in support of CLIN 7000 (Fund Type - TBD)	0.0	LO	[REDACTED]
9000AB	D306	Base Year Award: ODC in support of CLIN 7000 (WCF)	1.0	LO	[REDACTED]
9100		ODC in support of CLIN 7100 (See Note 2 & 3)			[REDACTED]
9100AA	D306	Holding SLIN for ODCs in support of CLIN 7100 (Fund Type - OTHER)	1.0	LO	[REDACTED]
		Option			
9200		ODC in support of CLIN 7200 (See Note 2 & 3)			[REDACTED]
9200AA	D306	Holding SLIN for ODCs in support of CLIN 7200 (Fund Type - TBD)	1.0	LO	[REDACTED]
		Option			
9300		ODC in support of CLIN 7300 (See Note 2 & 3)			[REDACTED]
9300AA	D306	Holding SLIN for ODCs in support of CLIN 7300 (Fund Type - TBD)	1.0	LO	[REDACTED]
		Option			
9400		ODC in support of CLIN 7400 (See Note 2 & 3)			[REDACTED]
9400AA	D306	Holding SLIN for ODCs in support of CLIN 7400 (Fund Type - TBD)	1.0	LO	[REDACTED]
		Option			

NOTE 1: LABOR HOURS

The labor hours (LH) listed above for the Base Period and each Option Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause. Offerors shall submit pricing by each CLIN's holding SLIN.

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NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I, applies only to the Option CLINs.

NOTE 3: OTHER DIRECT COSTS (ODCs)

Any ODC other than the ODCs (travel only) stated in Section C will be limited to approval at the time of award.

NOTE 4: NOT SEPARATELY PRICED

Price for Not Separately Priced (NSP) items shall be included in the price of the Labor CLINs.

NOTE 5: CONTRACT PRICING

All pricing on this contract will be at the SLIN level.

B.1 USE OF WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

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

Items in the 7xxx series are cost plus fixed fee type.

Items in the 7x99 series are Not Separately Priced (NSP).

Items in the 9xxx series are cost only, excluding fee.

B.3 ADDITIONAL CLINS/SLINS

Additional CLINs and SLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall Level of Effort or value of the Task Order.

B.4 FINALIZED FIXED FEE

If the total level of effort for each period specified in Section H clause 5252.216-9122 LEVEL OF EFFORT-ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if 90% of the hours were provided, the contractor is entitled to 90% of the fixed fee. The above fee calculation applies to all periods regardless of the level of funding. This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for

finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

The following table reflects the hourly rates to be billed.

	Fixed Fee Amount	Man-Hours	Rate (fee per hour)
Base	████████	████████	████████
Option 1	████████	████████	████████
Option 2	████████	████████	████████
Option 3	████████	████████	████████
Option 4	████████	████████	████████

B.5 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

B.6 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

B.7 HQ B-2-0009 NOTE (CDRL)

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

B8 HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I.3 applies and which is to be supplied only if and to the extent said option is exercised.

B.9 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY

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2010)

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

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

B.10 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

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

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

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

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

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

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

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

B.11 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 BACKGROUND

This Statement of Work (SOW) defines the requirements for Validation Services Support and Sustainment for Information Technology (IT) Systems/Networks at Naval Surface Warfare Center, Dahlgren Division (NSWCDD), located in Dahlgren, Virginia. Validation Services are the independent review, testing, and assessment of all information, artifacts, and other relevant data that is provided by the owner (i.e., an Information Systems Security Engineer (ISSE)) or other responsible or authorized personnel, to facilitate Assessment and Authorization (A&A) via Naval Sea Systems Command (NAVSEA) and Central Authorizing Official (CA)) (formerly known as the Navy Authorizing Official (NAO)) and/or Functional Authorizing Official (FAO). Sustainment Services include any duties and responsibilities related to the maintenance and upkeep of an accreditation package (to include modification) after an authorization/accreditation decision has been granted in order to keep the package current and in compliance with all necessary rules and regulations.

C.2 SCOPE

The SOW provides a variety of services that facilitate the required steps of the Risk Management Framework (RMF) process, the DoD Information Assurance Certification and Accreditation Process (DIACAP), the Platform Information Technology (PIT) Certification services and other A&A process (as applicable) that are associated with validation and sustainment of the cybersecurity accreditation packages. Each package is a representation of a particular system (can comprise multiple devices, etc.) or a network (comprising various devices, etc.) that is required to achieve accreditation in order to continue to operate in support of the NSWCDD mission. In some instances, an accreditation/authorization effort may be required to follow one of several A&A process (RMF, DIACAP, PIT), or a joint A&A effort when the systems or networks comprise authorities under more than a single Authorizing Official (formerly called DAA).

C.3 APPLICABLE DOCUMENTS

The following Specifications, Standards, Processes, and Instructions govern work described in the following paragraphs of this SOW, providing the requirements for materials, methods, processes, capabilities, attributes, qualifications, logistics support and training.

