

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
P00005

3. EFFECTIVE DATE  
12-Sep-2017

4. REQUISITION/PURCHASE REQ. NO.  
See Section G

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6)

CODE

S5111A

NSWC, DAHLGREN DIVISION  
17632 Dahlgren Road Suite 157  
Dahlgren VA 22448-5110  
nicole.debevoise@navy.mil 540-653-1756

DCMA HAMPTON  
2000 Enterprise Parkway, Suite 200  
Hampton VA 23666

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

CORTEK, Inc.  
6508 Prospect Place  
Fredericksburg VA 22407-8337

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7675 / N0017817F3012

10B. DATED (SEE ITEM 13)

12-Jun-2017

CAGE CODE 4FRQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Reese Van Wyen, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Reese Van Wyen

(Signature of Contracting Officer)

12-Sep-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

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**GENERAL INFORMATION**

The purpose of this modification is to provide an increment of funds in the amount of [REDACTED] for Technical Instruction #1.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7000AE	O&MN,N	0.00	[REDACTED]	[REDACTED]
9000AD	O&MN,N	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by \$0.00 to [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000AA	[REDACTED]	[REDACTED]	[REDACTED]
7000AE	[REDACTED]	[REDACTED]	[REDACTED]
9000AA	[REDACTED]	[REDACTED]	[REDACTED]
9000AD	[REDACTED]	[REDACTED]	[REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7000AE		9/12/2017 - 6/14/2018
9000AD		9/12/2017 - 6/14/2018

Additionally,

1. Paragraph H.5 FUNDING PROFILE - Funding profile was updated to reflect the increment in the amount of [REDACTED]

2. Clause 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) - Allotment of funds were updated to reflect this increment of funding.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		BASE YEAR - LABOR - MILITARY BASE EMERGENCY MANAGEMENT & SECURITY - IAW Secion C.					
7000AA	R425	HOLDING SLIN FOR 7000 (Fund Type - TBD)					
7000AB	R425	Technical Instruction #01 2410(a) AUTHORITY IS BEING INVOKED. Award Funding (WCF) (WCF)					
7000AC	R425	Incremental Funding for Technical Instruction #01. 2410(a) AUTHORITY IS BEING INVOKED. (O&MN,N)					
7000AD	R425	Technical Instruction #01 2410(a) AUTHORITY IS BEING INVOKED. (O&MN,N)					
7000AE	R425	Technical Instruction #01 2410(a) AUTHORITY IS BEING INVOKED. (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7050		BASE YEAR - CONTRACTOR ACQUIRED PROPERTY	1.0	LO			NSP
7099		BASE YEAR - CONTRACT DATA REQUIREMENTS LISTS (CDRLS)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		OPTION YEAR 1 - LABOR - MILITARY BASE EMERGENCY MANAGEMENT & SECURITY - IAW Secion C.					
7100AA	H242	HOLDING SLIN FOR 7100 (Fund Type - TBD)  Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7150		OPTION YEAR 1 - CONTRACTOR ACQUIRED PROPERTY	1.0	LO			NSP
7199		OPTION YEAR 1 - DATA DELIVERABLES - IAW EXHIBIT A CDRLS	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		OPTION YEAR 2 - LABOR - MILITARY BASE EMERGENCY MANAGEMENT & SECURITY - IAW Secion C.					
7200AA	H242	HOLDING SLIN FOR 7200 (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7250		OPTION YEAR 2 - CONTRACTOR ACQUIRED PROPERTY	1.0	LO			NSP
7299		OPTION YEAR 2 - DATA DELIVERABLES - IAW EXHIBIT A CDRLS	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		6 MOS OPTION PERIOD (52.217-8) - LABOR - MILITARY BASE EMERGENCY MANAGEMENT & SECURITY - IAW Secion C.					
7300AA	H242	HOLDING SLIN FOR 7300 (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7350		6 MOS OPTION PERIOD (52.217-8) - CONTRACTOR ACQUIRED PROPERTY	1.0	LO			NSP
7399		6 MOS OPTION PERIOD (52.217-8) - DATA DELIVERABLES - IAW EXHIBIT A CDRLS	1.0	LO			NSP

For ODC Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		BASE YEAR - ODCS			██████████
9000AA	H242	HOLDING SLIN FOR CLIN 9000 (SEE NOTE 3) (Fund Type - TBD)	██	██	██████
9000AB	R425	Incremental Funding for Technical Instruction #01. 2410(a) AUTHORITY IS BEING INVOKED. (O&MN,N)	██	██	██████████
9000AC	R425	Technical Instruction #01 2410(a) AUTHORITY IS BEING INVOKED. (O&MN,N)	██	██	██████████
9000AD	R425	Technical Instruction #01 2410(a) AUTHORITY IS BEING INVOKED. (O&MN,N)	██	██	██████████
9100		OPTION YEAR 1 - ODCS			██████████
9100AA	H242	HOLDING SLIN FOR CLIN 9100 (SEE NOTE 2 AND 3) (Fund Type - TBD) Option	██	██	██████████
9200		OPTION YEAR 2 - ODCS			██████████
9200AA	H242	HOLDING SLIN FOR CLIN 9200 (SEE NOTE 2 AND 3) (Fund Type - TBD) Option	██	██	██████████
9300		6 MOS OPTION PERIOD (52.217-8) - ODCS			██████████
9300AA	H242	HOLDING SLIN FOR CLIN 9300 (SEE NOTE 3 AND 6) (Fund Type - TBD) Option	██	██	██████████

**NOTE 1: LABOR HOURS**

The labor hours (LH) listed above for the Base Period and each Option period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause.

**NOTE 2: OPTION CLAUSE**

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

**NOTE 3: ODCs**

ODCs will be limited to travel and the materials stated in Section C.

**NOTE 4: NOT SEPARATELY PRICED**

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

**NOTE 5: NOT SEPARATELY PRICED**

The price for Not Separately Priced (NSP) Contractor Acquired Property items shall be included in the price of the corresponding Labor and ODC CLINs.

**NOTE 6: 52.217-8 OPTION TO EXTEND SERVICES**

The labor hours (LH) listed above for the Optional Period allowed under 52.217-8, Option to Extend Services shall reflect ½ of the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause for this period. The Government may choose to exercise the Option to Extend Services at the end of any performance period (base or option periods). However, the end of the Option to Extend Services period represents the end of contract performance, and the Government shall not exercise any

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other option periods after the Option to Extend Services has been exercised.

## **B.1 TYPE OF ORDER**

- (a) This is a Level of Effort (term) type order.
- (b) Items in the 7xxx series are cost plus fixed fee type.
- (c) Items in the 7x50 series are not separately priced (NSP).
- (d) Items in the 7x99 series are not separately priced (NSP).
- (e) Items in the 9xxx series are cost only, excluding fee.

## **B.2 ADDITIONAL CLINS**

(a) Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional CLINs/SLINs as needed to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort or value of the Task Order.

## **CLAUSES INCORPORATED BY FULL TEXT**

### **HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

(End of Clause)

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

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

(End of Clause)

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

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

(End of Text)

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

**NOTE B** - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

## **FIXED FEE**

The following table reflects the hourly rate to be billed in accordance with HQ B-2-0015, Payment of Fee(s) (Level of Effort-

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Alternate 1):

	Fixed Fee Amount	Fee Rate Per Man-Hour	Number of Hours
Base			
Option Year 1			
Option Year 2			
52.217-8 Option Period			

**HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

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

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

(End of Clause)

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

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

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

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

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

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

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

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

(End of Clause)

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

This entire contract is cost type.

(End of Text)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### C.1 BACKGROUND

(a) The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) Electromagnetic and Sensor Systems Department (B Department) through their Chemical, Biological, & Radiological Defense Division B20 Division has been requested by Commander Naval Installations Command (CNIC) and Naval Facilities Engineering Systems Command (NAVFAC) to support them in several of their mission areas. The first area is for non-construction related activities to include engineering and expertise to CNIC and NAVFAC in support of their military base security upgrades and improvements. A second area of support is to the Emergency Management and Chemical, Biological, Radiological, and Nuclear Capability Area Systems Engineer (EM / CBRN CASE) for the Navy Facilities Engineering Systems Command Antiterrorism / Force Protection Ashore (NAVFAC ATFP ASHORE) program office. This expertise and capability within B Department /B20 also supports other Federal government activities within the National Capital Region requiring engineering expertise in military base security upgrades and improvements and EM / CBRN CASE.

