

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7693		2. DELIVERY ORDER NO. N6523618F3024		3. EFFECTIVE DATE 2017 Dec 15		4. PURCH REQUEST NO. 1300606159		5. PRIORITY Unrated							
6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 Bridgette L Clayton/2.2.2.2 843-218-3644			CODE N65236		7. ADMINISTERED BY DCMA Dallas 4211 Cedar Springs Road Dallas TX 75219-2602			CODE S4402A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>					
9. CONTRACTOR Diamond Data Systems, Inc. 111 Veterans Blvd, Suite 1600 Metairie LA 70005-3044			CODE IPDV3		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED						
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G												
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>					
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.												
	PURCHASE	Reference your _____ furnish the following on terms specified herein.													
	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.														
Diamond Data Systems, Inc.						Richard Gremillion President & COO									
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				25. TOTAL		\$8,762,598.21					
				BY: /s/Carol A Lloyd				12/15/2017 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN															
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS					
						PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
f. TELEPHONE						g. E-MAIL ADDRESS						FINAL		34. CHECK NUMBER	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT		COMPLETE		35. BILL OF LADING NO.					
a. DATE						b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						PARTIAL			
												FULL			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.					

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## GENERAL INFORMATION

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Datacenter Infrastructure & Applications Services Support - Base Year - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)	1.0	LO	\$4,198,281.59	\$206,928.14	\$4,405,209.73
700001	R425	10 U.S.C 2410 (a) authority -the duration of this CLIN cannot exceed 12 months. (Fund Type - OTHER)					
7001	R425	Datacenter Infrastructure & Applications Services Support - Base Year - Funding Source #2 (PMC) for MCEITS (PMC)	1.0	LO	\$515,822.24	\$25,468.10	\$541,290.34
7002	R425	Datacenter Infrastructure & Applications Services Support - Base Year - Funding Source #3 (RDT&E) for MCEITS (RDT&E)	1.0	LO	\$480,206.24	\$23,687.30	\$503,893.54
7003	R425	Datacenter Infrastructure & Applications Services Support - Base Year - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)	1.0	LO	\$917,485.91	\$44,826.58	\$962,312.49
7004	R425	Datacenter Infrastructure & Applications Services Support - Base Year - Funding Source #2 (PMC) for TFITS (PMC)	1.0	LO	\$552,142.48	\$27,075.31	\$579,217.79
7005	R425	Datacenter Infrastructure & Applications Services Support - Base Year - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)	1.0	LO	\$780,049.94	\$38,513.03	\$818,562.97
7006	R425	Datacenter Infrastructure & Applications Services Support - Base Year - Funding Source #2 (PMC) for TSO (PMC)	1.0	LO	\$742,748.19	\$36,565.01	\$779,313.20

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7007		Base Year - Contract Data Requirements List (CDRL) Not Separately Priced (NSP)	1.0	LO			NSP

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Datacenter Infrastructure & Applications Services Support - Option Year 1 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)  Option	1.0	LO	\$4,250,152.53	\$209,462.04	\$4,459,614.57
7101	R425	Datacenter Infrastructure & Applications Services Support - Option Year 1 - Funding Source #2 (PMC) for MCEITS (PMC)  Option	1.0	LO	\$521,760.19	\$25,758.55	\$547,518.74
7102	R425	Datacenter Infrastructure & Applications Services Support - Option Year 1 - Funding Source #3 (RDT&E) for MCEITS (RDT&E)  Option	1.0	LO	\$485,913.79	\$23,966.23	\$509,880.02
7103	R425	Datacenter Infrastructure & Applications Services Support - Option Year 1 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)  Option	1.0	LO	\$932,074.24	\$45,535.06	\$977,609.30
7104	R425	Datacenter Infrastructure & Applications Services Support - Option Year 1 - Funding Source #2 (PMC) for TFITS (PMC)  Option	1.0	LO	\$560,028.79	\$27,459.02	\$587,487.81
7105	R425	Datacenter Infrastructure & Applications Services Support - Option Year 1 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)  Option	1.0	LO	\$652,046.18	\$32,092.18	\$684,138.36
7106	R425	Datacenter Infrastructure & Applications Services Support - Option Year 1 - Funding Source #2 (PMC) for TSO (PMC)  Option	1.0	LO	\$799,341.94	\$39,218.83	\$838,560.77

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7107		Option Year 1 - Contract Data Requirements List (CDRL) Not Separately Priced (NSP)	1.0	LO			NSP

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Datacenter Infrastructure & Applications Services Support - Option Year 2 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)  Option	1.0	LO	\$4,304,496.82	\$212,118.17	\$4,516,614.99
7201	R425	Datacenter Infrastructure & Applications Services Support - Option Year 2 - Funding Source #2 (PMC) for MCEITS (PMC)  Option	1.0	LO	\$528,002.29	\$26,064.07	\$554,066.36
7202	R425	Datacenter Infrastructure & Applications Services Support - Option Year 2 - Funding Source #3 (RDT&E) for MCEITS (RDT&E)  Option	1.0	LO	\$491,906.29	\$24,259.27	\$516,165.56
7203	R425	Datacenter Infrastructure & Applications Services Support - Option Year 2 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)  Option	1.0	LO	\$947,149.53	\$46,267.34	\$993,416.87
7204	R425	Datacenter Infrastructure & Applications Services Support - Option Year 2 - Funding Source #2 (PMC) for TFITS (PMC)  Option	1.0	LO	\$568,315.44	\$27,862.42	\$596,177.86
7205	R425	Datacenter Infrastructure & Applications Services Support - Option Year 2 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)  Option	1.0	LO	\$660,642.46	\$32,511.79	\$693,154.25
7206	R425	Datacenter Infrastructure & Applications Services Support - Option Year 2 - Funding Source #2 (PMC) for TSO (PMC)  Option	1.0	LO	\$810,876.01	\$39,780.58	\$850,656.59

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7207		Option Year 2 - Contract Data Requirements List (CDRL) Not Separately Priced (NSP)	1.0	LO			NSP

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Datacenter Infrastructure & Applications Services Support - Option Year 3 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)  Option	1.0	LO	\$4,360,973.93	\$214,879.99	\$4,575,853.92
7301	R425	Datacenter Infrastructure & Applications Services Support - Option Year 3 - Funding Source #2 (PMC) for MCEITS (PMC)  Option	1.0	LO	\$534,480.50	\$26,381.28	\$560,861.78
7302	R425	Datacenter Infrastructure & Applications Services Support - Option Year 3 - Funding Source #3 (RDT&E) for MCEITS (RDT&E)  Option	1.0	LO	\$498,134.90	\$24,564.00	\$522,698.90
7303	R425	Datacenter Infrastructure & Applications Services Support - Option Year 3 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)  Option	1.0	LO	\$962,601.06	\$47,018.21	\$1,009,619.27
7304	R425	Datacenter Infrastructure & Applications Services Support - Option Year 3 - Funding Source #2 (PMC) for TFITS (PMC)  Option	1.0	LO	\$576,819.84	\$28,276.56	\$605,096.40
7305	R425	Datacenter Infrastructure & Applications Services Support - Option Year 3 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)  Option	1.0	LO	\$669,597.42	\$32,949.07	\$702,546.49
7306	R425	Datacenter Infrastructure & Applications Services Support - Option Year 3 - Funding Source #2 (PMC) for TSO (PMC)  Option	1.0	LO	\$822,850.46	\$40,363.97	\$863,214.43

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7307		Option Year 3 - Contract Data Requirements List (CDRL) Not Separately Priced (NSP)	1.0	LO			NSP

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Datacenter Infrastructure & Applications Services Support - Option Year 4 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)  Option	1.0	LO	\$4,419,760.13	\$217,755.94	\$4,637,516.07
7401	R425	Datacenter Infrastructure & Applications Services Support - Option Year 4 - Funding Source #2 (PMC) for MCEITS (PMC)  Option	1.0	LO	\$541,291.66	\$26,715.00	\$568,006.66
7402	R425	Datacenter Infrastructure & Applications Services Support - Option Year 4 - Funding Source #3 (RDT&E) for MCEITS (RDT&E)  Option	1.0	LO	\$504,648.46	\$24,882.84	\$529,531.30
7403	R425	Datacenter Infrastructure & Applications Services Support - Option Year 4 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)  Option	1.0	LO	\$978,501.17	\$47,790.96	\$1,026,292.13
7404	R425	Datacenter Infrastructure & Applications Services Support - Option Year 4 - Funding Source #2 (PMC) for TFITS (PMC)  Option	1.0	LO	\$585,622.05	\$28,705.39	\$614,327.44
7405	R425	Datacenter Infrastructure & Applications Services Support - Option Year 4 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)  Option	1.0	LO	\$678,882.06	\$33,402.77	\$712,284.83
7406	R425	Datacenter Infrastructure & Applications Services Support - Option Year 4 - Funding Source #2 (PMC) for TSO (PMC)  Option	1.0	LO	\$835,159.49	\$40,963.92	\$876,123.41

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7407		Option Year 4 - Contract Data Requirements List (CDRL) Not Separately Priced (NSP)	1.0	LO			NSP