During the period of performance of this Task Order, the documents noted may be updated. Subsequently, the Contractor shall recommend for Government approval, utilization of those updated standards where possible during the remaining performance of this Task Order.

3.1 DoD Directive 8140.01, Cyberspace Workforce Management, 11 August 2015

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- 3.2 DoD 8570.01-M, “Information Assurance Workforce Improvement Program,” December 19, 2005
- 3.3 DoD Instruction 8500.01, Cybersecurity, March 14, 2014
- 3.4 DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), March 12, 2014
- 3.5 CNSSI 1253, Security Categorization and Control Selection for National Security Systems, February 21, 2014
- 3.6 FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, February 2004
- 3.7 NIST SP 800 Series – References
- 3.8 NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Vol. 1, Rev. 1, August 2008
- 3.9 NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories: Appendices, Vol. 2, Rev. 1, August 2008
- 3.10 NIST SP 800-30, Guide for Conducting Risk Assessments, Rev. 1, September 2012
- 3.11 NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, Rev 1., February 2010
- 3.12 NIST SP 800-39, Managing Information Security Risk: Organization, Mission, and Information System View, March 2011
- 3.13 NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, Rev. 4, April 2013
- 3.14 NIST SP 800-53A, Guide for Assessing the Security Controls in Federal Information Systems and Organizations: Building Effective Security Assessment Plans, Rev 4, December 2014
- 3.15 NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, September 2011
- 3.16 SECNAV Instruction 5239.3C, Department of the Navy Cybersecurity Policy, May 2, 2016

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3.18 US Fleet Cyber Command (FCC)/Space and Naval Warfare (SPAWAR) Command, Navy Authorizing Official (CAO) and Security Control Assessor (SCA) Risk Management Framework (RMF) Process Guide (RPG), v1.0, 31 Aug 2015

3.19 SPAWAR, Qualifications Standards, Responsibilities, and Registration Process for Navy Qualified Validators (NQV), 4 Mar 2016

3.20 CNSSI 4009 (Committee on National Security Systems (CNSS) Glossary), 06 April 2015

3.21 SECNAV 5239.1 Department of the Navy Information Assurance Manual, 01 Nov 2005

3.22 SECNAV 5239.2 Department of the Navy (DON) Cyberspace Information Technology and Cybersecurity workforce Management and Qualification Manual, 27 Jun 2016

3.23 NAVSEA Instruction 9400.2A NAVSEA Platform Information Technology-Control Systems Cybersecurity Governance and Guidance, 20 Sep 2016

3.24 Federal Information Processing Standard Publication 140-2, Security Requirements for Cryptographic Modules, 25 May 2001

3.25 United States Navy (USN) Risk Management Framework (RMF) Process Guide (RPG), v1.0, 13 Dec 2016

C.4 REQUIREMENTS

4.1 The Contractor shall provide validation and sustainment services support, for IT Systems/ Networks located at and/or under the purview of NSWCDD and NSWC Dam Neck.

4.2 The Contractor shall provide support by phone or e-mail responding to requests within one (1) business day.

4.3 The Contractor shall validate an IT system's compliance with all applicable Security Controls for an assigned DON system or other system under purview of NSWCDD, including developing the appropriate test procedures, executing the test procedures, and accurately documenting the results of security testing. The contractor will be expected to support and/or update the necessary artifacts (i.e., Risk Assessment Report, Security Assessment Plan, A&A Validation Report, and Security Assessment Report, etc.), documentation and other support information to validate a package and perform sustainment.

4.4 The Contractor shall follow the published DoD, DoN, SPAWAR, NAVSEA Business Rules, (i.e. PIT, RMF, RDT&E, Defense Business Systems) and applicable guidance and policies regarding Validation and Sustainment in accordance with the documents listed in Section

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C.3. In addition to NSWCCD local policies and procedures, the Government Information System Security Manager (ISSM) will resolve any conflicting interpretations;

4.5 The Contractor shall obtain or receive IT System/Network or site information and use it to evaluate security features of the IT System/Network or site information to be assessed and authorized.

4.6 The Contractor shall document Assessment and Authorization (A&A) information in the Comprehensive RMF and DIACAP packages ensuring internal consistency of the information and there are no omissions.

4.7 The Contractor shall assist in System Categorization process.

4.8 The Contractor shall assist in the selection, documentation, implementation, and initial testing of Security Controls.

4.9 The Contractor shall review test plans and procedures to ensure the test plan addresses the correct level of effort and is sufficiently comprehensive to validate all Cybersecurity requirements applicable to the IT System/Network or site information being assessed and authorized.

4.10 The Contractor shall thoroughly evaluate all discrepancies to recommend mitigation measures for reducing or eliminating specific risk items.