#### C.2 SCOPE

(a) The Contractor shall provide technical support services and have experience to provide support to NSWCDD assigned CNIC/NAVFAC tasks. This contractor support shall be provided in the general Work Areas of: EM and Base Security and Improvements, Requirements Development and Analysis Support, Systems Engineering, Integrated Project Team Support, Meeting and Presentation Support, Implementation and Training Support, Medical EM Support, Naval Facilities EM Support, and Programmatic Support and studies; analyses, and evaluations; and engineering and technical services. These services shall be provided in support of existing, near term, and out-year projects, programs, technology developments, technology insertions, prototyping and technology demonstrations, requirements and identification processes, and related acquisition efforts.

#### C.3 APPLICABLE DOCUMENTS, GOVERNMENT FURNISHED INFORMATION (GFI)

(a) The following instructions and regulations apply to this requirement and are publicly available:

- DODI 2000.18 DoD Installation CBRNE Emergency Response Guidelines
- DODI 2000.16 DoD Antiterrorism (AT) Standards
- DoD Handbook 0-2000.12-H (Series) Protection of DoD Personnel and Assets from Acts of Terrorism (5 April 2001)
- CNICINST 3440.17 (Series) Navy Shore Installation Emergency Management Program Manual
- OPNAV Instruction 3440.17 (Series) Navy Shore Installation Emergency Management Program (Draft)
- DoD Concepts of Operation for CBRNE Preparedness for U.S. Military Installation & Facility Preparedness (DRAFT)
- OPNAV Instruction 5090.1 (Series) Environmental and Natural Resources Program Manual (17 Oct 2002)
- OPNAV Instruction 5100.23 (Series) Navy Occupational Safety and Health (NAVOSH) Program Manual (15 Jul 2002)
- OPNAV Instruction 3440.16 (Series) Navy Civil Emergency Management Program (10 Mar 1995) DoD Instruction 6055.6 (Series) DoD Fire and Emergency Services Program (10 Oct 2000)

(b) The Government will make available upon Contractor's request, references to all necessary technical publications other than those listed above to be utilized in the performance of the task order as Government Furnished Information (GFI). The Contractor shall ensure the GFI being used or referenced in the performance of this task order is the latest version in effect.

(c) The Government shall make available technical manuals, technical schematics, systems drawings, platform drawings, and environmental test results in their possession, to be utilized as GFI in the performance of this task order.

#### C.4 REQUIREMENTS

##### C.4.1 MANDATORY REQUIREMENTS



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(a) The following mandatory requirements shall be maintained throughout the life of the TO.

(1) Requirement 1: Facility Location - The Contractor's primary work facility for supporting this task order shall be within 60 miles of travel to NSWCCD, Dahlgren, VA.

(2) Requirement 2: Facility Security Clearance - The Contractor's primary facility for supporting this task order shall have a minimum facility clearance of SECRET.

(3) Requirement 3: Personnel Security Clearance - All Contractor personnel providing technical support under this requirement shall possess clearances at the SECRET level or higher at the time of proposal submission. The Sr. Cyber Engineer and Network Engineer shall possess at least a SECRET clearance based on a current Single Scope Background Investigation (SSBI) completed within the last five (5) years. Interim clearances are acceptable for all positions except the Sr. Cyber Engineer and Network Engineer positions.

(4) Requirement 4: Certifications - The Sr. Cyber Engineer, Cyber Engineer, and Network Engineer shall have Information Technology Access Level designations and shall meet and maintain the DoD Directive 8570.01-M or successor certification(s) outlined in Sections H.3.

## **C.4.2 SPECIFIC REQUIREMENTS**

### **C.4.2.1 PROGRAM MANAGEMENT**

(a) The Contractor shall research, develop, analyze and assist in the preparation, monitoring, and updating of applicable programmatic, technical, or operational plans, operational and functional requirements, policies, and procedures;

(b) The Contractor shall analyze and evaluate issues and develop recommendations to resolve substantive problems and/or issues of effectiveness and efficiency of work plans and operations within the related efforts;

(c) The Contractor shall analyze Program Objective Memoranda (POM) submissions and provide recommendations;

(d) The Contractor shall support the preparation, monitoring, and updating project plans and procedures;

(e) The Contractor shall evaluate program products and other materials and provide recommendations for expeditiously attaining project goals and objectives;

(f) The Contractor shall document evaluation efforts outlined in paragraph (e) in briefings and short technical position papers;

(g) The Contractor shall conduct the following technical studies and reports (**CDRL A003**):

(1) Analyze emergent problems, updates, and enhancements to determine the impact on the program and requirements, including new and emergent technologies in support of program efforts;

(2) Conduct advanced engineering analysis of selected topics to assist in the evaluation of alternative or state-of-the-art leading edge technologies, and provide rationale and long-range planning for anticipated development efforts;

(3) Provide inputs into Department of Defense-wide classification guidelines based upon existing classification guidelines;

(h) The Contractor shall support the development and delivery of programmatic documentation, charts, viewgraphs, and other administrative support data;

(j) The Contractor shall provide Technical Writing and Technical Editing support;

(k) The Contractor shall coordinate and facilitate technical working groups, technical interchange meetings, and other meetings or conferences;

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(l) The Contractor shall meet periodically throughout the project to exchange information among team members and Government task leaders and to gather information from other various subject matter experts;

(m) The Contractor shall participate in Preliminary Design Reviews (PDRs), Critical Design Reviews (CDRs), and Production Readiness Reviews (PRRs) and shall support the creation of technical briefs for these and other technical meetings (**CDRL A004**);

(n) The Contractor shall perform requested administrative support for the organization, including the following: maintaining files; managing schedules; maintaining reference materials; tracking, assigning, and responding to taskers and other information requests; and developing, editing, and updating Standard Operating Procedures (SOPs);

(p) The Contractor shall perform risk management tasks including, but not limited to, risk identification, risk analysis, risk mitigation, risk tracking, and risk reporting;

(q) The Contractor shall provide Military Base Emergency Management & Security (MBEMS) subject matter expertise to include systems best practices and technology, system and base requirements analysis, logistics and systems training support;

(r) The contractor shall provide technical support to include the following activities:

(1) Establishment, participation, and conduct of related integrated project teams (IPT);

(2) Attendance at IPT meetings and conferences (**CDRL A003**);

(3) The preparation of IPT assessment reports as directed (**CDRL A004**);

(4) Advising the IPT chairs and staff on related matters, coordinate vendor presentations, provide technology assessments and recommendations, (**CDRL A004**);

(5) Providing other support as required by the IPT chairs.

#### **C.4.2.2 SYSTEMS ENGINEERING AND INTEGRATION**

(a) The Contractor shall support the development of Systems Engineering Plans;

(1) These plans shall include requirements identification through design verification to ensure user requirements, plan and execute engineering strategies in accordance with approved project acquisition strategies and plans, report contract execution status, provide support to all program acquisition and management review activities, establish and maintain requirements specifications, capabilities documents, requirements baselines (i.e., functional, allocated, and product baselines), and the interface control documents to facilitate development and verification (**CDRL A005**);

(b) The Contractor shall research and review the development of System/Subsystem specification documents. These documents shall include an assessment of the compliance, completeness, and consistency of component and interface requirements with current and evolving system requirements, information architecture, and system design (**CDRL A006**);

(1) The Contractor shall assess the accuracy of correlation of operational requirements to systems functions and assess allocation of desired system functions to Hardware/Software (HW/SW) systems;

(c) The Contractor shall support the Government program manager by conducting research and reviewing requirements analysis to ensure that appropriate system and component solutions are developed;

(d) The Contractor shall facilitate efforts to baseline, revise, and maintain requirements documents;

(e) The Contractor shall support modeling and simulation efforts for training and exercise scenarios;

(f) The Contractor shall support the planning and execution of engineering strategies in accordance with approved

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project acquisition strategies and plans;

(g) The contractor shall perform requested aspects of technical analysis and systems engineering support to facilitate aspects of architecture design, interoperability, specification analysis and development, solutions implementation and systems sustainment of supported projects;

(h) The Contractor shall achieve and maintain certification of interoperability amongst system classified up to the SECRET clearance levels systems;

(1) The Contractor shall maintain System level accreditation testing and certifications.