For ODC Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Base Year - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)	1.0	LO	\$55,565.63
900001	R425	10 U.S.C 2410 (a) authority -the duration of this CLIN cannot exceed 12 months. (Fund Type - OTHER)			
9001	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Base Year - Funding Source #2 (PMC) for MCEITS (PMC)	1.0	LO	\$34,846.28
9002	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Base Year - Funding Source #3 (RDT&E) for MCEITS (RDT&E)	1.0	LO	\$4,120.45
9003	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Base Year - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)	1.0	LO	\$24,654.24
9004	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Base Year - Funding Source #2 (PMC) for TFITS (PMC)	1.0	LO	\$23,227.49
9005	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Base Year - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)	1.0	LO	\$16,048.08
9006	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Base Year - Funding Source #2 (PMC) for TSO (PMC)	1.0	LO	\$14,335.98
9100	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 1 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)  Option	1.0	LO	\$56,230.05
9101	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 1 - Funding Source #2 (PMC) for MCEITS (PMC)  Option	1.0	LO	\$35,587.40
9102	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 1 - Funding Source #3 (RDT&E) for MCEITS (RDT&E)  Option	1.0	LO	\$4,169.72
9103	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 1 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)  Option	1.0	LO	\$24,949.04
9104	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 1 - Funding Source #2 (PMC) for TFITS (PMC)  Option	1.0	LO	\$23,505.23
9105	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 1 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)  Option	1.0	LO	\$16,239.97

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9106	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 1 - Funding Source #2 (PMC) for TSO (PMC) Option	1.0	LO	\$14,507.40
9200	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 2 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER) Option	1.0	LO	\$56,929.20
9201	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 2 - Funding Source #2 (PMC) for MCEITS (PMC) Option	1.0	LO	\$36,074.86
9202	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 2 - Funding Source #3 (RDT&E) for MCEITS (RDT&E) Option	1.0	LO	\$4,221.56
9203	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 2 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER) Option	1.0	LO	\$25,259.25
9204	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 2 - Funding Source #2 (PMC) for TFITS (PMC) Option	1.0	LO	\$23,797.49
9205	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 2 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER) Option	1.0	LO	\$16,441.89
9206	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 2 - Funding Source #2 (PMC) for TSO (PMC) Option	1.0	LO	\$14,687.78
9300	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 3 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER) Option	1.0	LO	\$57,659.66
9301	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 3 - Funding Source #2 (PMC) for MCEITS (PMC) Option	1.0	LO	\$36,583.49
9302	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 3 - Funding Source #3 (RDT&E) for MCEITS (RDT&E) Option	1.0	LO	\$4,275.73
9303	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 3 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)	1.0	LO	\$25,583.34

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9304	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 3 - Funding Source #2 (PMC) for TFITS (PMC)	1.0	LO	\$24,102.83
		Option			
9305	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 3 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)	1.0	LO	\$16,652.86
		Option			
9306	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 3 - Funding Source #2 (PMC) for TSO (PMC)	1.0	LO	\$13,277.28
		Option			
9400	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 4 - Funding Source #1 (OMMC) for MCEITS (Fund Type - OTHER)	1.0	LO	\$58,422.90
		Option			
9401	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 4 - Funding Source #2 (PMC) for MCEITS (PMC)	1.0	LO	\$37,114.36
		Option			
9402	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 4 - Funding Source #3 (RDT&E) for MCEITS (RDT&E)	1.0	LO	\$4,332.33
		Option			
9403	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 4 - Funding Source #1 (OMMC) for TFITS (Fund Type - OTHER)	1.0	LO	\$25,922.00
		Option			
9404	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 4 - Funding Source #2 (PMC) for TFITS (PMC)	1.0	LO	\$24,421.56
		Option			
9405	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 4 - Funding Source #1 (OMMC) for TSO (Fund Type - OTHER)	1.0	LO	\$16,873.31
		Option			
9406	R425	Datacenter Infrastructure & Applications Services Support - ODCs - Option Year 4 - Funding Source #2 (PMC) for TSO (PMC)	1.0	LO	\$15,073.16
		Option			

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled

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"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(s) specified in the table below per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

Year	CLIN	Fixed Fee	Hours	Fee per Direct Labor Hour
Base Year Funding Source #1	7000	\$206,928.14	58,272	\$3.55
Base Year Funding Source #2	7001	\$25,468.10	6,720	\$3.79
Base Year Funding Source #3	7002	\$23,687.30	6,720	\$3.52
Base Year Funding Source #4	7003	\$44,826.58	15,360	\$2.92
Base Year Funding Source #5	7004	\$27,075.31	9,600	\$2.82
Base Year Funding Source #6	7005	\$38,513.03	11,520	\$3.34
Base Year Funding Source #7	7006	\$36,565.01	11,520	\$3.17
Option Year 1 Funding Source #1	7100	\$209,462.04	58,272	\$3.59
Option Year 1 Funding Source #2	7101	\$25,758.55	6,720	\$3.83
Option Year 1 Funding Source #3	7102	\$26,966.23	6,720	\$3.57
Option Year 1 Funding Source #4	7103	\$45,535.06	15,360	\$2.96
Option Year 1 Funding Source #5	7104	\$27,459.02	9,600	\$2.86
Option Year 1 Funding Source #6	7105	\$32,092.18	11,520	\$2.79
Option Year 1 Funding Source #7	7106	\$33,330.19	11,520	\$2.89
Option Year 2 Funding Source #1	7200	\$212,118.17	58,272	\$3.64
Option Year 2 Funding Source #2	7201	\$26,064.07	6,720	\$3.88
Option Year 2 Funding Source #3	7202	\$24,259.27	6,720	\$3.61
Option Year 2 Funding Source #4	7203	\$46,267.34	15,360	\$3.01
Option Year 2 Funding Source #5	7204	\$27,862.42	9,600	\$2.90
Option Year 2 Funding Source #6	7205	\$32,511.79	11,520	\$2.82
Option Year 2 Funding Source #7	7206	\$33,851.62	11,520	\$2.94
Option Year 3 Funding Source #1	7300	\$214,879.99	58,272	\$3.69
Option Year 3 Funding Source #2	7301	\$26,381.28	6,720	\$3.93
Option Year 3 Funding Source #3	7302	\$24,564.00	6,720	\$3.66
Option Year 3 Funding Source #4	7303	\$47,018.21	15,360	\$3.06
Option Year 3 Funding Source #5	7304	\$28,276.56	9,600	\$2.95
Option Year 3 Funding Source #6	7305	\$32,949.07	11,520	\$2.86
Option Year 3 Funding Source #7	7306	\$34,390.85	11,520	\$2.99
Option Year 4 Funding Source #1	7400	\$217,755.94	58,272	\$3.74
Option Year 4 Funding Source #2	7401	\$26,715.00	6,720	\$3.98
Option Year 4 Funding Source #3	7402	\$24,882.84	6,720	\$3.70
Option Year 4 Funding Source #4	7403	\$47,790.96	15,360	\$3.11
Option Year 4 Funding Source #5	7404	\$28,705.39	9,600	\$2.99
Option Year 4 Funding Source #6	7405	\$33,402.77	11,520	\$2.90
Option Year 4 Funding Source #7	7406	\$34,943.76	11,520	\$3.03

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

SHORT TITLE: Datacenter Infrastructure and applications Services Support

#### 1.0 PURPOSE

##### 1.1 BACKGROUND

Enterprise Systems & Services (ES2) Integrated Product Team (IPT) supports United States Marine Corps (USMC) PMM-110 and Technology Services Organization (TSO), Headquarters Marine Corp Programs and Resources (HQMC P&R), Product Manager (PdM's) Marine Corps. Enterprise Information Technology Services (MCEITS), Total Force Information Systems (TFITS), TSO MOL Validation, and Misc. Programs. PMM-110s mission is to serve as the Marine Corps agent for design, acquisition and sustainment of the information systems and infrastructure used to accomplish the Marine Corps warfighting mission.

The MCEITS PdM provides enterprise IT services contained within a common data center infrastructure. The MCEITS Program of Record (POR) provides the capability to host manage, or provision legacy systems and future Marine Corps applications and data services. The MCEITS infrastructure supports consolidation while providing high availability/continuity/disaster recovery (HA/C/DR) systems and operations. MCEITS provides a secure, collaborative, net-centric information sharing framework to enable the integration of products, services and users.

The TFITS PdM provides acquisition oversight and sustainment for fifty plus USMC business systems. TFITS provides quality engineered, value-added information technology applications and solutions enabling the Warfighter, and supporting and enriching the Marine Corps community.

TSO provides development, design, production, sustainment support, and application hosting of enterprise-level information technology systems; particularly business systems including but not limited to pay, personnel, budget execution, orders writing, and accounting systems for the Marine Corps, Navy and Defense Financial Account Services (DFAS) customers.

#### 1.2 SCOPE

SPAWARSYSCEN Atlantic requires contractor support for Program Management, Engineering, Technical, Production, and Logistics in support of the MCEITS, TFITS, TSO and miscellaneous project efforts. This TO is funded with multiple appropriations as delineated on specified contract line item numbers (CLINs). PWS task(s) associated with each funding CLIN is outlined in Section B and Section G of the Request for Proposal (RFP).

NOTE: Work will not be performed in Afghanistan.

#### 2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

The contractor shall ensure all work accomplished on task utilizes the best commercial practices and current acceptable industry standards. In accordance with Defense Acquisition Policy changes, maximum utilization of non-government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked.

##### 2.1 REQUIRED DOCUMENTS

The following instructional documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal.

	Document Number	Title
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a.	DoD 5200.2-R	DoD Regulation – Personnel Security Program dtd Jan 87
b.	DoDM 5200.01	DoD Manual – Information Security Program Manual dtd 24 Feb 12
c.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
d.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
e.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM) dtd 28 Feb 06
f.	DoDI 5220.22	DoD Instruction – National Industrial Security Program dtd 18 Mar 11
g.	DoDI 8500.01	DoD Instruction – Cybersecurity dtd 14 Mar 14
h.	DoDI 8510.01	DoD Instruction – Risk Management Framework (RMF) for DoD Information Technology (IT) dtd 12 Mar 14

i.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
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## 2.2 GUIDANCE DOCUMENTS

The following documents are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal.