4.11 The Contractor shall optimize A&A test and validation procedure results to ensure the most accurate reporting in the appropriate format and that all IA requirements are addressed.

4.12 The Contractor shall develop the SAR and Certification Determination Letter (CDL) for the IT System/Network or site seeking certification.

4.13 The Contractor shall perform all technical and non-technical (i.e., physical and environmental controls) validation activities at NSWCCD and NSWC Dam Neck.

4.14 The Contractor shall work with the system points of contact (POCs) (i.e. Information System Security Engineer (ISSE)/Information Systems Security Officer (ISSO), Systems Administrators (SA)) to determine resolution, remediation, or mitigation for weaknesses and to determine the level of revalidation testing that is necessary if immediate resolution or remediation or mitigation is not possible.

4.15 The Contractor shall verify the accuracy of Plan of Actions and Milestones (POA&Ms)/Risk Assessment Reports (RARs) and The Security Assessment Plan (SAP) as identified by vulnerability actual test results.

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- 4.16 The Contractor shall determine when the A&A Package is complete and ready for submittal to the ISSM for review and approval.
- 4.17 The Contractor shall respond to all reviewer questions/comments within four (4) calendar days after receipt.
- 4.18 The Contractor shall assist NSWCDD during a NAVSEA (Echelon II), Security Control Assessor (SCA) and NAO comment periods, mandatory RMF checkpoint meetings, and other collaborations/meetings.
- 4.19 The Contractor shall perform validation activities after submission of Security Controls by the ISSE/ISSO are entered into eMASS.
- 4.20 The Contractor shall assess and validate the IT System/Network has implemented the approved security control baseline.
- 4.21 The Contractor acts as a trusted agent in all matters of validation, documentation, vulnerability mitigation, and residual risk determination.
- 4.22 The Contractor shall perform Validator RMF process steps in accordance with RMF Process Guide (RPG).
- 4.23 The Contractor shall conduct a complete security control validation and assessment of technical and non-technical security features of an IT System/Network to address known threats and vulnerabilities. The evaluation must consider and identify impacts as well as consideration of existing risk mitigation strategies.
- 4.24 The Contractor shall complete a SAR in conjunction with SCA based on the security control assessment results.
- 4.25 The Contractor shall support updates of the RAR and POA&M based on the assessment results.
- 4.26 The Contractor shall ensure traceability of all vulnerabilities from raw assessment results to the POA&M.
- 4.27 The Contractor shall conduct vulnerability scans (i.e. NESSUS/ACAS, SCAP, STIGS) and vulnerability analysis to support mitigation and residual risk determination.
- 4.28 The Contractor shall complete the SAR Executive Summary, with all assessment results, for SCA Liaison review and SCA certification and signature.
- 4.29 The Contractor shall coordinate with the SCA Liaison as their trusted advisor in all

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matters of risk determination should questions or issues occur.

4.30 The Contractor shall prepare and submit the Security Assessment Plan (SAP) with Government program assistance.

4.31 The Contractor shall assist with eMASS data entry requirements and population.

4.32 The Contractor shall support the continuous monitoring program when ISCM results to be used to support continuing authorization requirements or ongoing authorizations.

4.33 The Contractor shall develop, initiate, implement, update, review, sign, and submit the Security Assessment Plan (SAP), RAR, SAR, Security Plan (SP), SAR Executive Summary, RAR Executive Summary, ISCM Strategy, POA&M, and Security Authorization Package.

4.34 The Contractor shall provide support for the RMF Step 2 and 5 Checkpoints.

4.35 The Contractor shall assist in the processing (i.e., provide quality check) of the Security Authorization Package.

4.36 The Contractor shall provide information/deliverables to assist in the authorization decision and generate the authorization decision document.

4.37 The Contractor shall track compliance of the security controls throughout the lifecycle of the system.

4.38 The Contractor shall provide information/deliverables on communicating security findings to the appropriate organizations.

4.39 The Contractor shall assist in continuous monitoring efforts (i.e. annual security reviews) to comply with FISMA requirements.

4.40 The Contractor shall create, update, and maintain the currency and accuracy of the system POA&M generated by eMASS in compliance with applicable policy or any stipulations and contingencies in an approval. Although there may be instances, where a POA&M update is required less than monthly, the Contractor shall minimally update the POA&M at least monthly and ensure it is provided to the Government as a deliverable.

4.41 The Contractor shall, upon at least 48 hours notification, ensure personnel are available for inspections, audits, evaluations, assessments, and similar activities.

4.42 The Contractor shall conduct quarterly and annual security reviews, update documentation, and perform other applicable tasks and actions associated with IT System/Network sustainment following accreditation.

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4.43 The Contractor shall provide A&A and related services as directed by NSWCCD for collaborative events where NSWCCD is a participant.

C.5 MANDATORY REQUIREMENTS

Mandatory Requirements must be maintained throughout the life of the Task Order. The Mandatory Requirements are as follows:

(1) Requirement 1: Facility Security Clearance

(i) The Contractor's primary facility supporting this Task Order must be cleared at the TOP SECRET level.