#### **C.4.2.3 HARDWARE SUPPORT**

(a) The Contractor shall research and review the design and development of hardware efforts, including logistics, training, and simulation systems covered in the Government installation plan. Direct application and understanding of the unique nature of the applicable type technology and effort must be demonstrated in the proof of understanding of system and lifecycle of hardware;

(b) The Contractor shall produce Technical Data Packages (TDPs) and support materials to be used in preparing specifications for selected capabilities (**CDRL A008**). TDPs shall consist of the following items:

(1) Documentation for hardware development;

(2) Evaluation of modifications and upgrades as a result of maintenance efforts, technology refresh, redesign and reengineering, and obsolescence management;

(3) Recommendations for the selection and integration of hardware components into formal system configurations;

(4) Recommendations for the procurement of systems and subsystem components to meet functional and allocated design requirements;

(c) The Contractor shall support the development, evaluation and implementation of modifications and upgrades as a result of maintenance efforts, technology refresh, redesign/reengineering, and obsolescence management to existing systems, prototypes, and applicable support systems and infrastructure.

#### **C.4.2.4 TEST AND EVALUATION (T&E) SUPPORT**

(a) The Contractor shall conduct research and support the coordination, planning, and execution of evaluation activities to include performing assessment and integration testing, site acceptance testing, and other evaluation activities;

(b) The Contractor shall coordinate testing and demonstration plans, schedules, and related documentation;

(c) The Contractor shall develop test and evaluation documentation, which shall include testing plans, laboratory testing documents, new technology evaluation documents, and usability engineering documents (**CDRL A010, A017, A015**).

#### **C.4.2.5 MEDICAL EMERGENCY MANAGEMENT SUPPORT**

(a) The Contractor shall provide technical support regarding the integration of medical requirements and solutions into the overarching facilities protection and risk mitigation strategies;

(b) The Contractor shall support the Medical Protection and Medical Surveillance Capability Area Coordinators on matters regarding Medical Protection, Medical Surveillance, and Medical CBRN defense preparedness capabilities;

(c) The Contractor shall liaison with the Bureau of Medicine Anti-Terrorism Force Protection (BUMED ATFP) leadership personnel to develop Navy Installation Medical mitigation strategies and approaches;

(d) The Contractor shall support the inspection of equipment and training of personnel in the proper operating procedures of CBRN systems.

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#### **C.4.2.6 INTEGRATED LOGISTICS SUPPORT (ISL)**

(a) The Contractor shall research and support the coordination, planning, and execution of logistics and fielding activities;

(b) The Contractor shall prepare, update, coordinate, and provide input to supportability strategies, Materiel Fielding Plans, and other documentation associated with Materiel Release planning;

(c) The Contractor shall support the development, coordination, and maintenance of ILS and Fielding plans, schedules, and related documentation;

(d) The Contractor shall perform research, provide recommendations, and support the development and delivering of instructional systems, methodologies, and technologies in accordance with the DoD guidelines listed in Section C.3 for training systems;

(1) Tasks shall include up-front analyses, development of instructional materials, development of computer based training, and multimedia development (including training systems, digital motion video, audio, animation, speech recognition, and the automation instructional design and development systems);

(e) The Contractor shall participate with various Government, civilian and military personnel in the development and drafting of Tactics, Techniques and Procedures (TTPs) and course curriculum for deployment of selected technologies and field deployable systems;

(f) The Contractor shall interact with field activities and service representatives to provide the engineering and analytical disciplines required to train the end user and technical support community;

(g) The Contractor shall provide training necessary to ensure the attainment and retention of knowledge, skills, and attitudes regarding the platforms, systems, and war fighting capabilities inherent in the fielded capability for both hardware and software. This training may include both field exercises and/or simulator training (**CDRL A012**);

(h) The Contractor shall develop specialized instruction and courses geared to operational, maintenance, and repair of the devices and associated systems for support personnel;

(j) The Contractor shall provide a Training Plan Process and Methodology (TRPPM) Report (**CDRL A013**);

(k) The Contractor shall perform research and develop computer based training (CBT), tactical decision aids (TACAIDS), platform-specific training, and interactive electronic technical manuals (IETMs);

(l) The Contractor shall provide research and the development of documentation for total logistics support, life-cycle strategies, provisioning, spares and repair parts, system support requirements, lifetime buy, acquisition strategies, end of life software support strategies, web-based documents, test equipment, and calibration procedures;

(1) The Contractor's architecture shall provide for insertion of commercial-off-the-shelf (COTS) into the system and demonstrate that COTS, reusable non-developmental items (NDI), and other components are logistically supported throughout the life cycle;

(2) The Contractor shall describe and demonstrate the strategy for reducing product or system and associated supportability costs through insertion of COTS and other reusable COTS or NDI products;

(3) The Contractor shall establish a process to logistically support COTS or NDI products;

(4) The Contractor shall describe the availability of commercial repair parts and repair services, facilities, and manpower required for life cycle support, and demonstrate they are adequate to ensure long-term support for COTS or NDI products;

(5) The Contractor shall provide the proposed methodology for pass-through of COTS warranties to the Government.

#### **C.4.2.7 CONFIGURATION MANAGEMENT SUPPORT**

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(a) The Contractor shall provide automated data management and configuration management services;

(1) The Contractor shall produce technical documentation, services, and support materials to be used in preparing specifications for components and devices, as well as to track the life-cycle supportability of selected capabilities **(CDRL A014)**;

(b) The Contractor shall provide research and recommendations support for hardware and software systems and modifications, system relocation, project management tasks, and research tasks **(CDRL A014)**;

(c) The Contractor shall support Government personnel in the development and maintenance of equipment documentation, including drawings and installation instructions, for modifications, repairs, and alignments throughout the life cycle for the item(s).

(1) Configuration management of the items shall include modifications and upgrades as a result of maintenance efforts, technology refresh, redesign/reengineering, and obsolescence management.

#### **C.4.2.8 INTEGRATION, INSTALLATION, AND IMPLEMENTATION SUPPORT**

(a) The Contractor shall perform research and provide recommendations on the fabricated components, system, and sub-system solutions and retrofit existing systems and platforms by third-party vendors;

(b) The Contractor shall review for feasibility the manufacturing capabilities and facilities utilized in prototype fabrication to accomplish small to large-scale fabrication, integration, test and maintenance of systems, equipment, and devices;

(c) The Contractor shall develop and implement prototype strategies for the integration of specified software and hardware components as required to support Government operational and technical requirements;

(d) The Contractor shall provide technical support for the implementation of selected materiel and non-materiel solutions;

(1) The Contractor shall support the liaison with impacted Commands and Facilities during implementation of the selected solution(s);

(2) The Contractor shall oversee the implementation of selected technologies during the implementation of the selected solution(s);

(e) The Contractor shall monitor and conduct implementation training of the selected solution(s);

(1) The Contractor shall support, oversee, and evaluate the execution of any formal certification test events for the installation **(CDRL A015)**.

#### **C.4.2.9 FACILITY EM ASSESSMENT SUPPORT**

(a) The Contractor shall support the assessment of risk to US Naval and Support facilities and the impact and efficacy of various mediation strategies;

(b) The Contractor shall monitor EM preparedness plans, exercises, and other events to determine the state of preparedness relative to requirements solutions provided by the CASE;

(c) The Contractor shall support NSWCDD with the coordination with various EM managers and Emergency Operations Center leads to evaluate the requirements and solutions and to provide recommendations to the EM/CBRN CASE on modifications, mitigations, or alternative solutions;

(d) The contractor shall coordinate with Naval Regions in the development of resource databases and assist through the development of best practices. **(CDRL A003)**.

#### **C.4.2.10 SOFTWARE SUPPORT**

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(a) The Contractor shall support software engineering and programming efforts for system software implementation and updates.