	Document Number	Title
a.	MIL-STD-1916	DoD Test Method Standard – DoD Preferred Methods for Acceptance Of Product
b.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
c.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
d.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
e.	ISO/IEC 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
f.	ANSI/EIA-748A	America National Standards Institute/Electronic Industries Alliance Standard – Earned Value Management (EVM) Systems

g.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
h.	DoDM-1000.13-M-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle dtd 23 Jan 14
i.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
j.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136  – Employment Eligibility Verification

### 2.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents. Many documents are available from online sources. Specifications and commercial/industrial documents may be obtained from the following sources:

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

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099.

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

### 3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support tasks that will be required throughout the task order life. The contractor shall provide necessary resources and knowledge to support the listed tasks. Specific objectives will be dependent on the basic contract and the task order (TO) written against the basic contract. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract

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installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 24 Apr 12, the contractor shall ensure proper notification and status updates of installation work performed outside of SPAWARSYSCEN Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

### 3.1. RELEVANT EXPERIENCE

#### 3.1.1 Systems and Equipment

The contractor shall provide functional and technical expertise supporting a wide range of Department of the Navy (DoN) and Department of Defense (DoD) Business IT systems. Systems will range from client-server applications, employing interactive and batch processes, to customized web-based solutions, operating in a distributed or standalone environment. Such systems include:

- a. Marine Corps Enterprise IT Services (MCEITS)
- b. Total Force Information Technology Systems (TFITS)

### 3.2. PROGRAM MANAGEMENT (Subtask: CLIN 7000, 7003-7006)

#### 3.2.1 Program Support

The contractor shall work closely with the COR supporting the needs of the program at the sponsor level. Support shall include coordination of meetings, preparing budget drills, developing agenda items, attending high-level meetings, generating minutes, and tracking action items. Other support may require a contractor to recommend policies, doctrine, tactics, and procedures at the Federal, State, and Local level given their past expert opinion or using analysis of actual outcomes.

Program support may require significant coordination and interface with various DoD and non-DoD activities located in and out of Continental United States (CONUS).

3.2.1.1 The contractor shall support the Marine Corps Systems Command (MARCORSYSCOM) with program planning, status, and reporting. The contractor shall plan project acquisition phases and provide program control, as well as identify, manage, and provide mitigation strategies for program and project level risk. The contractor shall be responsible for developing program documentation and facilitating reviews required to meet milestone authority

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directives. The contractor shall develop Program Objective Memorandum (POM) initiatives and facilitate, coordinate, and finalize Probability of Program Success (PoPS) reviews and documentation. The contractor shall participate in and record minutes for executive-level meetings.

3.2.1.2 The contractor shall support MARCORSYSCOM with management of project schedules for major program efforts. The contractor shall develop and manage project planning and integrated master schedules, including critical path and internal/external dependency management. The contractor shall be responsible for developing and maintaining project schedules, monitor weekly progress, report to senior leadership, and provide input to executive level briefings. The contractor shall develop and maintain regular reporting tools (e.g., dashboards, status updates); identifying, documenting, and communicating changes to project critical paths; identifying and articulating schedule risks, and propose risk mitigations to the Risk Management Board; identify work-around and associated impacts to required schedule changes; conducting “what-if” analyses to respond to requests for change or to address project schedule risk areas. Microsoft Project shall be utilized by the contractor.

3.2.1.3 The contractor shall support MARCORSYSCOM in development of program and engineering documentation. The contractor shall develop Cost Analysis Requirements Description (CARD) and Risk Management Plan (RMP) documentation to support acquisition and program milestones. The contractor shall develop technical documentation such as Systems Engineering Technical Review documentation, Engineering Change Proposals (ECP), Change Requests (CRQ), and Analysis of Alternatives (AoA) Use Cases.

### 3.2.2 Program Support Documentation

The contractor shall develop and draft program management (PM) documents such as (CDRL A001): Statement of Work or Performance Work Statement  
 Cost Estimation  
 Meeting Agenda and Minutes  
 Plans of Action and Milestone (PO&AM) Work Breakdown Structure (WBS) Integrated Master Schedules (IMS)  
 Implement and maintain Risk Management Processes  
 Various program acquisition related documents: Pre and Post Full Operational Capability (FOC), Mission Needs Statement (MNS), and Operational Requirements Document (ORD).

### 3.3. SYSTEMS ENGINEERING SUPPORT (Subtask: CLIN 7000-7006)

The contractor shall include left side support for the MCEITS integration, sustainment, and technology refresh (hardware and software) efforts; engineering support for the TFITS, sustainment and software/hardware refresh efforts, and engineering support efforts.

#### 3.3.1 Test & Evaluation (T&E)

The contractor shall support the development and execution of technical and program test and evaluation strategies to reach FOC, and provide test support for program pre-planned product improvements (P3I) and other engineering changes. The contractor shall develop and update comprehensive test support strategies; assess, develop and execute the program’s test strategy; refine plans and processes for the program; and coordinate across functional areas. The contractor shall support the development of technical documentation Test Reports, Test and Evaluation Strategy (TES), Test and Evaluation Master Plans (TEMPs) (CDRL A002), IMSs and Systems Engineering Technical Review (SETR) event documentation/briefings), and support SETR and Government Acceptance Testing (GAT) events.

#### 3.3.2 Systems Engineering

The contractor shall support Working Integrated Product Teams (WIPTs), technical reviews, working groups, and SETR events; develop and maintain engineering documentation (project schedules, life cycle documentation, SETR event briefings and reports, specialized engineering support plans, IMSs and requirements documentation).

#### 3.3.3 Data Center Engineering

The contractor shall provide support with the evaluation of hardware, software, processes, and procedures to support capacity planning, performance improvements, and cost-benefit analysis. The contractor shall provide support with migration of management software (VMWare, HP Tools, etc.), multi-tiered storage and databases (3PAR, Oracle, SQL, etc.), backup/recovery/failover, networks (Brocade, F5, etc.), integrated operations, application hosting, and/or application migration (VMDK, etc.). The contractor shall support WIPTs, SETR events, and technical review meetings; develop and review technical documentation (IMSs, Technical Plans, Technical Data Packages (TDPs), briefings, and reports), ECPs, and CRQ; support operational and technical feasibility of solutions; assess modeling and simulation data; and provide support with risk and impact assessment as a result of HW/SW/FW roadmap changes, technology refresh and emerging technology

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insertions.

### 3.3.4 Network Security Engineering

The contractor shall support promoting IT security standards, controls, policies and procedures and developing network security posture. The contractor shall provide support with network efforts to mitigate and investigate security incidents. The contractor shall design a secure deployment within a global environment with Active Directory. The contractor shall implement hardware/software solutions utilizing frameworks to scale both protection and mitigation tools improving uptime and monitoring of a data center environment. The contractor shall provide support in the creation and review of technical documentation.

### 3.3.5 Cloud Engineering

The contractor shall provide support establishing and delivering Enterprise-level Infrastructure as a Service (IaaS), Platform as a Service (PaaS) hosting models and migration of applications/systems from physical to virtual (P2V). The contractor shall provide support in the definition and design of hybrid cloud solutions. The contractor shall provide support in the application integration process into cloud architecture and Federal Risk and Authorization Management Program (FedRAMP) Plus requirements. The contractor shall provide support in developing and maintaining program cloud strategy. The contractor shall provide support in the development of cloud procedures and processes, continuity of operations, application development and test use cases, and specialized engineering support plans. The contractor shall utilize commercial cloud providers (e.g. Microsoft Azure, AWS), in both the cloud consumer and cloud broker roles.

### 3.3.6 Cloud Security Engineering

**The contractor shall support the development of cloud security and architecture solutions. The contractor shall provide support in the analysis, assessment, development, configuration and evaluation of cloud security solutions and architectures. The contractor shall provide support in the definition of hybrid cloud solution requirements and parameters, and shall analyze and assess solution security policies, standards, and procedures. The contractor shall successfully implement the shared security model, including defining roles and responsibilities. The contractor shall utilize the Defense Information Systems Agency (DISA) Provisional Authorization process, DoD Security Requirements Guide (SRG), and FedRAMP Plus requirements. The contractor shall provide technical expertise in utilizing Cloud Application Security module technologies, and shall provide support in establishing a cloud access point (CAP).**

### 3.3.7 Configuration Management

The contractor shall support existing CM activities by applying engineering analytical disciplines to identify, document, and verify that functional, performance, and physical characteristics of systems, to control changes, and track actual configurations of systems and platforms.

### 3.3.8 Cybersecurity/Information Assurance

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

#### 3.3.8.1 Cybersecurity Personnel

(a) In accordance with DFARS clause 252.239-7001, DoDD 8570.01 and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking requirements as cited in DoD 8570.01-M prior to accessing DoD information systems.

(b) The contractor shall be responsible for tracking and reporting cybersecurity personnel, also known as Cybersecurity Workforce (CSWF). See PWS Para 5.2.1.4 for CSWF Report (CDRL A003) requirements.

## 3.4. TECHNICAL SUPPORT (Subtask: CLIN 7000)

### 3.4.1 SharePoint Architecture

The contractor shall provide operational support and strategic planning for the Enterprise Information Services (EIS) SharePoint, identity management, and access control solutions to ensure successful management, security, operations, maintenance, and capacity planning. The contractor shall support WIPTs, SETR events, and technical review meetings; provide support with risk and impact assessment of changes as a result of HW/SW/FW roadmaps, technology refresh, and emerging technology insertions; validate SharePoint architecture plans and recommend other technical solutions; develop long-range strategic and governance plans, specialized engineering support plans, technical documentation (IMSSs, TDPs), briefings, reports, and analysis reports (metrics, capacity monitoring and planning, IA Scans, Central Processing Unit (CPU)

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probes, and Help Desk Data); trouble shoot performance issues and provide technical recommendations to mitigate issues; and coordinate across multiple functional areas. The contractor shall build SharePoint farms after technology refresh in accordance with government requirements, cybersecurity standards and hosting infrastructure guidelines. Upon completion of farm builds, the contractor shall provide continued application layer architecture, engineering, cybersecurity and technical assistance support to ensure SharePoint farms meet EIS SLA thresholds and objectives and maintain security posture and compliance. The contractor shall provide support for the enhancements, upgrades and migration of SharePoint farms to include next major version upgrade and builds for domain changes.