(2) Requirement 2: Personnel Security Clearances

(i) All personnel performing under this Task Order must possess, at the minimum, a SECRET Security Clearance.

(ii) The Senior Systems Security Engineers and Systems Security Engineers shall have a SECRET clearance based on a current SSBI completed within the last five (5) years.

(3) Requirement 3: Personnel Location

(i) Senior Systems Security Engineers and the Systems Security Engineers shall be located onsite at NSWCCD.

(4) Requirement 4: Navy Validation Qualifications

(i) The requirements for certifications of all personnel, except the Program Manager, at proposal submission are to be Fully Qualified Navy Validators under DIACAP with all of the identified qualifications needed to obtain that qualification. The Government will accept Personnel as Fully Qualified Navy Validators without the FQNV designation due to the suspension of the FQNV designation by SPAWAR. In order to be a Fully Qualified Navy Validator without the FQNV designation, personnel must meet the guidelines set forth in SPAWAR 5239 Memorandum, Qualifications Standards and Registration Procedures for Navy Validators. The Government will evaluate resumes to ensure qualifications are met.

(ii) Within 18 months of award of contract, the Contractor shall attain three (3) Navy Qualified Validator (NQV) Level III's and two (2) NQV Level II's under the RMF process. Thereafter, any additional personnel shall have the appropriate NQV Level qualifications under the RMF process.

(5) Requirement 5: Personnel

(i) Senior Systems Security Engineer and the Systems Security Engineer shall have current certification IAW DoD Directives 8570.01-M or successor at the IAM/IAT Level II or higher.

(ii) Senior Systems Security Engineer and the Systems Security Engineer shall have the appropriate Information Technology Access Level (IT Level I or II) designation.

C.6 SKILLS AND TRAINING

C.6.1 The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.223-7001 INFORMATION ASSURANCE Contractor TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this Task Order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

C.7 TRAVEL

The contractor may be required to travel in performance of this Task Order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and shall be pre-approved by the COR. The following travel is anticipated:

Travel to NSWC, Dam Neck, Virginia Beach, VA 23461-2097 (CDRL A002)

C.8 GOVERNMENT FURNISHED EQUIPMENT, INFORMATION, AND MATERIALS

C.8.1 Government Furnished Office Space

The Government will provide office space in NSWCDD spaces on a full-time basis for Contractor personnel. Each office space shall include a desk, computer, chair, telephone, and printer access. It is estimated that five (5) spaces will be required to support the work described in the SOW. The labor categories and numbers are shown in the following table.

Labor Category	Number
Sr Systems Security Engineer*	3
Systems Security Engineer	2
Total	5

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*The Government is providing office space for a half-time FTE.

C.8.2 Government Furnished Materials

The Government will provide additional Government Furnished Equipment (GFE) and Government Furnished Information (GFI), as required by the individual tasking to the Contractor.

C.9 GOVERNMENT FURNISHED INFORMATION

C.9.1 The Government will provide access to information and documentation required for contract performance.

C.9.2 All information and documentation shall be retained at the Government work site.

C.10 SECURITY REQUIREMENTS –

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachments J.1) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances at the level required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254. All personnel performing on-site must maintain the appropriate level security clearance. Some positions will require IT-Level 1 designation. IAW DOD/DON CSWF requirements, Contractors designated with IT Level-I are required to have at a minimum, a SECRET clearance based upon a favorably adjudicated SSBI completed within the last 5 years.

Contractor employees that do not have a final clearance investigation within Joint Personnel Adjudication System (JPAS) are ineligible for IT Level-I designation until the SSBI has been favorably adjudicated, shall remain at IT level-II status in JPAS and shall not be assigned to a contract position requiring IT Level-I designation.

C.10.1 Facility Clearance: The contractor shall possess and maintain a Top Secret Facility Clearance as verified within the Industrial Security Facilities Database.

C.10.2 Physical Security: No safeguarding of classified material is authorized at the contractor facility. Safeguarding will only be required at the actual performance site listed in Block 13 on the DD-254. Actual performance site's security regulations and guidance will apply.

C.10.3 Non-SCI is required to support intelligence data in support the varied RDT&E networks. A North Atlantic Treaty Organization (NATO) briefing is required for SIPRNet account to access the data maintained on access and administer the cRDT&E network. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R

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Chapters 3 and 4.

C.10.4 Portable Electronic Devices (PEDs)

(a) Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCCD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCCD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PED's include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPad, digital picture frames, electronic book readers, kindle, nook, cameras, external hard dish drives, and floppy diskettes.

(b) PED's belonging to an external organization shall not be connected to NSWCCD networks or infrastructure without prior approval from the NSWCCD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

(c) Personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network or information system infrastructure.