(b) The Contractor shall support the design and implementation of all aspects of the software development life cycle to include: requirements definition, design, code, integration, debugging, verification and test, Information Assurance, deployment, operation, maintenance, and documentation of software modules as required in response to existing and emerging operational requirements to support technology demonstrations and other prototyping efforts;

(c) The Contractor shall support software technical studies and evaluations of software modifications and upgrades;

(1) The Contractor shall provide and develop recommendations for the procurement of COTS and/or Government-off-the-shelf (GOTS) software packages based on system requirements;

(d) The Contractor shall support the development of software transition plans for systems conversions to different operating environments, related missions/capabilities, and different sustainment organizations.

## **C.5 DIGITAL DELIVERY OF DATA**

(a) Delivery by the Contractor to the Government of certain technical data and other information is may required to be made in digital form rather than in hardcopy form;

(b) The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as “technical data” or “computer software”) or the Government’s and the Contractor’s respective rights therein;

(c) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government’s rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor’s obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014;

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

## **C.6 TASK ORDER MANAGEMENT**

### **C.6.1 MONTHLY COR MEETING**

(a) The Contractor shall participate in the COR’s monthly meetings to review contract Security, Funding, Staffing, Deliverables, Technical Instructions, Management Items of Concern that require Government intervention, Action Items, and Action Item Review;

(b) The Contractor shall document meeting minutes and action items (**CDRL A009**) to be included in the Monthly Progress Report (MPR) (**CDRL A001**) (Section C.6.2);

(c) The specific format shall be addressed at the Task Order Kick-Off meeting;

(d) The specific format shall be pre-approved by the COR and the Contracting Officer.

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### **C.6.2 MONTHLY PROGRESS REPORT (MPR)**

- (a) The Contractor shall submit a MPR (**CDRL A001**). The cutoff date of the report shall be the same as that used for invoicing purposes by the prime Contractor. Any and all subcontractor, consultant, vendor data shall be current through the “as of” date of the report;
- (b) The report shall be unclassified and reflect no proprietary markings;
- (c) The current period being reported is referenced as part of the COR’s monthly report to the PCO;
- (d) The specific format shall be addressed at the Task Order Kick-Off meeting;
- (e) The specific format shall be pre-approved by the COR and Contracting Officer.

### **C.6.3 FINANCIAL REPORTING**

- (a) The Contractor shall submit Monthly Financial Reports (**CDRL A002**) which shall consist of:

#### **(1) TASK FUNDS EXPENDITURE LOG**

- (i) This report shall identify the following: Technical Instruction by CLIN (Travel & ODC), funds received, current expenditure, cumulative expenditure, previous period expenditure, balance funds remaining, percent of funds remaining, current hours expended, cumulative hours expended (**CDRL A002**);
- (ii) The current period being reported is part of the COR's monthly report to the PCO;
- (iii) The specific format shall be addressed at the Task Order Kick-Off meeting;
- (iv) The specific format shall be pre-approved by the COR and Contracting Officer.

#### **(2) LABOR HOURS EXPENDITURE LOG**

- (i) This report shall identify the following: All individuals listed in the TOAP (Section C.6.5), labor category, company name, exempt/non-exempt, Key/Non-Key, Exceeds Labor Tripwire yes/no, FTE burden, regular hours expended, overtime hours expended, premium time expended, fully loaded labor rate (through fixed fee), cost regular hours expended, cost overtime hours expended, cost premium time expended, total cost for period being reported (**CDRL A002**);
- (ii) The current period being reported is part of the COR's monthly report to the PCO;
- (iii) The specific format shall be addressed at the Task Order Kick-Off meeting;
- (iv) The specific format shall be pre-approved by the COR and the Contracting Officer.

#### **(3) ODC TRAVEL LOG**

- (i) As described in Section C.8.1(c) (**CDRL A002, A001**);

#### **(4) ODC MATERIAL PURCHASE LOG**

- (i) As described in Section C.8.2(c) (**CDRL A002, A001**);

### **C.6.4 CONTRACT DATA REQUIREMENTS LIST (CDRL) LOG**

- (a) The Contractor shall submit a monthly running CDRL Log (**CDRL A002**) from the contract start date through contract end date. This report is due concurrent with submission MPR (**CDRL A001**) (Section C.6.2);
- (b) This report shall identify the following: CDRL number, company unique identifier, Technical Instruction supported, deliverable title, Government SME submitted to, Contractor POC, date due, date delivered, number of times rewrites, approved date;
- (c) The current period being reported is part of the COR’s monthly report to the PCO;

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- (d) The specific format shall be addressed at the Task Order Kick-Off meeting;
- (e) The specific format shall be pre-approved by the COR and Contracting Officer.

#### **C.6.5 TABLE OF APPROVED PERSONNEL (TOAP)**

- (a) The Contractor shall submit a monthly TOAP report (**CDRL A002**) showing all personnel who have been approved to charge to this Task Order. This report is due concurrent with submission MPR (**CDRL A001**) (Section C.6.2);
- (b) This report shall identify the following: Task Order individual's name, labor category, company name, exempt/non-exempt, Key/Non-Key, Exceeds Labor Tripwire yes/no, FTE burden, work location, security clearance level, Post Award COR recommendation date, Post Award PCO approval/acceptance date, and removed from the contract date and status of DoD Directive 8570.01-M or successor certification(s) . If a resume is submitted as a replacement for a Key Person approved at time of award, the name of the individual being replaced shall also be provided;
- (c) The current period being reported is part of the COR's monthly report to the PCO;
- (d) The specific format will be addressed at the Task Order Kick-Off meeting;
- (e) The specific format shall be pre-approved by the COR and Contracting Officer.

#### **C.6.6 SECURITY & ACCESS CONTROL LOG (S&ACL)**

- (a) The Contractor shall submit a monthly S&ACL (**CDRL A002**) listing all personnel, per the Table of Authorized Personnel (Section C.6.5) for this this Task Order in their status of security and access to Government facilities or information. This report is due concurrent with submission MPR (**CDRL A001**) (Section C.6.2), and shall be submitted as a separate document;
- (b) This report shall identify the following: Task Order individual's name; labor category; company name; work location; security clearance level, security clearance reinvestigation due date; CAC date requested, date issued, expiration date; SIPR/NATO access request date, date granted, expiration date; accesses to any website based tools, date requested, date granted, expiration date; number of active NDAs. This report shall expand to cover any new security & access controls prescribed during this Task Order;
- (c) The current period being reported is part of the COR's monthly report to the PCO;
- (d) The specific format will be addressed at the Task Order Kick-Off meeting;
- (e) The specific format shall be pre-approved by the COR and Contracting Officer.

#### **C.6.7 MANDATORY TRAINING COMPLETION & ACCESS LOGS**

- (a) The Contractor shall submit a Mandatory Training Completion & Access Logs for training identified in Section C.17;
- (b) The Contractor shall submit a running monthly Mandatory Training Completion Log (**CDRL A002**) from the contract start date through contract end date. This report is due concurrent with submission of the MPR (**CDRL A001**) (Section C.6.2);
- (c) The Mandatory Training Completion Log shall identify the individual names as listed in the TOAP (Section C.6.5), company assignment, training topic, completion no later than date, actual completion date, and completed on time yes/no;
- (d) The current period being reported is part of the COR's monthly report to the PCO;
- (e) The Mandatory Training Access Log shall document the individual names as listed in the TOAP (Section C.6.5), company assignment, CAC issued yes/no, residence/work location, hire date, phone number, email address, currently has access to source of training yes/no, requires access to source of training yes/no, name of Government sponsor, date verified individual is registered in NSWCDD locator, and date removed from contract (**CDRL A002**);



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(f) The specific format will be addressed at the Task Order Kick-Off meeting;

(g) The specific format shall be pre-approved by the COR and Contracting Officer.

### **C.7 GOVERNMENT FURNISHED OFFICE SPACE**

(a) The Government will provide access to Navy Marine Corps Intranet (NMCI)/other Government computer resources as required. Government Furnished Equipment (GFE) ; hardware, software, firmware, will be provided to support access provided to Navy Marine Corps Intranet (NMCI)/other Government computer resources.

(b) Government furnished space will not be provided for the performance of this task order.