#### 3.4.2. Configuration Management Support

The contractor shall support WIPTs, PCAs, technical reviews, and SETR events. The contractor shall assess and refine existing CM processes, develop and maintain the existing Configuration Management Plan (CMP) and CM Standard Operating Procedures (SOPs), develop Physical Configuration Audit (PCA)/Functional Configuration Audit (FCA) Reports and CSARs, and coordinate CM processes across functional areas.

#### 3.4.3 Cyber Security

The contractor shall provide cyber security support and maintenance of the USMC Enterprise Environment. The contractor shall analyze and assess IT security policies, standards, and procedures; coordinate across functional areas and organizations; coordinate security inspections, test, and reviews of enclaves. The contractor shall support the Application Development and Test Environment Zone B cloud computing STIC/SRG. The contractor shall provide support in developing and maintaining technical and IA documentation (MCCAST generated test plans, POA&Ms, accreditation documentation, system security plans (SSPs), and remediation plans); mitigate vulnerabilities; implement Department of Defense (DoD) Information Assurance Certification and Accreditation Process (DIACAP) and C4CY Approved USMC Risk Management Framework (RMF) requirements. The contractor shall develop Cyber Security Strategies for USMC programs. The contractor shall support WIPTs, technical reviews, Engineering Change Proposal (ECP) and SETR events. The contractor shall maintain the security posture of an environment

Information Assurance Certification and Accreditation Process during development, preparation of the package for submission and shall perform the necessary security testing in order to maintain the Authority to Operate (ATO). The contractor shall sustain the environment by providing software updates (IAVAs, DISA STIGS, etc.) and a systems security engineering review of the architecture.

The support shall include: maintain the RFM deliverables: System Identification Profile (SIP); Security Design Document (SDD); System Security Plan (SSP); Port, Protocol and Service Matrix (PPSM); a Scorecard; Security PO&AMs and any other required ATO documentation. Conduct continuous monitoring activities to maintain ATO. Review and provide feedback to the Contingency Plan; Hardware/Software Lists; and any other artifacts developed by other teams. Develop IA Plan and policies; review policies and recommend changes; develop and maintain C&A Test Plan (IA Plan); support the Operational Readiness Reviews (ORRs) efforts; and develop any Decommissioning Plan. Develop the Information Assurance Vulnerability Management (IAVM) Plan and SOP.

#### 3.4.4 Independent Verification and Validation (IV&V) Support

The contractor shall provide validation support to include at least one certified Marine Corps Validator in support of IV&V enterprise IT capabilities prior to connection to the cloud environment. Contractor personnel shall review DL2 CIA of high high high controls for USMC Datacenter and applications. The contractor shall provide Information Assurance support for both the acquisition and fielding of project capabilities in Kansas City, MO and Stafford, VA. The contractor shall ensure that all validation work is performed in accordance with current USMC policies and procedures and shall document, validate, monitor and control the information assurance posture of the environments in accordance with DIACAP and C4CY approved RMF controls. The contractor shall work within the Vrealized Suite to create and maintain Virtual Machines in the cloud environment. The contractor shall review the assigned security controls for the enclaves, as well as applications migrating into the enclaves, have been implemented correctly and are effective in their application. The contractor shall utilize with the following USMC applications: WebMass, DADMS/DITPR DON, LOGWAY, E-ITSM, JFRG, etc. The contractor's validation support shall execute activities IAW with the MCCAST. The contractor shall coordinate inspections, tests, and technical system reviews; maintain a repository for all Certification and Accreditation (C&A) documentation and modifications; ensure that all ISSEs and privileged users under their purview receive the necessary training, education, and certification to carry out their duties; support continuous process improvement through data collection and analysis and make recommendations when appropriate to identify architecture, requirements, objectives and policies, personnel, processes, and procedures; execute the procedures listed in the Validation/Test Plan; conduct testing to validate IA Controls (IACs); document raw test results; identify system vulnerabilities and develop mitigation plans to resolve vulnerability issues; compare validation test results to expected results and identify and assign Impact Codes; support the Validator and MCEITS Application Information Systems Security Engineer (ISSE) in determining fixes and mitigations for vulnerabilities; map unmitigated vulnerabilities to DIACAP IACs; and ensure security incidents are properly reported to the IAM and the DoD reporting chain, and responses to security-related alerts are coordinated with applicable agencies.

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### 3.5. LIFECYCLE LOGISTICS SUPPORT (Subtask: CLIN 7000, 7003-7006)

The contractor shall provide inputs to logistics documentation (Logistics Requirements Funding Summary (LRFS), Life Cycle Sustainment Plan (LCSP), Disposal Plan, MP&T Plan, Supply Instruction, IUID Plan, IMSS, Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan, Physical Configuration Audit (PCA) and Integrated Logistics Assessments) (CDRL A016), review program documentation to ensure logistics requirements are incorporated, coordinate activities to ensure readiness for technical and program reviews, participate in and facilitate hardware and software supportability assessments, and ensure logistics plans and efforts focus on the effectiveness of the Logistics Program in alignment with program objectives.

The contractor shall provide support with emergent logistics issues and continuous system improvement, conduct research on new sustainment policies to determine program impacts, coordinate across functional areas, develop and manage PBL strategies and plans, manage hardware and software licenses/warranties /support agreements database, inventory control, monitor HW/SW entries in DPAS/Remedy for configuration management, research and develop IGCEs, and develop/review Manpower, Personnel, and Training analyses.

### 4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS (Subtask: CLIN 7000-7002)

#### 4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS The contractor shall:

4.1.1 Ensure that no production systems are operational on any RDT&E network.

#### 4.1.2 Follow DoDI 8510.01 of 12 Mar 2014 when deploying, integrating, and implementing IT capabilities.

4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.

4.1.4 Comply with all current Navy IT & cybersecurity policies, including those pertaining to Cyber Asset Reduction and Security (CARS).

#### 4.1.5 Comply with SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 12 Mar 2014 for the integration and implementation of IT solutions or systems.

4.1.6 Register any contractor-owned or contractor-maintained IT systems utilized on contract in the Department of Defense IT Portfolio Registry (DITPR)-DON.

### 5.0 CONTRACT ADMINISTRATION

Contract administration is required on this task order to ensure the requirements are met, delivered on schedule, and performed within budget.

#### 5.1 CONTRACT LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the Contracting Officer and Contracting Officer's Representative (COR), as applicable. The contractor PM shall ensure requirements for this task order are met and are within cost and schedule. PM shall have the authority to approve task order proposals and modifications. The PM shall be responsible for personnel, government material and assets, and facility security. The PM shall initiate periodic meetings with the COR.

#### 5.2 CONTRACT MONITORING AND MAINTENANCE

##### 5.2.1 Contract Administration Documentation

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

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

The contractor shall develop a Task Order Status Report (CDRL A004) and submit it monthly as cited in the requirements of the task order at least 30 days after award. The contractor shall be responsible for collecting, integrating, and reporting all subcontractor reports. The contractor shall report on various task order functions: performance, schedule, financial, business relations, and staffing plan/key personnel; see CDRL A004 for additional reporting details and distribution instructions.

This CDRL includes a Staffing Plan (CDRL A004 (Attachment 1)) and Personnel Listing (CDRL A004 (Attachment 2)) necessary for additional data collection as applicable.

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#### 5.2.1.2 Task Order Closeout Report

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

#### 5.2.1.3 Cybersecurity Workforce (CSWF) Report

In accordance with DoD 8570.01-M and DFARS PGI 239.7102-3 contractor personnel shall have documented current cybersecurity certification. The contractor shall develop, maintain, and submit a CSWF Report (CDRL A003). IAW clause DFARS 252.239-7001, if cybersecurity support is provided, the contractor shall provide a Cybersecurity Workforce (CSWF) list that identifies those individuals who are IA trained and certified. The contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See CDRL A003 for additional reporting details and distribution instructions. Contractor shall verify with the COR the proper labor category cybersecurity designation and certification requirements.

#### 5.3.1.4 Contractor Manpower Reporting

The following reports are required under this task order:

##### (a) Enterprise-wide Contractor Manpower Reporting Application

In addition to the QSR CDRL reporting requirements noted above and pursuant to NMCARS 5237.102-90, the contractor shall report all labor hours (including subcontractor labor hours) required for performance of services provided under this task order via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA).

The contractor shall completely fill-in all required data fields using the following web address: [https:// doncmra.nmci.navy.mil/](https://doncmra.nmci.navy.mil/).

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

#### 5.2.1.5 WAWF Invoicing Notification and Support Documentation

**Pursuant to DFARS clause 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (part of the Wide Area Work Flow (WAWF) e-Business Suite) which is a secure government web-based system for electronic invoicing, receipt, and acceptance. In accordance with clause 252.232-7006, the contractor shall provide e-mail notification to the COR when payment requests are submitted to the iRAPT/WAWF and the contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. As requested, the contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A007) directly to the COR within 24 hours of request to support validating the invoiced amount against the products/services provided during the billing cycle.**

#### 5.2.1.6 Labor Rate Limitation Notification

The contractors shall monitor the following labor rates as part of the monthly TO status report (TOSR CDRL A004 (Attachment 2 – Personnel Listing)). The contractor shall initiate required notification if specified threshold values are met. The ability of a contractor to monitor labor rates effectively will be included in the task order Quality Assurance Surveillance Plan (QASP).