(d) Personal Wearable Fitness Devices (PWFDs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including secret. User must ensure PWFD is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., Fitbit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWFD in the NSWCCD Fitness Device Tracker.

C.10.5 Electronic Spillages

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

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costs incurred by the Government for ES remediation will be charged to the contractor.

(b) NSWCDD Command Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. Command Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. Command Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for cleanup. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.10.6 Operations Security (OPSEC):

All Contractors (including Subcontractors) shall supplement their current security practices by requiring any personnel involved in executing this contract to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the department they are supporting as well as the OPSEC plan for NSWCDD. Upon contract award, all identified Contractors (including Sub-contractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in block 13 of the attached DD-254 thereby acknowledging that they will meet the requirements of this contract. The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.

C.10.7 Privacy Program Training:

Privacy training is mandatory for all NSWCDD personnel (military, civilian, and contractor) and must be completed annually. The Total Workforce Management System (TWMS) is the official database for workforce training and is the preferred tool for taking and recording Privacy Act training. All NSWCDD personnel are responsible for ensuring individual annual privacy training requirements are met.

C.11 ENVIRONMENT AND SAFETY

C.11.1 On-Site Environmental Awareness

(a) The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

(b) The Contractor shall ensure that each Contractor employee who has been or will be issued a

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Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

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

(d) Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements identified in paragraphs (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement identified in paragraph (b) or (c) above each employee has satisfied.

(e) Contractor copies of the records generated by the actions described in paragraphs (b) and (c) above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

C.11.2 On-Site Safety Requirements

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

(b) The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCDD. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html.

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

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

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

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(f) The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

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

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

(i) The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

(j) The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.12 CONTRACTOR MANAGEMENT FUNCTIONS

C.12.1 Officer's Management Report

C.12.1.1 Contracting Officer's Monthly Report

The contractor shall submit a monthly Contracting Officer's Monthly report (CDRL A001). The report shall reflect both prime and subcontractor data, if applicable.

C.12.1.2 POA&M

Each POA&M shall be signed by the Contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the Government.

C.12.1.3 IPR

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The Contractor shall conduct an annual IPR with the NSWC Contracts representative, COR, and other NSWCDD personnel as designated by the COR. The format for the viewgraphs will be agreed upon by the COR.

C.13 POST AWARD MEETINGS

C.13.1 A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the contract. The meeting will be held at a location in Dahlgren, VA. The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist. The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order. A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated Period of Performance, in accordance with FAR 252.232-7006. The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contract Specialist.

C.14 INFORMATION TECHNOLOGY (IT) RESOURCES

C.14.1 IT Resources shall not be purchased unless DoD and Navy purchasing procedures (including ITPR approval) have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource Other Direct Cost Purchases require COR and KO approval regardless of the dollar value associated with the purchase.

C.15 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

C.16 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

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

C.17 NON-DISCLOSURE AGREEMENTS (NDAs)

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

(b) Contractor personnel may be required, from time to time to sign NDAs as applicable to specific SOW tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contracting Officer.

C.18 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

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

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

C.19 CONTRACTOR IDENTIFICATION

C.19.1 The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel requiring regular access to Government property. The identification

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

C.19.2 All Contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from other Contractors are present.

C.20 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

C.21 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as “technical data” or “computer software”) or the Government’s and the Contractor’s respective rights therein.

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

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data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

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

C.22 SUBCONTRACTORS/CONSULTANTS

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

- (1) Clearly present the business case for the addition of the Sub-contractor/consultant,
- (2) Compliance with Clause 52.219-14, Limitations on Subcontracting, and
- (3) Impact on providing support at the contracted value

C.23 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

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

C.24 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report ALL Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site. The Contractor is required to

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

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

C.25 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

C.26 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 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 venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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(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.

C.27 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S)
DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR
2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion

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between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

C.28 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 order 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 order, 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 order may create a potential organizational conflict of interest on the instant order 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 order 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 order. 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 order. This prohibition shall expire after a period of

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three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d) (1) and (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 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 order and for a period of three years after completion of performance of this order, 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 order. This exclusion does not apply to any re-competition for those systems, components, or services furnished pursuant to this order. 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 order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order 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 order 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 order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action

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required by this requirement, the Government may terminate this order 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 order; 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 order.

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

C.29 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

C.30 Ddl-C40 USE OF INFORMATIONS SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor

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shall provide all IS resources needed in the performance of this contract. This includes computers, software, networks, certificates, and network addresses.

Contractor Use of NSWCCD IS Resources

In the event that the Contractor is required to have access to NSWCCD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority. If this contract requires that the Contractor be granted access and use of NSWCCD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between NSWCCD and Contractor Facilities

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

C.31 Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

(a) The Contractor shall insure that all employees who have a Common Access Card (CAC) turn in the CAC immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

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

C.32 eCRAFT STANDARD LANGUAGE

The below reporting in eCRAFT is not required at this time. The below reporting is included because it is anticipated that sometime during the period of performance of this order it will be required. The Contractor will be notified by a Contract Modification as to the start date.