#### **C.7.1 GOVERNMENT FURNISHED PROPERTY (GFP)**

(a) GFP will be issued to the Contractor via contract modification as tasking demands;

(b) The Contractor shall maintain and report the inventory of GFP (**CDRL A011**) issued to them;

(c) The GFP Inventory Log shall identify: Other Plant Equipment (OPE) /Special Test Equipment (STE), TAG Number (Plant Account number), item description (noun name& model number), quantity, value, contract number, Contractor sighting, date sighted, sighted location, disposition, serial number;

(d) The specific format will be addressed at the Task Order Kick-Off meeting;

(e) The specific format shall be pre-approved by the COR and Contracting Officer.

#### **C.7.2 CONTRACTOR ACQUIRED PROPERTY (CAP)**

(a) CAP may be procured by the Contractor as tasking demands in accordance with Paragraph C.8.2.;

(b) The Contractor shall maintain and report the inventory of CAP (**CDRL A016**) acquired;

(c) The Contractor Acquired Property Log shall identify the following: CLIN, Item Description, Type Designation, NSN, PIN, Quantity, Unit of Measure, Serial Number (UII), Original Unit Acquisition Cost, and the date placed in service by the Contractor;

(d) The specific format will be addressed at the Task Order Kick-Off meeting;

(e) The specific format shall be pre-approved by the COR and Contracting Officer.

### **C.8 OTHER DIRECT COSTS (ODC)**

#### **C.8.1 TRAVEL**

(a) The Contractor shall travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR via the specific work area Program Manager.

(b) All travel shall be conducted in accordance with HQ B-2-0020, Travel Costs - Alt I and shall be pre-approved by the COR. All travel requests shall be submitted to the Technical Instruction Subject Matter Expert (SME), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. For local travel also known as day travel, the travel itinerary will include "reasonable cost" wherever possible based on the start time of the scheduled event being supported. The Contractor is not authorized to perform any travel that is not in conjunction with this order. The Contractor shall document in a trip report (**CDRL A007**) actions performed during travel along with reconciling the travel and shall maintain a monthly running ODC Travel Log from the contract start date through contract end date.

(c) The Travel Log (**CDRL A002**) shall identify the individual traveler, travel request date, travel start date, stop date, departure location, destination, purpose in support of the specific work area tasking, airfare, airfare fees POV mileage, taxi fares, bus fares, parking, tolls, rental car, rental car gas, lodging, lodging service charges, lodging

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taxes, meals, total cost for the event, and company unique identifier used in invoicing, unbilled yes/no, invoice number billed.

(d) The current period being reported is part of the COR's monthly report to the PCO.

(e) The specific format will be addressed at the Task Order Kick-Off meeting.

(f) The specific format shall be pre-approved by the COR and Contracting Officer.

(g) Contractor personnel shall travel to other sites both CONUS and OCONUS (requiring passports) to support program activities. Travel to these destinations may be required during each year of performance over the life of the task order. It is the responsibility of the Contractor to ensure personnel maintain passports current and effective for the contract's total period of performance at no cost to the Government. OCONUS travel requiring passports.

### C.8.2 MATERIALS

(a) During the performance of this task order it may be necessary for the Contractor to procure materials to respond to the mission requirements listed in the Statement of Work. This task order is issued under a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the Contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

(b) The materials shall be the only materials approved for purchase under this task order. The numbers of and types of material purchases shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR via the specific work area Program Manager. If the Contractor operates a DCMA-approved purchasing system, individual item purchases less than \$10,000.00 shall be approved by the COR. Equal to or over \$10,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO. If the Contractor does not operate an approved purchasing system, individual item purchases less than \$3,000.00 shall be approved by the COR. Equal to or over \$3,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO. No purchases of any amount shall be executed by a subcontractor if they do not have a DCAA-approved accounting system.

(c) The ODC Material Log (**CDRL A002**) shall identify: Contractor unique voucher number used in invoicing, item description( noun name, model, part number), vendor, requisition order information (MAR date, item required by date, item order date, item received date), Work Area supporting, purchase purpose, purchase unit, price per unit, quantity purchased, total purchase price, unbilled yes/no, invoice number billed.

(d) The current period being reported is part of the COR's monthly report to the PCO.

(e) The specific format will be addressed at the task order Kick-Off meeting.

(f) The specific format shall be pre-approved by the COR and Contracting Officer.

(g) The following material groups listed are representative of the type material purchases anticipated:

ODC Materials Groups
Military Base EMS test and installation equipment
Support Equipment
Rental Equipment
Repair Equipment
Shipping and Freight

### C.9 SECURITY

(a) Personnel providing direct support to this effort shall be required to have at a minimum a DoD SECRET clearance.

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(1) IAW DOD/DON CSWF requirements, Contractors designated with IT Level-I are required to have at a minimum, a SECRET clearance based upon a favorably adjudicated SSBI completed within the last 5 years.

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

(b) The Contractor will have access to information and compartments with a SECRET classification to complete tasking previously described in this SOW. The Contractor will also have access to Non-SCI intelligence information and NATO (at the Secret level for SIPRNet accesses/accounts) in order to provide the SETA support required. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DOD 5400.7-R Chapters 3 and 4.

(c) All deliverables associated with this contract are unclassified unless otherwise specified. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

(d) The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this task order.

(e) The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances.

(f) Access to classified spaces and material and generation of classified material shall be in accordance with the NISPOM and the NSWCDD Command Security Manual.

**(g) Facility Clearance**

(1) The Contractor shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database.

**(h) Physical Security**

(1) The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by the NISPOM and the NSWCDD Command Security Manual.

**(i) Electronic Spillages**

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

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

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**(j) Operations Security (OPSEC)**

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

**(k) Portable Electronic Devices (PEDs)**

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

(2) PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch, CXA10. This approval will be granted using the TARIS form and action tracker process.

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

**(l) Classified Military Information**

(1) This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as SECRET, or CONFIDENTIAL.

**(m) Controlled Unclassified Information**

(1) This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

**C.10 ON-SITE ENVIRONMENTAL AWARENESS**

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

**C.11 ON-SITE SAFETY REQUIREMENTS**

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

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

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

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

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

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

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

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

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

## **C.12 OPERATION OF GOVERNMENT VEHICLES**

(a) The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, and van) both on-site at NSWC, Dahlgren Division and off-site in the performance of duties associated with the tasking of this contract, throughout the performance of this task order.

(b) Government provided vehicles will be used solely for the purposes in supporting the tasks described in the SOW.

(c) All drivers shall present proof of a valid state driver's license along with the appropriate vehicle operation certification for Government vehicles (car, truck, and van) prior to operating a Government vehicle.

(1) A valid state driver's license shall be accepted as proper authority for operation of vehicles (car, truck, van) up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers.

(2) The license(s)/certification(s) shall be obtained and maintained at the Contractor's expense.

## **C.13 SKILLS AND TRAINING**

(a) The Contractor shall provide capable personnel with all qualifications, experience, security clearances, licenses, certifications as specified in Section H.2 & H.3.

(1) The Contractor shall be responsible for ensuring that its employees are provided all training required by Federal, State, and Local laws and regulations.

(2) The Contractor shall be responsible for providing its employees with all certifications as specified in DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION.

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(3) Any training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions listed in Section C is the responsibility of the Contractor.

(4) Training necessary to maintain any professional certification(s) required in Sections H.2 and H.3 is the responsibility of the Contractor.

(b) The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, van) both on-site at NSWC, Dahlgren Division and off-site in the performance of duties associated with the tasking of this contract, throughout the performance of this task order.

(1) The license(s)/certification(s) shall be obtained and maintained at the Contractor's expense.

(c) The Contractor shall complete all Mandatory Training as prescribed by the Government for General, Safety, EMS, etc. topics. These training requirements are accessed through Government, web based training (WBT), classroom training, or combination of both.

(d) The Contractor shall maintain a monthly running Mandatory Training Completion Log and Mandatory Training Access Log, identified in Section C.6.7(b).