(a) Fully burden labor rates per person (subcontractor included) charged on the task order – If the actual invoiced fully burden rate (inclusive of fee) of any individual in any labor category exceeds the threshold amount of \$182.00/hour and the individual's rate was not disclosed in pre-award of the task order, the contractor shall send notice and rationale (CDRL A008) for the identified labor rate to the COR who will then send appropriate notification to the Contracting/Ordering Officer. NOTE: Within one labor category, if the total collective estimated and/or actual hours in any given period of performance are less than or equal to 200 labor hours, the labor category is excluded from the required CDRL notification regardless if an individual within that labor category exceeds the threshold.

(b) Average actual labor rates (total actual fully burdened labor costs “divided by” total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by more than 20%, the contractor shall send notice and rationale (CDRL A008) for the rate variance to the COR who will then send appropriate notification to the Contracting /Ordering Officer. Contractors shall annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly TO status reports.

#### 5.2.1.7 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the awarded amount) by 10%, the contractor shall send notice and rationale (CDRL A008) for exceeding cost to the COR who will then send a memorandum signed by the PM (or

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equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a contractor to monitor ODCs will be included in the task order Quality Assurance Surveillance Plan (QASP).

#### 5.2.1.8 Limitation of Subcontracting

The contractor shall develop and submit a Limitation of Subcontracting Report (LSR) (CDRL A015) every 3 months. See CDRL A015 for reporting details and distribution instructions. The labor cost provided should correspond to the cumulative monthly submitted invoices. The government reserves the right to perform spot checks and/or request copies of any supporting documentation.

### 5.3 CONTRACT ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Work performed for the customer could include writing, providing input into, or reviewing contract documentation. Therefore, organizational conflict of interest clauses are applicable to this task order. The contractor shall follow the restrictions as cited in clause 5252.209-9201, 5252.209-9202, 5252.209-9203, 5252.209-9205.

### 5.4 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this contract does not require Earned Value Management (EVM) implementation due to the majority of efforts on this contract is non-scheduled based (i.e., level of effort) and does not lend itself to meaningful EVM information.

## 6.0 QUALITY

### 6.1 QUALITY SYSTEM

Upon task order award, the contractor shall have and maintain a quality assurance process that meets task order requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The contractor shall have a sufficiently documented quality system which contains procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor's internal auditing system. Thirty (30) days after task order award, the contractor shall provide the COR a copy of its Quality Assurance Plan (QAP) and any other quality related documents (CDRL A011) as applicable to the task order. The contractor shall make the quality system available to the COR for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this task order may continue to be used. If any quality documentation is disapproved or requires revisions, the contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan and development of quality related documents. The contractor shall ensure their quality system meets the following key criteria:

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

### 6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

#### 6.2.1 General

**The contractor shall have processes in place that coincide with the Government's quality management processes. The contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the contractor shall also support and/or participate in event-driven milestones and reviews as stated in the Defense Acquisition University's (DAU's) DoD Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management System Chart which incorporates multiple DoD directives and instructions – specifically DoDD 5000.01 and DoDI 5000.02. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SPAWARSYSCEN Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SPAWARSYSCEN Atlantic that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although having a formal CMMI appraisal is desired, it is not required.**

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### 6.3 QUALITY ASSURANCE

The contractor shall perform all quality assurance process audits necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the contractor shall deliver related quality plan/procedural documents upon request. The Government reserves the right to perform any additional audits deemed necessary to assure that the contractor processes and related services, documents, and material meet the prescribed requirements and to reject any or all processes or related services, documents, and material in a category when noncompliance is established.

### 6.4 QUALITY CONTROL

The contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system and the contractor shall submit related quality objective evidence upon request. Quality objective evidence (CDRL A011) includes any of the following as applicable:

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

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

### 6.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the task order's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A012) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A013) submitted monthly.

### 7.0 DOCUMENTATION AND DELIVERABLES

#### 7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this task order and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under this task order. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task.

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due
A001	Program Management Report, General	3.2.2	ASREQ	Within 5 Days from request
A002	Test Plans, Test Reports, Test Procedures, Test Requirements	3.3.1	ASREQ	Within 5 Days from request
A003	Cybersecurity Workforce (CSWF) Report	3.3.8.1, 5.2.1.3, 8.1.2	QTRLY	15 Jan, 15 Apr, 15 Jul, & 15 Oct
A004	Task Order Status Report	5.2.1.1, 5.2.1.6, 8.1.2	MTHLY	30 Days after TO award (DATO) and monthly on the 10 <sup>th</sup>
A005	Task Order Closeout Report	5.2.1.2	1TIME	NLT 15 days before completion date

A006	Reserved			
A007	Invoice Support Documentation	5.2.1.5	ASREQ	Within 24 hrs from request
A008	Limitation Notification & Rationale	5.2.1.6, 5.2.1.7	ASREQ	Within 24 hrs from occurrence
A009	Contract Work Breakdown Structure (CWBS)	3.2.2	ONE/R	NLT 60 DATO; revision NLT 7 days after receipt of govt review
A010	Integrated Program Management Report (IPMR)	3.2.2	1) MTHLY & 2) ANNLY	1) NLT 12 <sup>th</sup> of each Month 2) 1 Yr after TO award
A011	Quality Documentation	6.1, 6.4	ASREQ	Within 24 hrs from request
A012	Cost and Milestones Schedule Plan	6.5	One time with revisions (ONE/R)	NLT 10 DATO; revision NLT 7 days after receipt of govt review
A013	Contractor CPARS Draft Approval Document (CDAD) Report	6.5	MTHLY	30 DATO and monthly on the 10 <sup>th</sup>
A014	Trip Report	13.1	ASREQ	10 Days following return of trip
A015	Limitation of Subcontracting Report (LSR)	5.2.1.8	QRTLY	NLT 100 DATO and every third month on the 10 <sup>th</sup>
A016	Logistics Documentation	3.5	MTHLY	Monthly on the 10 <sup>th</sup>

## 7.2 ELECTRONIC FORMAT

At a minimum, the contractor shall provide deliverables electronically by e-mail; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the COR. The contractor shall provide all data in an editable format compatible with SPAWARSCEN Atlantic corporate standard software configuration as specified below. Contractor shall conform to SPAWARSCEN Atlantic corporate standards within 30 days of task order award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

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

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### 7.3 INFORMATION SYSTEM

#### 7.3.1 Electronic Communication

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

#### 7.3.2 Information Security

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

##### 7.3.2.1 Safeguards

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

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." The contractor shall ensure all solutions meet FIPS 140-2 compliance requirements.
- (e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- (f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- (g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- (h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- (i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:
  1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
  3. Prompt application of security-relevant software patches, service packs, and hot fixes
- (j) As applicable, comply with other current Federal and DoD information protection and reporting requirements

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for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

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

#### 7.3.2.2 Compliance

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

## 8.0 SECURITY

### 8.1 ORGANIZATION

#### 8.1.1 Security Classification

**All work performed under this task order is “unclassified.” A facility security clearance (FCL) is not required; therefore, no DoD Contract Security Classification Specification, DD Form 254, exist.**

Pursuant to DoDM 5200.01 – Volume 4, Controlled Unclassified Information, the contractor shall safeguard any sensitive government information.

#### 8.1.2 Security Officer

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

### 8.2 PERSONNEL

**The contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD 8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on the task order, the contractor shall ensure all personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access required for the task order, and, are credentialed for the Cybersecurity Workforce (CSWF). A favorable background determination is determined by either a National Agency Check with Inquiries (NACI), National Agency Check with Law and Credit (NACLC), or Single Scope Background Investigation (SSBI) and favorable Federal Bureau of Investigation (FBI) fingerprint checks.**

Investigations are not necessarily required for personnel performing unclassified work who do not require access to government installations/facilities, government IT systems and IT resources, or SPAWARSYSCEN Atlantic information. *Cost to meet these security requirements is not directly chargeable to the task order.*

NOTE: If a final determination is made that an individual does not meet or cannot maintain the minimum fitness standard, the contractor shall permanently remove the individual from SPAWARSYSCEN Atlantic facilities, projects, and/or programs.

If an individual who has been submitted for a fitness determination or security clearance is "denied" or receives an "Interim Declination," the contractor shall remove the individual from SPAWARSYSCEN Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on the task order.

#### 8.2.1 Access Control of Contractor Personnel

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

Contractor personnel shall physically access government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within government spaces (either temporary or permanent), or meeting attendance.

Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. The contractor shall initiate and submit a request for visit authorization to the COR in accordance with DoD 5220.22-M (NISPOM) not later than one (1) week prior to visit –

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timeframes may vary at each facility/ installation. For admission to SPAWARSYSCEN Atlantic facilities/installations, the contractor shall forward a visit request to Joint Personnel Adjudication System (JPAS) /SMO 652366; faxed to 843-218-4045 or mailed to Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, the contractor shall forward visit request documentation directly to the on-site facility/installation security office via approval by the COR.

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

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

#### 8.2.1.2 Identification and Disclosure Requirements

Pursuant to DFARS 211.106, contractors shall take all means necessary to not represent themselves as government employees. All contractor personnel shall follow the identification and disclosure requirement as specified in local clause 5252.237-9602. In addition, contractor and subcontractors shall identify themselves and their company name on attendance meeting list/minutes, documentation reviews, and their electronic digital signature.

#### 8.2.1.3 Government Badge Requirements

As specified in task order clause 5252.204-9202, some contract personnel shall require a government issued picture badge.