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in

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the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

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

(1) Access:

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

(2) Submission and Acceptance/Rejection:

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

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SECTION D PACKAGING AND MARKING

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

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 on 28 March 2013.

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

E.1 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.

E.2 HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

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

E.3 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Items 7000 – 7400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

E.4 TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This Task Order as defined in FAR 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

E.5 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.5.1 The Contractor's performance in each of the task areas of Statement of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the Task Order. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

E.5.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

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E.5.3 In accordance with the CPARS evaluation, Contractor performance will be evaluated in five general areas (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management & Efficiency). A rating of Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory (as defined in Table 42-1 @ FAR 42.1503) will be assigned to each area. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.5.3.1 Quality of Product or Service – Addresses the extent to which the Contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) services are provided in a professional unbiased manner. Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

E.5.3.2 Schedule – Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

E.5.3.3 Cost Control – Addresses the Contractor’s overall effectiveness in controlling direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.5.3.4 Business Relations – Addresses the responsiveness of the Contractor’s upper-level management to Government concerns and needs, the effectiveness of the Contractor’s management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

E.5.3.5 Management of Key Personnel – Addresses the overall quality of the Contractor’s team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the Contractor’s efforts to retain or attract qualified personnel.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	7/11/2017 - 7/10/2018
7000AB	7/11/2017 - 7/10/2018
9000AA	7/11/2017 - 7/10/2018
9000AB	7/11/2017 - 7/10/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7000AA	7/11/2017 - 7/10/2018
7000AB	7/11/2017 - 7/10/2018
9000AA	7/11/2017 - 7/10/2018
9000AB	7/11/2017 - 7/10/2018

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

7100AA	7/11/2018 - 7/10/2019
7200AA	7/11/2019 - 7/10/2020
7300AA	7/11/2020 - 7/10/2021
7400AA	7/11/2021 - 7/10/2022
9100AA	7/11/2018 - 7/10/2019
9200AA	7/11/2019 - 7/10/2020
9300AA	7/11/2020 - 7/10/2021
9400AA	7/11/2021 - 7/10/2022

The Periods of Performance for the Not Separately Priced (NSP) Data CLINs is as follows:

7099	7/11/2017 - 7/10/2018
7199	7/11/2018 - 7/10/2019
7299	7/11/2019 - 7/10/2020
7399	7/11/2020 - 7/10/2021
7499	7/11/2021 - 7/10/2022

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

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The Contractor shall perform the work described in SECTION C, at the level of effort specified in 5252.216-9122.

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

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

F.3 DELIVERY/PERFORMANCE/DATA RIGHTS

This is a Task Order for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this Task Order, Contractor personnel shall perform as required by this Task Order, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the Contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government –owned data and shall be included in an appropriate technical report or other deliverable. The Contractor's use of and access to Government-owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate contract clauses.

F.4 PRIMARY PLACE OF PERFORMANCE

Services to be performed hereunder will be provided at the NSWC Dahlgren site.

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

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

G.2 SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area. Tracking and reporting shall be accomplished at the project area/work area level. Each identified project area/work area shall be invoiced by its associated SLIN and ACRN. If multiple ACRNs are associated with a single project/work area, the Contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

G.3 PAYMENT INSTRUCTION

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

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

Note: The Government may change the Payment Instruction.

G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

(b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours on the Government facility if approved by the COR, or work off-site, or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

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Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowed for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

G.5 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

(2) *Inspection/acceptance location.* The Contractor shall select the following

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inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N00178

(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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S5111A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	S5111A
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	Not Applicable

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

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

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(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact DLGR_NSWC_WAWF_Admin@navy.mil.

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

G.6 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), 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.

G.7 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):



(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to

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

Contract Specialist:

[REDACTED]

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

Administrative Contracting Officer (ACO)

DCMA Manassas
10500 Battleview Parkway
Suite 200
Manassas, VA 20109-2342

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

Contracting Officer Representative (COR):

[REDACTED]

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

G.8 Ddl-G11 CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the Prime Contractor anticipates

that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following Sub-contractors are approved on this Task Order: No Sub-contractors are approved for this Task Order.

G.9 ACCOUNTING SYSTEM ADEQUACY

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

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

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

(d) The prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Statement of Work (SOW), the Government requires personnel with the appropriate experience and professional qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 below. All personnel are considered key personnel and qualification levels are considered to be required. Resumes are required for all personnel. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for key personnel are considered to be minimums for any growth beyond those individuals initially proposed. le

H.1.1 Definitions

(a) Experience – The required and desired experience for each Labor Category must be directly related to the tasks and programs listed in the SOW.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offers' ability to perform the Task Order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

H.2 KEY PERSONNEL – REQUIRED QUALIFICATIONS

Program Manager

Desired: Five (5) years of project management experience, with at least three (3) years involving Federal Government programs. Proven ability to lead and direct challenging projects and execute assignments independently within the scope of the contract. The Program Manager shall have demonstrated experience providing administrative oversight, corporate management, and ability to provide overall technical, schedule, and cost direction.