#### **C.14 NON-DISCLOSURE AGREEMENTS (NDAs)**

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

(b) The labor categories listed in Section H may be required to sign non-disclosure statements as applicable to specific tasking. The COR will notify the Contractor that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contract Specialist

#### **C.15 CONTROL OF CONTRACTOR PERSONNEL**

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

#### **C.16 IDENTIFICATION BADGES**

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

#### **C.17 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

(a) In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DoD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DoD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined,

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recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DoD system may be monitored. Use of a DoD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

### **C.18 USE OF INFORMATION SYSTEM (IS) RESOURCES**

(a) Contractor Provision of IS Resources Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses. Contractor Use of NSWCDD IS Resources In the event that the Contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DoD or External Certificate Authority. If this contract requires that the Contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office. Connections between NSWCDD and Contractor Facilities. If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by NSWCDD, such interconnection shall take place only after approval from the NSWCDD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DoD policy (DoDI 5200.40) by the cognizant Designated Approving authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

### **C.19 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

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

### **C.20 NON-PERSONAL SERVICES/ INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Procuring Contracting Officer immediately.

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

### **C.21 POST AWARD MEETING**

(a) A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the contract. The meeting will be held at a Government site located NSWCDD and documented (**CDRL A009**).

(b) The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) After Government review of the initial invoice, the Contracting Officer, COR and Contractor may meet to review the adequacy of the supporting documentation that is submitted in accordance with HQ G-2-0009.

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## **C.22 CONTRACT PERSONNEL ADMINISTRATION**

(a) When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing badge identifications and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program/project managers shall be clearly identified and known as such by Government employees. As circumstances permit, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

## **C.23 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

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

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

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

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

## **C.24 DATA RIGHTS**

(a) This is a contract for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel.

(b) Performance of this contract work shall require, among other things, the Contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government-owned data and shall be included in an appropriate technical report or other deliverable. The Contractor's use of and access to Government-owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein.

(c) On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate contract clauses.

## **C.25 Electronic Cost Reporting and Financial Tracking (eCRAFT) System**

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.



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

(1) Access:

(i) eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is:

Ecraft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

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

## **CLAUSES INCORPORATED BY FULL TEXT**

### **HQ-C-1-0001 ITEMS 7X99 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

**HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)**

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication

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which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(End of Text)

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

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

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

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

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

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

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

(g) The Contractor further agrees that, during the performance of this order and for a period of three years after

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

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

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

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

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

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

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

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

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

(p) Compliance with this requirement is a material requirement of this order

#### **HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

(a) Definitions.

(b) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(c) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

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(d) Requirements.

(e) All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

(End of Text)

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

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

**DdI-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE**

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

**Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS**

(a) The Contractor shall ensure that all employees who have a NSWCCD badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCCD Physical Security of all changes in their personnel requiring NSWCCD base access.

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

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## SECTION D PACKAGING AND MARKING

### CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.
- (b) All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices.
- (c) Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

(End of Clause)

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

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

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

\_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

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

(End of Clause)

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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

(End of Clause)

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

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

(End of Clause)

### **E.1 TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

(a) Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP).

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

(c) This Quality Assurance Surveillance Plan is a Government-developed and applied document used to make sure the systematic quality assurance methods are used in the administration of this task order. The intent is to ensure that the Contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be followed in determining whether or not to exercise an optional period.

(d) The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is delivering the services identified in the SOW in an acceptable fashion and in accordance with the Contractor's Quality Control Plan (QCP). This ensures that the Government pays only for acceptable services received.

(e) This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of Contractor performance, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

#### **E.1.1 AUTHORITY**

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

#### **E.1.2 SCOPE**

(a) The SOW structures the acquisition around “what” service or quality level is required, as opposed to “how” the Contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the Contractor's performance to ensure the expected outcomes and objectives communicated in the SOW are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based

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on the analysis of performance data is the cornerstone of performance management, this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.

(b) Performance management represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the Contractor flexibility to continuously improve and innovate over the course of the Contract (TO) as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

(c) The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor’s own Quality Control Plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Task Order regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the Contractor’s QCP.

(d) The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the Contractor is performing against communicated performance objectives. CPARS assesses a Contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and Contractor’s initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

- Status and progress reviews and reports
- Production and management reviews and reports
- Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports
- Cost performance reports and other cost and schedule metrics
- Other program measures and metrics such as:

(e) A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the Contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Task Order.

(f) Further, the formal CPARS ratings are used as reference material by others in source selection.

### **E.1.3 ROLES AND RESPONSIBILITIES**

#### **E.1.3.1 Procuring Contracting Officer (PCO)**

(a) An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Task Order. PCO's are designated via a written warrant, which sets forth limitations of their respective authority.

(b) The PCO ensures performance of all necessary actions for effective contract administration, ensures compliance



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with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the PCO that ensures the Contractor receives impartial, fair, and equitable treatment under the Task Order. The PCO is ultimately responsible for the final determination of the acceptability of the Contractor's performance.

#### **E.1.3.2 Contract Specialist**

- (a) Assigned by the PCO to provide daily administration of the contract.
- (b) Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

#### **E.1.3.3 Contracting Officer's Representative (COR)**

- (a) An individual appointed in writing by the PCO to act as his/her authorized representative to assist in technical administration of the Task Order. The COR is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Task Order.
- (b) The COR is responsible for technical administration of the Contract and assures proper surveillance of the Contractor's technical performance. The COR provides QASP reports to the PCO.
- (c) The COR is not empowered to make any contractual commitments or to authorize any changes on the CO's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions will be referred to the PCO for action.

#### **E.1.3.4 Subject Matter Expert (SME)**

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

#### **E.1.4 SCHEDULE**

- (a) The initial QASP evaluation will be finalized no later than the end of month nine (9) of the base period. QASP evaluations for the option periods shall follow the same schedule described in this section. In order to accomplish this, the following schedule applies:
  - (1) Contractor Self-Assessment shall be due to the PCO and the COR no later than the end of month seven (7) of the period of performance based on the first six (6) months and every six (6) month period thereafter. Failure of the Contractor to make a timely delivery will be viewed as the Contractor's overall inability to comply with Contract schedules.
  - (2) COR Written Assessment is due to the PCO no later than the thirty days after the reporting period.
- (b) PCO will review the Contractor Self-Assessment and the COR Written Assessment, determine an overall performance rating for the period, and provide a copy to the Contractor.
  - (1) Interim Evaluation – The COR can provide feedback to the PCO at any time during the period of performance.
  - (2) The PCO will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.
- (c) Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

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### **E.1.5 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

- (a) Table 1 provides the overall performance ratings. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.
- (b) The required performance standards and quality levels are included in Table 1. If the Contractor meets the required service or performance level, the Contractor will receive positive preliminary QASP and CPARS ratings. If the Contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.
- (c) If the Contractor fails to meet the required performance level based on the preliminary review conducted in accordance with E.1.4 above, the Government may not exercise the next Option period under the Task Order. "Meeting the required performance level" means that the Contractor must receive at least a Satisfactory rating (see Table 1) for each of the five (5) major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

### **E.1.6 METHODOLOGIES TO MONITOR PERFORMANCE**

#### **E.1.6.1 Surveillance Techniques**

- (a) In an effort to minimize the performance management burden, simplified surveillance methods will be used by the Government to evaluate Contractor performance when appropriate.
- (b) The Government will use the following methods of surveillance:
- Random monitoring
  - 100% Inspection
  - Periodic Inspection
  - Customer Feedback

#### **E.1.6.2 Customer Feedback**

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

### **E.1.7 QUALITY ASSURANCE DOCUMENTATION**

#### **E.1.7.1 The Performance Management Feedback Loop**

- (a) The performance management feedback loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in E.1.7.2 and Table 1.

#### **E.1.7.2 Monitoring System**

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(a) The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done in accordance with E.1.4 as input to Option Exercise determinations. Formal CPARS evaluations will be conducted on an annual basis.

**Table 1 – Overall Performance Ratings**

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

**Table 2 – Task Performance Evaluation Criteria and Standards**

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
<b>I. Task Performance</b>					
Timeliness	Contractor frequently misses deadlines, or is slow to respond or non-responsive to Government requests.	Contractor occasionally misses deadlines, schedules or is slow to respond or occasionally non-responsive to Government requests.	Contractor routinely meets deadlines, schedules, and quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required.	Deliverables received are well researched, complete and technically accurate. No more than two (2) revisions are typically needed to accept the item. Other deliverables meet all Contract requirements.	Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
<b>II. Staffing</b>					

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	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel. Lapses in coverable occur more than occasionally.	Contractor provides qualified personnel. Lapses in coverage occur occasionally and are successfully managed by the Contractor to minimize impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel. Lapses in coverage are rare and are successfully managed by the Contractor with little or no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications	Contractor provides highly qualified personnel. No lapses in coverage. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.
<b>III. Customer Satisfaction</b>					
	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
<b>IV. Management Performance</b>					
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the Contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.

Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and is frequently proactive in managing communications.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.
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**V. Cost Management & Efficiency**

Cost Mgmt & Reporting	<p>Contractor regularly experiences cost overruns.</p> <p>Cost reports are late and contain errors.</p> <p>Invoicing is not accurate or submitted in a timely manner.</p> <p>Supporting detail is missing or incomplete.</p> <p>Subcontractor invoices are rarely paid in a timely manner.</p>	<p>Contractor may experience occasional cost overruns.</p> <p>Cost reports are occasionally late and/or contain errors. Invoices are occasionally late or contain errors.</p> <p>Supporting detail contains occasional errors.</p> <p>Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner.</p> <p>SB subcontractor invoices are expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns. Funds and resources used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner.</p> <p>SB subcontractor invoices are expedited.</p>	<p>Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner. Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>
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Other Direct Costs (ODC)	<p>ODCs are not accurately or timely reported or invoiced.</p> <p>Errors are not quickly corrected. Does not comply with contract requirements for ODC authorizations.</p> <p>Burdened unit costs usually higher than proposed.</p>	<p>ODCs are occasionally not reported or invoiced in timely manner.</p> <p>Errors not consistently corrected in a timely manner.</p> <p>Occasionally does not comply with authorization requirements in contract.</p> <p>Burdened unit costs are frequently higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization 96% of time.</p> <p>Burdened unit costs are rarely higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization 98% of time.</p> <p>Burdened unit costs are occasionally lower than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are often lower than proposed.</p>
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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	6/15/2017 - 6/14/2018
7000AB	6/15/2017 - 6/14/2018
7000AC	7/25/2017 - 6/14/2018
7000AD	9/8/2017 - 6/14/2018
7000AE	9/12/2017 - 6/14/2018
9000AA	6/15/2017 - 6/14/2018
9000AB	7/25/2017 - 6/14/2018
9000AC	9/8/2017 - 6/14/2018
9000AD	9/12/2017 - 6/14/2018

Item(s)	From	To
7000	15 June 2017	14 June 2018
7050	15 June 2017	14 June 2018
7099	15 June 2017	14 June 2018
7100	15 June 2018	14 June 2019
7150	15 June 2018	14 June 2019
7199	15 June 2018	14 June 2019
7200	15 June 2019	14 June 2020
7250	15 June 2019	14 June 2020
7299	15 June 2019	14 June 2020
7300	15 June 2020	14 December 2020
7350	15 June 2020	14 December 2020
7399	15 June 2020	14 December 2020
9000	15 June 2017	14 June 2018
9100	15 June 2018	14 June 2019
9200	15 June 2019	14 June 2020
9300	15 June 2020	14 December 2020

### CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

**See Above**

(End of Text)

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

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

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(End of Clause)



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## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 ACCOUNTING DATA

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

### G.2 SPECIAL INVOICE INSTRUCTIONS

- (a) Each SLIN providing funding designates a specific Technical Instruction. Tracking and reporting shall be accomplished at the Technical Instruction level. Each identified Technical Instruction shall be invoiced by its associated CLIN and ACRN.
- (b) If multiple ACRNs are associated with a single Technical Instruction, the Contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

### G.3 PAYMENT INSTRUCTION

- (a) The following payment instruction clause applies:

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

- (a) The payment office shall make payment using the ACRN funding of the line item being billed.

### G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

(b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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**CLAUSES INCORPORATED BY FULL TEXT**

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Cost Voucher \_\_\_\_\_

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

\_\_\_\_\_ N00178 \_\_\_\_\_

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S5111A

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Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	Not Applicable

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

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

[Kelly.jewell@navy.mil](mailto:Kelly.jewell@navy.mil)

(g) WAWF point of contact.

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

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

(End of Clause)

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (APR 2015)**

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

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agreed to by the CO.

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

(End of Clause)

## **DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES**

### Procuring Contracting Officer (PCO):

(a) Name: **Reese Van Wyen**

Code: 0252

Address: Naval Surface Warfare Center, Dahlgren Division

17632 Dahlgren Road, Suite 157

Dahlgren, Virginia 22448-5100

Phone: 540-653-8871

E-mail: [Reese.VanWyen@Navy.mil](mailto:Reese.VanWyen@Navy.mil)

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the PCO or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

### Contract Specialist:

(a) Name: Kimberly Carter

Code: 0252

Address: Naval Surface Warfare Center, Dahlgren Division

17632 Dahlgren Road, Suite 157

Dahlgren, Virginia 22448-5100

Phone: (540) 653-1794

E-mail: [kim.carter@navy.mil](mailto:kim.carter@navy.mil)

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

### Administrative Contracting Officer (ACO)

(a) Name: Lauren Fontaine

Address: 2000 Enterprise Parkway, Suite 200

Hampton, VA 23666

Phone: (757) 315-4292

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E-mail: [lauren.fontaine@dcma.mil](mailto:lauren.fontaine@dcma.mil)

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

Contracting Officers Representative (COR):

(a) Name: Kelly Jewell

Code: B23

Address: CBR Protection & Integration Branch  
 Naval Surface Warfare Center Dahlgren Division  
 4045 Higley Road, Suite 347  
 Dahlgren, VA 22448-5162

Phone: (540) 653-8537

FAX: (540)284-0066

E-mail: [kelly.jewell@navy.mil](mailto:kelly.jewell@navy.mil)

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

Subject Matter Experts (SMEs):

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified at the Technical Instruction level.

(End of Clause)

**Ddl-G11 CONSENT TO SUBCONTRACT**

(a) For subcontracts and consulting agreements for services, where the prime Contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

(b) Consent has been given for the following subcontractors in the amounts listed below:

Subcontractor	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

(End of Clause)



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

(a) To perform the requirements of the Statement of Work (SOW), the Government requires personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be **required** for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the key personnel labor categories are considered key. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

(b) Specialized experience is concurrent with the general experience requirements listed for each labor category.

### H.2 KEY PERSONNEL QUALIFICATIONS

(a) In order to provide additional clarification to the statement of work, minimum qualifications are provided for key personnel. The Contractor shall provide key personnel who meet or exceed the required qualifications provided below:

#### (1) Program Manager

##### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business or technical discipline.

##### **Desired Education/ Professional Certifications**

- Level III certification in Program Management by the Defense Acquisition University (DAU) or equivalent courses to be considered certifiable.

##### **Required Experience**

- Five (5) years of relevant management experience supporting DoD Program Offices.
- Minimum of five (5) years of specialized experience as a program manager of a team of skilled professional, technical, and support personnel involved in Navy Base Defense support;
- Minimum of five (5) years' experience as primary point of contact for contractor's tasking, including formulating, guiding, and directing the technical approach, defining and negotiating with field activities and program office personnel for necessary resources, and establishing and controlling technical milestones, schedules, and costs for day-to-day execution;
- Minimum of three (3) year' combined experience directly related to management of U.S. Navy (or Joint) in all of the following areas: Research, Development, and Acquisition programs or projects, as well as experience managing programs awarded under the Seaport-e multiple award IDIQ contract.

##### **Desired experience**

- Experience on Joint Experimentations/Joint Capability Technology Demonstrations;
- 5 years or more of experience in Navy AT/FP Ashore or similarly sized (ACAT II or III) program;
- Solid technical background as demonstrated by certifiable experience interfacing effectively with customers and delivering quality products on time and within budget.

#### (2) Project Management Analyst

##### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in Engineering or related technical field;

##### **Desired Education/ Professional Certifications**

- Level III certification in Program Management by the Defense Acquisition University (DAU) or equivalent courses to be considered certifiable.

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### **Required Experience**

- Minimum of ten (10) years of relevant combined experience in all of the following areas of Research, Development, Evaluation and Acquisitions in support of ACAT III or greater programs.
- Minimum of ten (10) years of acquisition experience with at least five (5) years of experience at a Service type HQ staff;
- Minimum of five (5) years' experience in at least three areas of program life-cycle areas (e.g., logistics, T&E, contracting, etc.);
- Minimum of five (5) years' experience in DoD Planning Programming Budgeting and Execution (PPBE).