While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for Common Access Card (CAC)) to the applicable government security office via the contract COR. The contractor's appointed Security Officer shall track all personnel holding local government badges.

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

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

(a) Pursuant to DoD Manual (DoDM-1000.13-M-V1), issuance of a CAC is based on the following four criteria:

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

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-M-V1, CAC PKI certificates will be associated with an official government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System

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Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SPAWARSYSCEN Atlantic Information Assurance Management (IAM) office:

1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SPAWARSYSCEN Atlantic IAM office at phone number (843)218-6152 or e-mail questions to [ssc\\_lant\\_iam\\_office.fcm@navy.mil](mailto:ssc_lant_iam_office.fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.
2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SPAWARSYSCEN Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the IAM office via encrypted e-mail to [ssclant\\_it\\_secmtg@navy.mil](mailto:ssclant_it_secmtg@navy.mil).

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

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

#### 8.2.2 IT Position Categories

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

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

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

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

8.2.2.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudication of Single Scope Background Investigation (SSBI) or SSBI-PR. The SSBI or SSBI-PR is updated a minimum of every 5 years. Assignment to designated IT-I positions requires U.S. citizenship unless a waiver request is approved by CNO.

8.2.2.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudication of a Position of Trust National Agency Check with Law and Credit (PT/NACLCLC). Assignment to designated IT-II positions requires U.S. citizenship unless a waiver request is approved by CNO.

8.2.2.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudication of a Position of Trust National Agency Check with Written Inquiries (PT/NACI).

#### 8.2.3 Security Training

Regardless of the task order security level required, the contractor shall be responsible for verifying applicable personnel

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(including subcontractors) receive all required training. At a minimum, the contractor's designated Security Officer shall track the following information: security clearance information; dates possessing Common Access Cards; issued & expired dates for SPAWARSYSCEN Atlantic Badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; Cybersecurity Workforce (CSWF) certifications; etc.

#### 8.2.4 Disclosure of Information

In support of DFARS Clause 252.204-7000, contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". The contractor shall not use any information or documentation developed by the contractor under direction of the government for other purposes without the consent of the government Contracting Officer.

#### 8.2.5 Handling of Personally Identifiable Information (PII)

When a contractor, including any subcontractor, is authorized access to Personally Identifiable Information (PII), the contractor shall complete annual PII training requirements and comply with all privacy protections under the Privacy Act (Clause 52.224-1 and 52.224-2). The contractor shall safeguard PII from theft, loss, and compromise. The contractor shall transmit and dispose of PII in accordance with the latest DON policies. The contractor shall not store any government PII on their personal computers. The contractor shall mark all developed documentation containing PII information accordingly in either the header or footer of the document: "FOUO – Privacy Sensitive. Any misuse or unauthorized disclosure may result in both criminal and civil penalties." Any unauthorized disclosure of privacy sensitive information through negligence or misconduct can lead to contractor removal or contract termination depending on the severity of the disclosure. Upon discovery of a PII breach, the contractor shall immediately notify the Contracting Officer and COR. Contractors responsible for the unauthorized disclosure of PII shall be held accountable for any costs associated with breach mitigation, including those incurred as a result of having to notify personnel.

### 8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

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

#### 8.3.1 Local and Internal OPSEC Requirement

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

#### 8.3.2 OPSEC Training

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a contractor's OPSEC Manager. Contractor training shall, as a minimum, cover OPSEC as it relates to contract work, discuss the Critical Information applicable in the contract/task order, and review OPSEC requirements if working at government facilities. The contractor shall ensure any training materials developed by the contractor shall be reviewed by the SPAWARSYSCEN Atlantic OPSEC Officer, who will ensure it is consistent with SPAWARSYSCEN Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting SPAWAR contracts.

#### 8.3.3 SPAWARSYSCEN Atlantic OPSEC Program

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

### 8.4 DATA HANDLING AND USER CONTROLS

#### 8.4.1 Data Handling

The contractor shall handle all data received or generated under this task order as For Official Use Only (FOUO) material.

#### 8.4.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect task order related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. The contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references. In compliance with Para 7.3.2.1, the contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

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9.0 GOVERNMENT FACILITIES

Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. All Contractor personnel with supplied government facilities shall be located at Camp Lejeune, NC; Stafford, VA; and Kansas City, MO as set forth in the pricing model. Any equipment or access needed to perform specific duties at the supplied government facility shall be provided on-site. The contractor shall utilize their own furnished equipment for daily tasking.

10.0 CONTRACTOR FACILITIES

A significant portion of effort performed under this task order requires close liaison with the government. Within 30 days of task order award, the contractor shall establish local facilities within a thirty (30)-mile radius of SPAWARSYSCEN Atlantic in Charleston, SC and MARCORSYSCOM in Stafford, VA to accommodate personnel identified in the pricing model as being located at the contractor's site in such locations. Close proximity allows for proper task order administration duties. A local contractor's facility is not necessary for the exclusive use of this task order. Contractor personnel specified in the pricing model to be located at a contractor site in Kansas City, MO; Camp Lejeune, NC; Indianapolis, IN and Washington, DC shall be located within practicable daily commuting range of the associated Government facility. At its discretion, the contractor may choose to establish facilities in Kansas City, MO, Camp Lejeune, NC, Indianapolis, IN and Washington, DC to accommodate its personnel at such locations, or it may choose to establish appropriate telework/remote working agreements with such personnel.

Should the contractor choose to establish telework/remote working agreements in lieu of establishing a local facility, the requirement will stand, nonetheless, for such personnel to be located within practicable daily commuting range of Bannister Federal Complex – Kansas City, MO; Building FC540 – Camp Lejeune, NC; Headquarters, USMC - Indianapolis, IN; and Quantico Corporate Center – Washington, D.C. All contractor facilities shall include sufficient physical security to protect government assets, and shall meet all requirements to perform work within 30 days after task order award.

11.0 CONTRACT PROPERTY ADMINISTRATION

No government property will be provided or acquired on this task order.

12.0 SAFETY ISSUES

12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The contractor shall be responsible for ensuring the safety of all employees, other working personnel, and Government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to this task order.

Without government assistance, the contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

12.1.1 Performance at government facilities

The contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

13.0 TRAVEL

13.1 LOCATIONS

**The contractor shall ensure all travel is performed pursuant to clause 5252.231-9200. For planning purposes, the contractor shall provide adequate personnel to support the travel requirements listed below. (CDRL A014)**

Project	# Trips	# People	# Days/Nights	From (Location)	To (Location)
MCEITS (CLIN 7000)	10	2	5/4	Charleston, SC	Stafford, VA
MCEITS (CLIN 7000)	2	2	5/4	Charleston, SC	Kansas City, MO
MCEITS (CLIN 7000)	4	2	5/4	Kansas City, MO	Camp Lejeune, NC
MCEITS (CLIN 7000)	4	2	5/4	Charleston, SC	Camp Lejeune, NC
MCEITS (CLIN 7001)	5	2	5/4	Charleston, SC	Stafford, VA

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MCEITS (CLIN 7001)	1	2	5/4	Charleston, SC	Kansas City, MO
MCEITS (CLIN 7001)	2	2	5/4	Kansas City, MO	Camp Lejeune, NC
MCEITS (CLIN 7001)	2	2	5/4	Charleston, SC	Camp Lejeune, NC
MCEITS (CLIN 7002)	1	1	5/4	Charleston, SC	Stafford, VA
MCEITS (CLIN 7002)	1	1	5/4	Camp Lejeune, NC	Stafford, VA
TFITS (CLIN 7003)	5	2	5/4	Charleston, SC	Stafford, VA

TFITS (CLIN 7003)	5	2	5/4	Stafford, VA	Charleston, SC
TFITS (CLIN 7004)	5	2	5/4	Charleston, SC	Stafford, VA
TFITS (CLIN 7004)	5	2	5/4	Stafford, VA	Charleston, SC
TSO (CLIN 7005)	2	2	5/4	Charleston, SC	Stafford, VA
TSO (CLIN 7005)	2	2	5/4	Stafford, VA	Charleston, SC
TSO (CLIN 7005)	2	2	5/4	Charleston, SC	Indianapolis, IN
TSO (CLIN 7006)	2	2	5/4	Charleston, SC	Stafford, VA
TSO (CLIN 7006)	2	2	5/4	Stafford, VA	Charleston, SC
TSO (CLIN 7006)	2	2	5/4	Charleston, SC	Indianapolis, IN

#### 14.0 COR DESIGNATION

The Contracting Officer Representative (COR) for this task order is Anishi Scott, 59420 who can be reached at phone (843) 371-2444; e-mail: [Anishi.Scott@navy.mil](mailto:Anishi.Scott@navy.mil).

#### 15.0 TRANSPORTATION OF EQUIPMENT/MATERIAL

No transportation of equipment/material is required by the contractor on this TO.

#### 16.0 ACCEPTANCE PLAN

Inspection and acceptance is performed by the COR on all services, data, and non-data deliverables in accordance with the Quality Assurance Surveillance Plan (QASP).

#### 17.0 OTHER CONDITIONS/REQUIREMENTS

##### 17.1 CYBERSECURITY WORKFORCE DESIGNATION

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

Labor Category	Quantity Personnel	IA Designator	IA Level/Position (Note2)	IA Duty Hours		
				Primary (≥25 hrs)	Additional (15-24 hrs)	Embedded (1-14 hrs)
SME 2	(3)	IAT	Level 2	40 hrs		

## 17.2 NON-DISCLOSURE AGREEMENT (NDA) REQUIREMENTS

Contractors shall submit a completed "Conflict of Interest and Non-Disclosure Statement" form after award, for every employee working on the contract and appropriate corporate officer on behalf of the corporation.