Senior Systems Security Engineer

Required: Six (6) years related practical experience in Cybersecurity, Engineering Test and Evaluation (T&E), or A&A related field. Three (3) years Navy specific experience performing validator tasks with C&A and/or A&A Packages. The Contractor shall have knowledge of Risk

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Management Framework (RMF) and experience with Interim Authority To Test (IATT), DoD Information Assurance Certification and Accreditation Process (DIACAP) and Platform Information Technology (PIT) Systems. The Contractor shall have direct Validator knowledge and experience utilizing the Navy's instance of eMASS.

Systems Security Engineer

Required: Four (4) years related practical experience in Cybersecurity, Engineering Test and Evaluation (T&E), or A&A related field. One (1) year Navy specific experience performing validator tasks with C&A and/or A&A Packages. The Contractor shall have knowledge of Risk Management Framework (RMF) and experience with Interim Authority To Test (IATT), DoD Information Assurance Certification and Accreditation Process (DIACAP) and Platform Information Technology (PIT) Systems. The Contractor shall have direct Validator knowledge and experience utilizing the Navy's instance of eMASS.

H.3 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.

H.4 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. The Contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. 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

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obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

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

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

(d) TRIPWIRE NOTIFICATION: The labor tripwire is any variation of actual-to-bid rate averages greater than 10%. The contractor will be advised of any changes to these tripwire levels that occur during performance.

H.6 LABOR TRIPWIRE JUSTIFICATIONS

(a) The Contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending addition of any individual will be at fully burdened labor rate (through fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until he is advised by the Contract Specialist that the request has been approved.

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

(c) Currently, the tripwire level is a fully burdened labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (Prime, Sub-contractor, or Consultant) is proposed to work under the contract. The Contractor will be advised of any changes to this tripwire level that occur during performance. All fully burdened labor rates of \$156/hour or

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greater shall require the COR and the PCO's review and written approval.

(c) The Contractor shall advise the COR and Contract Specialist, by e-mail, if the variations of actual-to-bid rate averages greater than 10% are anticipated for the period of performance. The Contractor shall include an explanation of the circumstances which brought this about and the plan to correct the problem. The plan should include a timeframe for their corrective action to be fully implemented.

H.7 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall be provided in the following format, and not exceed three (3) pages each:

H.7.1 HEADER

- (a) Complete Name
- (b) Current Employer
- (c) Task Order Labor Category
- (d) Contractor Labor Category
- (e) Percentage of time to be allocated to this effort upon award of this Task Order
- (f) Current security clearance level in JPAS (identify if interim or final)
- (g) Current work location
- (h) Planned work location upon award of this Task Order

H. 7.2 EDUCATION/PROFESSIONAL DEVELOPMENT

Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the Offeror's qualifications to perform under the Task Order. For education and training, the following format is preferred:

- (a) Academic: Degree(s); Date(s); Institution; Major/Minor
- (b) Non-Academic: Course title, date(s), approximate length
- (c) Professional licenses and specialized certifications.

Note the date obtained for each, as well as the date when each license/certification requires renewal

H.7.3 CHRONOLOGICAL WORK HISTORY/EXPERIENCE

- (a) Employer: Dates (month/year); Title(s) held
- (b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and

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

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

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

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

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

(g) Gaps in experience shall be explained.

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

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: **CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for **NSWCDD Task Order N00178-17-F-3014 by Watershed Security, LLC** and intend to make myself available to work under any resultant contract to the extent possible.**

H.8 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce

Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

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

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

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

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

H.9 Ddl-H10 FUNDING PROFILE

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

CLIN	Total CPFF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
Total Base						
Option 1						
Total Option 1						
Option 2						
Total Option 2						
Option 3						
Total Option 3						
Option 4						
Total Option 4						
Total Contract						

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

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

CLIN	Allotted to Cost	Allotted to Fee	Funded CPFF	POP Funded Thru
Base				
	█	█	█	█
	█	█	█	█
Total Base	█	█	█	█
Option 1				
	█	█	█	█
	█	█	█	█
Total Option 1	█	█	█	█
Option 2				
	█	█	█	█
	█	█	█	█
Total Option 2	█	█	█	█
Option 3				
	█	█	█	█
	█	█	█	█
Total Option 3	█	█	█	█
Option 4				
	█	█	█	█
	█	█	█	█
Total Option 4	█	█	█	█
Total Contract	█	█	█	█

(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 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).

H.11 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be the man-hours of direct labor identified in the table below, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

CLINs	Total Man Hours	Compensated Man Hours	Uncompensated Man Hours
Base (CLIN 7000)	██████	██████	██████
Option 1 (CLIN 7100)	██████	██████	██████
Option 2 (CLIN 7200)	██████	██████	██████
Option 3 (CLIN 7300)	██████	██████	██████
Option 4 (CLIN 7400)	██████	██████	██████
Total Hours	██████	██████	██████

(b) Of the total man-hours of direct labor set forth above, it is estimated that ██████ 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. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An

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alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

H.12 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

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

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$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>

H.13 SAVINGS INITIATIVES

The following cost savings initiatives, per the MAC, are incorporated under this Task Order:

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(a) Annual Labor Escalation: [REDACTED]

(b) Maximum Pass-Thru Rate: [REDACTED]

(c) Fixed Fee: [REDACTED]

(d) Other: [REDACTED]

(e) The Government also strongly encourages the prime contractor to eliminate “double pass-thru” costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of:

(1) The Prime Contractor’s pass-thru rate under this order or

(2) The Sub-contractor’s SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

H.14 eCRAFT CROSSWALK

The following crosswalk corresponds with C.32 eCRAFT STANDARD LANGUAGE. The eCRAFT Labor Categories for Senior Systems Security Engineer and Systems Security Engineer will be determined by time of award.

Contract Labor Category (current title)	eCRAFT Labor Category Title	Experience Level of Contractor	Key or Non-Key Personnel
Program Manager	MANAGER, PROGRAM/ PROJECT I ----- MANP1	Level 1	Key
Senior Systems Security Engineer	TBD	TBD	Key
Systems Security Engineer	TBD	TBD	Key

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SECTION I CONTRACT CLAUSES

I.1 PROVISIONS INCORPORATED BY REFERENCE

- 52.204-7 System for Award Management (OCT 2016)
- 52.204-8 Annual Representations and Certifications (JAN 2017)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 52.244-3 Privacy Training (JAN 2017) - Alternate I (JAN 2017)

I.2 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	Dec-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan-17
52.204-19	Incorporation by Reference of Representations and Certifications	Dec-14
52.204-13	System for Award Management Maintenance	Oct-16
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov-15
52.216-8	Fixed Fee	Jun-11
52.219-14	Limitations on Subcontracting	Jan-17
52.219-6	Notice of Total Small Business Set-Aside	Nov-11
52.219-8	Utilization of Small Business Concerns	Nov-16
52.222-50	Combatting Trafficking In Persons	Mar-15
52.222-60	Paycheck Transparency (Executive Order 13673)	Oct-16
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug-11
52.224-1	Privacy Act Notification	Apr-84
52.224-2	Privacy Act	Apr-84
52.232-25	Prompt Payment	Jan-17
52.232-39	Unenforceability of Unauthorized Obligations	Jun-13
52.232-40	Providing Accelerated Payments to Small Business Sub-contractors	Dec-13
52.233-3	Protest After Award	Aug-96
52.233-4	Applicable Law for Breach of Contract Claim	Oct-04
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr-84
52.239-1	Privacy or Security Safeguards	Aug-96
52.243-7	Notification of Changes	Jan-17
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	Sep-11
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep-13
252.203-7004	Display of Hotline Posters	Oct-16
252.204-7000	Disclosure of Information	Oct-16
252.204-7003	Alternate A, System for Award Management	Feb-14
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Oct-16
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Oct-16
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Oct-16
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	May-16
252.225-7048	Export Controlled Items	Jun-13
252.232-7010	Levies on Contract Payments	Dec-06
252.239-7010	Cloud Computing Services	Oct-16
252.247-7023	Transportation of Supplies by Sea	Apr-14

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All clauses in the Offerors MAC contract apply to this Task Order, except for the following: 52.216-10, 52.216-16, 52.216-17, 52.219-3, 52.219-4, 52.219-27, 52.219-29, 52.227-3, 52.227-10, 52.227-13, 52.249-2, 252.246-7001 Alternates I & II.

Note: Regarding 52.244-2 – SUBCONTRACTS (OCT 2010) – ALTERNATE I (JUNE 2007), teaming arrangements with any firm not included in the contractor’s basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

I.3 CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

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- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered

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contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

ITEMS	LATEST OPTION EXERCISE DATA
7100, 7199, 9100	No later than 12 months after the Task Order POP start date.
7200, 7299, 9200	No later than 24 months after the Task Order POP start date.
7300, 7399, 9300	No later than 36 months after the Task Order POP start date.
7400, 7499, 9400	No later than 48 months after the Task Order POP start date.

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

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

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

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding

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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.

SECTION J LIST OF ATTACHMENTS

Exhibit A Contract Data Requirements List (DD 1423)

Attachment J.1 DoD Contract Security Classification Specification (DD Form 254)

Attachment J.2 COR Appointment Letter

DISTRIBUTION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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