The Contractor shall appoint an officer within the Company who is authorized to bind the Company to the terms of the signed non-disclosure agreements executed by each employee or sub-Contractor. The officer of the Company shall also sign each non-disclosure agreement.

### **As a condition to receiving access to the data, the Contractor shall meet the following criteria:**

- (a) Prior to having access to proprietary data, obtain the agreement of the applicable person or entity to permit access by the Contractor to such data.
- (b) Use the data solely for the purpose of performing duties under this contract.
- (c) Not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any employee of the Contractor unless and until each person has executed a copy of the individual non-disclosure agreement.
- (d) Not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any sub-Contractor, joint venture, affiliate, successor or assignee of the Contractor), unless the KO (and any Contractor claiming the data is proprietary) have given prior written approval, and the person receiving the data has executed an individual non-disclosure agreement.
- (e) Establish safeguards to protect such data or software from unauthorized use or disclosure.
- (f) Indoctrinate its personnel who will have access to the data as to the restrictions under which access is granted. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates this special contract requirement or non-disclosure agreement.

**(g) Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporate, include or refer to the data.**

**When the Contractor's need for such data ends, the data shall be returned promptly (within ten (10) business days) to the appropriate Government program personnel. However, the obligation not to discuss, disclose, release, reproduce or otherwise provide or make available such data, or any portion thereof, shall continue, even after completion of this contract/order. Any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement, of which the company or any employee is or may become aware, will be reported promptly (within one (1) business day) to the Contractor's program manager, who will inform the KO within five**

**(5) business days of receiving the report.**

## 17.3 FUNDING ALLOCATION

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

### 5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

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

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in

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the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

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

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

(e) When determining if educational and experience requirements are acceptable, the following criteria are applicable:

1. To ensure that postsecondary education possessed by individuals meets an acceptable level of quality, educational degrees shall come from accredited institutions or programs. See [www.ed.gov](http://www.ed.gov) for more accreditation information. To receive credit for a Master and Doctorate, all degrees shall come from an institution that has been regionally accredited by one of the six associations: MSA, NASC, NCA, NEASC, SACS, and WASC.

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

3. Reserved.

4. Technology degrees do not qualify as Engineering or Physical Science Degrees.

5. Engineering Positions require Engineering degrees or written (vs. grandfathered) State PE License.

6. SCA titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in [www.dol.gov](http://www.dol.gov).

7. Applicable for Logistics Labor Categories only: DAWIA Certification for Contractors – Contractor personnel that do not have government DAWIA certification courses may demonstrate an equivalency in terms of academic degrees, courses completed, and experience as that of their counterparts in the DAWIA workforce. Equivalency for the following classes must be provided as follows: Level 1 - (1) Fundamentals of Systems Acquisition Management, (2) Acquisition Logistics Fundamentals, (3) Systems Sustainment Management; Level 2 – (1) Level 1 classes, (2) Intermediate Systems Acquisition, (3) Intermediate Acquisition Logistics, (4) Performance Based Logistics; Level 3 – (1) Level 1 and 2 Classes, (2) Executive Life Cycle Logistics Management, (3) Reliability and Maintainability. Additional explanation of courses or requirements can be found at the Defense Acquisition University web site (<http://www.dau.mil/>).

8. –Applicable for IA/IW Labor Categories: Contractor personnel supporting IA functions shall be certified prior to performing IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1. This includes personnel being certified/accredited at the appropriate levels of IAT

I-III and IAM I-III as appropriate. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. Contractor personnel not certified IAW DoD 8570 within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with an employee who does meet the minimum certification requirements as mandated above.

9. Applicable for Labor Categories providing Information Technology design and development support: In addition to educational requirements, Contract personnel shall be required to meet vendor/platform certification. The following lists the applicable contract labor categories with their corresponding minimum personnel qualifications.

Labor Category	Location

1. Technical Writer/Editor 3	Contractor Site
2. Management Consultant	Contractor Site
3. Management Consultant (Senior)	Contractor Site
4. Engineer/Scientist 4	Contractor Site
5. Engineer/Scientist 3	Contractor Site and Government Site
6. Engineer/Scientist 2	Contractor Site
7. Security Specialist 3	Contractor Site and Government Site
8. Security Specialist 2	Contractor Site and Government Site

9. Subject Matter Expert (SME) 3	Contractor Site
10. Subject Matter Expert (SME) 2	Contractor Site

11. Management Analyst 2	Contractor Site
12. Logistician 3	Contractor Site
13. Program Manager	Contractor Site
14. Engineering Technician III	Government Site

1. Technical Writer/Editor 3

Education: BA degree in English, Journalism, or Technical Writing.  
 Experience: Ten (10) years of experience in relevant technical field, to include: writing/editing technical documentation, procedures and guidelines for C5ISR systems or equipment.

2. Management Consultant

Education: Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty. Certified Project Management Professional (PMP).  
 Experience: Ten (10) years of Strategic Business Management experience in relevant technical field, to include: Development

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of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts.

### 3. Management Consultant (Senior)

Education: Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty. Certified Project Management Professional (PMP).

Experience: Twenty (20) years of Strategic Business Management experience in relevant technical field, to include: Development of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts. At least three years of business experience at the executive level.

### 4. Engineer/Scientist 4

Education: BS degree in Engineering or Physical Science.

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

Experience: Ten (10) years of experience in relevant technical field, to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C5ISR requirements. Five (5) years of technical experience in support of task specific project. Note: Experience may be concurrent.

### 5. Engineer/Scientist 3

Education: BS degree in Computer Science, Engineering, or Information Technology.

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

Experience: Six (6) years of experience in relevant technical field, to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C5ISR requirements. Three (3) years of technical experience in support of Marine Corps/Navy/DoD systems validation, data center engineering, and/or network engineering. Note: Experience may be concurrent.

### 6. Engineer/Scientist 2

Education: BS degree in Engineering or Physical Science.

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

Experience: Three (3) years of experience in relevant technical field, to include: Systems/Equipment Support, and Test and Evaluation support of C5ISR requirements. One (1) year of technical experience in support of Marine Corps/Navy/DoD systems validation, data center engineering, and/or network engineering. Note: Experience may be concurrent.

### 7. Security Specialist 3

Education: Bachelor's degree. Completed applicable discipline Certification (e.g. DISCO certification for Infosec Security Specialist) within one (1) year of assuming duties.

Experience: Six (6) years of experience, to include: applicable security discipline principles, practices, and procedures.

### 8. Security Specialist 2

Education: Associate's Degree. Completed applicable discipline Certification (e.g. DISCO certification for Infosec Security Specialist) within one (1) year of assuming duties.

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

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

Education: Technical Training in relevant technical field.

Experience: Twelve (12) years of hands-on experience with Marine Corps/Navy/DoD systems validation, data center engineering, and/or network engineering, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

**10. Subject Matter Expert (SME) 2**

Education: Technical Training in DoD C4ISR systems.

Experience: Ten (10) years of hands-on experience with C4ISR Modeling and Simulations systems to include three (3) of the following four (4) areas; Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in the Modeling and Simulation field.

**11. Management Analyst 2**

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

Experience: Two (2) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

**12. Logistician 3**

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 1, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional two (2) years working in direct support of defense life-cycle logistics.

Experience: Six (6) years of experience in defense life-cycle (acquisition) logistics support (or 8 years if not DAWIA Level 1 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Four

(4) years of experience in support of C5ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines.

Note: Experience may be concurrent.

**13. Program Manager**

Education: BS degree in Electrical/ Electronic/ Computer/Mechanical/Industrial Engineering, Physics, Computer Science, Mathematics, Management Information Systems, OR (2) a Master's degree in Business Administration and the individual must have completed 50% of core curriculum towards a BS Degree in one of the majors cited above; OR (3) the individual is a graduate of the Defense Systems Management College (DSMC) with a Master's degree in a non-engineering discipline.

Experience: Fifteen (15) years of technical experience in a management position that requires dealing with Communications, Information Technology, and related C4ISR systems to include recent experience in the acquisition, software development, and life cycle support. Eight (8) years of Program Management experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager supervising, directing, reviewing and coordinating work performed by other supervisory contractor staff while maintaining effective liaison with Government technical and contracting personnel and maintaining knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

**14. Engineering Technician III (SCA 30083)**

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Eight (8) years of practical experience in data center infrastructure and architecture. Four (4) years of experience in data center technology supporting implementation of hardware and software, and network architecture for build-out of data center. Note: Experience may be concurrent.

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## **SECTION D PACKAGING AND MARKING**

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

## SECTION E INSPECTION AND ACCEPTANCE

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
<b>COST CLINS</b>				
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
7005	Destination	Government	Destination	Government
7006	Destination	Government	Destination	Government
7007	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7102	Destination	Government	Destination	Government
7103	Destination	Government	Destination	Government
7104	Destination	Government	Destination	Government
7105	Destination	Government	Destination	Government
7106	Destination	Government	Destination	Government
7107	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7202	Destination	Government	Destination	Government
7203	Destination	Government	Destination	Government
7204	Destination	Government	Destination	Government
7205	Destination	Government	Destination	Government
7206	Destination	Government	Destination	Government
7207	Destination	Government	Destination	Government
7300	Destination	Government	Destination	Government
7301	Destination	Government	Destination	Government
7302	Destination	Government	Destination	Government
7303	Destination	Government	Destination	Government
7304	Destination	Government	Destination	Government
7305	Destination	Government	Destination	Government
7306	Destination	Government	Destination	Government
7307	Destination	Government	Destination	Government
7400	Destination	Government	Destination	Government
7401	Destination	Government	Destination	Government
7402	Destination	Government	Destination	Government
7403	Destination	Government	Destination	Government
7404	Destination	Government	Destination	Government
7405	Destination	Government	Destination	Government
7406	Destination	Government	Destination	Government
7407	Destination	Government	Destination	Government
<b>ODC CLINS</b>				
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government

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9003	Destination	Government	Destination	Government
9004	Destination	Government	Destination	Government
9005	Destination	Government	Destination	Government
9006	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9101	Destination	Government	Destination	Government
9102	Destination	Government	Destination	Government
9103	Destination	Government	Destination	Government
9104	Destination	Government	Destination	Government
9105	Destination	Government	Destination	Government
9106	Destination	Government	Destination	Government
9200	Destination	Government	Destination	Government
9201	Destination	Government	Destination	Government
9202	Destination	Government	Destination	Government
9203	Destination	Government	Destination	Government
9204	Destination	Government	Destination	Government
9205	Destination	Government	Destination	Government
9206	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government
9301	Destination	Government	Destination	Government
9302	Destination	Government	Destination	Government
9303	Destination	Government	Destination	Government
9304	Destination	Government	Destination	Government
9305	Destination	Government	Destination	Government
9306	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government
9401	Destination	Government	Destination	Government
9402	Destination	Government	Destination	Government
9403	Destination	Government	Destination	Government
9404	Destination	Government	Destination	Government
9405	Destination	Government	Destination	Government
9406	Destination	Government	Destination	Government

**CLAUSES INCORPORATED BY REFERENCE**

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	12/15/2017 - 12/14/2018
7001	12/15/2017 - 12/14/2018
7002	12/15/2017 - 12/14/2018
7003	12/15/2017 - 12/14/2018
7004	12/15/2017 - 12/14/2018
7005	12/15/2017 - 12/14/2018
7006	12/15/2017 - 12/14/2018
9000	12/15/2017 - 12/14/2018
9001	12/15/2017 - 12/14/2018
9002	12/15/2017 - 12/14/2018
9003	12/15/2017 - 12/14/2018
9004	12/15/2017 - 12/14/2018
9005	12/15/2017 - 12/14/2018
9006	12/15/2017 - 12/14/2018

### CLIN - DELIVERIES OR PERFORMANCE

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

7000 Date of Contract Award - 365 Days after contract award.  
7001 Date of Contract Award - 365 Days after contract award.  
7002 Date of Contract Award - 365 Days after contract award.  
7003 Date of Contract Award - 365 Days after contract award.  
7004 Date of Contract Award - 365 Days after contract award.  
7005 Date of Contract Award - 365 Days after contract award.  
7006 Date of Contract Award - 365 Days after contract award.  
7007 Date of Contract Award - 365 Days after contract award.  
9000 Date of Contract Award - 365 Days after contract award.  
9001 Date of Contract Award - 365 Days after contract award.  
9002 Date of Contract Award - 365 Days after contract award.  
9003 Date of Contract Award - 365 Days after contract award.  
9004 Date of Contract Award - 365 Days after contract award.  
9005 Date of Contract Award - 365 Days after contract award.  
9006 Date of Contract Award - 365 Days after contract award.

7100 Begins after CLIN 7000 is complete and ends 365 days after CLIN 7100 is exercised.  
7101 Begins after CLIN 7001 is complete and ends 365 days after CLIN 7101 is exercised.  
7102 Begins after CLIN 7002 is complete and ends 365 days after CLIN 7102 is exercised.  
7103 Begins after CLIN 7003 is complete and ends 365 days after CLIN 7103 is exercised.  
7104 Begins after CLIN 7004 is complete and ends 365 days after CLIN 7104 is exercised.  
7105 Begins after CLIN 7005 is complete and ends 365 days after CLIN 7105 is exercised.  
7106 Begins after CLIN 7006 is complete and ends 365 days after CLIN 7106 is exercised.  
7107 Begins after CLIN 7007 is complete and ends 365 days after CLIN 7107 is exercised.  
9100 Begins after CLIN 9000 is complete and ends 365 days after CLIN 9100 is exercised.  
9101 Begins after CLIN 9001 is complete and ends 365 days after CLIN 9101 is exercised.  
9102 Begins after CLIN 9002 is complete and ends 365 days after CLIN 9102 is exercised.



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

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## SECTION G CONTRACT ADMINISTRATION DATA

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

### **252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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

When submitting a request for payment, the Contractor shall—

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

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

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
  - (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.
- (d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

### **CPFF/COST CLINs - Cost Voucher**

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

**N65236**

(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**

<b>*Field Name in WAWF</b>	<b>Data to be entered in WAWF</b>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N65236
Admin DoDAAC	S4402A
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N/A
Mark For Code	N65236
Service Approver (DoDAAC)	S4402A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HQ0339
Other DoDAAC(s)	N/A

(d) 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.

(e) 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.

(g) WAWF point of contact.

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

LaVerne Brown

Phone: 843-218-5926

Email: [Laverne.brown@navy.mil](mailto:Laverne.brown@navy.mil)

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

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**5252.201-9201 Designation of Contracting officer's Representative (Mar 2006)**

- The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

**CONTRACTING OFFICER REPRESENTATIVE**

Name: Anishi Scott

Code: 59420

Phone Number: 843-218-3945

E-mail: anishi.scott@navy.mil

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

**5252.216-9210 TYPE OF CONTRACT (DEC 1999)**

This is a performance based Cost-Plus-Fixed-Fee (Level of Effort), Firm Fixed Price, and Cost task order

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

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

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

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

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

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Accounting Data

SLINID	PR Number	Amount
700001	130060615900002	2598835.24
LLA :		
AA 1781106 1A2A 251 67854 067443 2D M95450 8RCEU10410LW		
Standard Number: M9545018RCEU104		
NWA: 100001318548 0010		
900001	130060615900003	55565.63
LLA :		
AB 1781106 1A2A 251 67854 067443 2D M95450 8RCEU10410LW		
Standard Number: M9545018RCEU104		
NWA: 100001318548 0010		

BASE Funding 2654400.87  
Cumulative Funding 2654400.87

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by the *SSC LANT* upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at *SSC LANT* prior to completion of the picture badge request.

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

(c) At the completion of the contract, the contractor shall forward to *SSC LANT* a list of all unreturned badges with a written explanation of any missing badges.

### 5252.209-9201 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING) (DEC 1999)

(a) This contract provides for systems engineering and related technical support for Datacenter Infrastructure and Applications Support Services. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) During the term of this task order and for a period of one (1) year after completion of this task order, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of Datacenter Infrastructure and Applications Support Services performed under this task order. The contractor shall, within 15 days after the effective date of this task order, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this task order shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

(End of clause)

### 5252.209-9202 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION) (DEC 1999)

(a) This task order, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of Datacenter Infrastructure and Applications Support Services. Further, this task order may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of Datacenter Infrastructure and Applications Support Services. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this task order and for a period of one (1) year after completion of this task order, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this task order. The contractor shall, within 15 days after the effective date of this task order, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this task order shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

### 5252.209-9203 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)

(a) This task order provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of Datacenter Infrastructure and Applications Support Services. The parties recognize that by the Contractor providing this support, Datacenter Infrastructure and Applications Support Services a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

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(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this task order, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this task order whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this task order, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this task order shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

#### **5252.209-9204 EXISTING ORGANIZATIONAL CONFLICT OF INTEREST (FEB 1999)**

(a) Definitions.

(1) "Contractor" means the firm signing this contract.

(2) "Supplier" means a firm, or a firm's subsidiaries, its parent corporation or subsidiary of the parent corporation, that is engaged in, or having a known prospective interest in the furnishing of [Reference PWS] in support of which, tasks will be performed under this contract.

(3) "Affiliates" means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.

(4) "Interest" means direct or indirect business or financial interest.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any contracts with, or any material or substantial interests in the hardware or software suppliers. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

(End of clause)

#### **5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004)**

(a) *Definition.*

"Support Services" includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services.

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this task order that may preclude the Contractor from being awarded future SPAWAR task orders in a related area. Whereas the Contractor has agreed to undertake this task order to provide "support services", it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR task orders. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the task order. The Government may terminate the task order for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to TBD. This clause shall remain in effect for one year after completion of this task order.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this task order which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this task order, if an

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organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR task orders.

(End of clause)

**5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)**

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

**SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

a. The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 579,360 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

b. Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this 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, 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 2,228.31 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

e. If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order 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 Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

g. If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

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

h. The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this 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.

i. Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order 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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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j. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the 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. \*

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

\* The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

**5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)**

a. Definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

**5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**

(a) Contractor Request and Government Approval of Travel

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Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

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

(b) General

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

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

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

(c) Per Diem

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

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

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

(d) Transportation

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

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

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

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not

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commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

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

(6) Definitions:

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

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

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

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

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

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

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

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

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

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

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

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

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

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

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	EST. PERIOD OF PERFORMANCE
	\$ *	\$ *	

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).

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

**5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)**

(a) Definition. As used in this clause, "sensitive information" includes:

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

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

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

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

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

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

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

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

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

(iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed

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“Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through

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

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer;

And

(ii) Refrain from any further access until authorized in writing by the Contracting Officer.

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

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

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

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

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (Class Deviation 2013-00018).

The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the CPARS Policy Guide that is available at: <https://www.cpars.gov/cparsfiles/pdfs/CPARSGuidance.pdf>.

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

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

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

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

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

(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 options under this clause, shall not exceed five years.

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only:

<b>Employee Class</b>	<b>Monetary Wage –Fringe Benefits</b>
Engineering Technician III (30083)	\$24.25

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - QASP

Attachment 2 - Non-Disclosure Forms

Attachment 3 - Wage Determination 15-4389 Rev.-5 Camp Lejeune

Attachment 4 - Wage Determination 15-5105 Rev.-3 Kansas City

Exhibit A - CDRLs