### **Desired experience**

- Demonstrated experience in planning, analyzing, and evaluating the effectiveness of programs that includes performing complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues;
- Demonstrated experience in providing management assistance in technical program management, budgeting, scheduling, trade-off analysis, lifecycle costing, risk management, supportability, test and evaluation, and requirements development; Demonstrated experience in resolving issues in the collection and coordination of information and data in order to prepare documentation;
- Experience conducting presentations and briefing to top level managers.

### **(3) Senior Engineering Manager**

#### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, or technical discipline.

#### **Desired Education/ Professional Certifications**

- Graduate level degree or certificate from an accredited college or university in an engineering, scientific, or technical discipline.

### **Required Experience**

- Minimum of ten (10) years of specialized experience as a manager of a team of skilled professional, technical, and support personnel;
- Minimum of five (5) years of combined experience in all of the following areas of Rapid Application Design, Product Development, Integration, Independent Verification and Validation (IV&V), Testing, Quality Management, as well as Configuration Management.

### **Desired experience**

- Demonstrated experience in the design/implementation of new systems, enhancement of existing systems, and creation of requirements that will allow development team implementation;
- Demonstrated experience in managing the solution of engineering problems demonstrated by resume work experience;
- Demonstrated experience interfacing effectively with customers;
- Demonstrated experience with delivering quality products on time and within budget required.

### **(4) Emergency Manager**

#### **Required Education/ Professional Certifications**

- Bachelor Degree in Emergency Management or ten (10) years' experience in the training, skills and experience necessary to work with and support emergency management needs, functional and system level requirements analysis, distribution, establishing acceptance criteria for systems to support emergency management processes.

#### **Required experience:**

- Minimum of six (6) years total emergency management experience with demonstrated professional and specialized expertise in the following areas:
  - o Minimum of 5 years of the 6 years must be relative experience in USN Emergency Management Program, Policy and Implementation.
  - o Analysis and mitigation strategies related to vulnerability assessment, emergency operations, and related emergency management technologies



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- o First Responder Operations, Emergency Operations Center, and Regional Operations Center

### **(5) Senior Systems Engineer - Automated Vehicle Gates (AVG)**

#### **Required Education/ Professional Certifications**

- Bachelor's degree from an accredited college or university in an engineering, scientific, business or technical discipline.

#### **Desired Education/ Professional Certifications**

- Level III certification in Systems Engineering by the Defense Acquisition University (DAU) or equivalent program.

#### **Required experience:**

- Minimum of ten (10) years of experience in systems engineering with at least five (5) years of asymmetric capabilities design and integration work in systems concept development through initial evaluation;
- Minimum of five (5) years' experience in the strategic plans, systems specifications, design requirements, and system engineering planning documents;
- Minimum of five (5) years' experience in the interacting with system users to translate their requirements into systems, hardware, and software requirements and design;
- Minimum of five (5) years' experience in the development of test strategies and ability to solve engineering problems in the functional area to which assigned;
- Minimum of five (5) years' experience in USN AT/FP Access Control systems.

#### **Desired Experience**

- Demonstrated experience with interface control documents, configuration management, change control, information systems programs, engineering change proposals, technical writing and web-enabled project management applications;
- Working knowledge of technical systems related to Navy Access Control systems, specifically: Lenel alarms, badging and credentialing, Programmable Logic Control, and definitive authorizing databases used in credential recognition and access permissions;
- Demonstrated experience with Automated Vehicle Gates and related systems.

### **(6) Operational Analyst**

#### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university or ten (10) years of relevant experience

#### **Required Experience**

- Minimum of ten (10) years of experience with Joint, Combatant Command (COCOM) and/or Systems Command (SYSCOM) headquarters operations;
- Minimum of five (5) years of experience in advanced concepts capability development, testing, and experimentation;
- Minimum of five (5) years of experience in a Navy Base Defense-related mission area to include development of training, SOPs, and other related documentation.

#### **Desired experience**

- Demonstrated experience as a technical expert in areas relevant to the project. Must be capable of demonstrating experience in conducting analysis and developing solutions;
- Demonstrated experience producing and reviewing technical documentation reflecting detailed knowledge of specific technical area. Recommends measures to improve methods, performance, and quality of product or service, and suggests changes to increase efficiency;
- Demonstrated experience in managing contract teams in the performance of strategic analysis and planning;
- Demonstrated ability to communicate complex issues to senior military and civilian officials.

### **H.3 NON-KEY PERSONNEL**

- (a) The Contractor shall provide non-key personnel who meet or exceed the required qualifications provided below:

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### **(1) Senior Cyber Engineer -**

#### **Required Education/Professional Certifications/Qualification**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, or related discipline;
- Per DoD Directive 8570.01-M or its successor, this position requires IAT Level 2 or higher certification;
- Per DoD Directive 8570.01-M or its successor, this position is requires IT Level-I designation.

#### **Required Experience**

- Minimum of five (5) years of specialized experience in security data acquisition and analysis with demonstrated experience in designing, implementing and maintaining complex enterprise security solutions and the protection / monitoring of those solutions;
- Minimum of five (5) years of specialized experience incident investigations, implementing new security innovations that align with services to optimize system resources and ensure information/data integrity;
- Minimum of five (5) years of specialized experience in one or more of the following areas: technical cyber defense issues; analysis of advanced cyber threats; network defense environments and Intelligence Community capabilities; vulnerability analysis and assessments for cyber missions; and Computer Network Defense (CND) Infrastructure Support;
- Minimum of five (5) years of combined specialized experience in all of the following areas Penetration Testing, Computer Forensics, Information Assurance Compliance, and Systems Requirements Planning.

#### **Desired Experience**

- Experience with Systems Development, Software Engineering, Test and Evaluation, Enterprise Architecture, Network Services, and Systems Security Analysis.

### **(2) Systems Engineer**

#### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business or technical discipline or five (5) years of relevant experience.

#### **Required Experience**

- At least two (2) years of experience in analyzing requirements and design specifications for functional activities with one (1) year of specific Force Protection technology system experience;
- Two (2) years' combined experience in all of the following areas providing identification/solutions for problems within existing systems, design/implementation of new systems, enhancements to existing systems, and participate in analysis, design, and new construction of next generation systems;
- Two (2) years' experience managing customer requirements and interactions for scientific or technical projects.
- Two (2) years' experience developing integrated solutions using commercially available products.

#### **Desired**

- Experience in writing technical publications and reports.

### **(3) Software Engineer**

#### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business or technical discipline or five (5) years of relevant experience.

#### **Required Experience**

- Two (2) years of combined experience in all of the following areas of creating and/or maintaining operating systems, communications software, database packages, middleware packages, network time protocol packages, compilers, assemblers, and utility programs;
- Two (2) years' combined experience in all of the following areas of working from specifications to develop or modify software applications; assisting with designing, coding, benchmark testing, debugging, and documentation of programs.

#### **Desired experience**

- Experience modifying existing software and creating special-purpose software to ensure efficiency and integrity

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between systems and applications.

#### **(4) Enterprise Analyst**

##### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business or technical discipline or five (5) years of relevant experience.

##### **Required Experience**

- Minimum of two (2) years of experience with Enterprise Architecture development and demonstrated experience to provide architecture support to applicable Capabilities Based Assessments (CBAs) and other JCIDS processes.

##### **Desired Experience**

- Demonstrated knowledge and experience in Operational Architectures and the combat requirements associated with the DoD Architectural Framework (DoDAF) version 2.0;
- Demonstrated experience to effectively communicate operational issues to military and civilian leadership.

#### **(5) Cost Analyst/Cost Estimator**

##### **Required Education Professional Certifications**

- A Bachelor's degree from an accredited college or university in a financial-related discipline or five (5) years of relevant experience.

##### **Desired Education/ Professional Certifications**

- Level I Certification in Business Cost Estimating by the Defense Acquisition University (DAU) or equivalent program..

##### **Required Experience**

- Minimum of two (2) years of costing experience that includes expertise in business operations and processes to include directing financial management and administrative activities, such as budgeting, manpower and resource planning, and financial reporting;
- Minimum of two (2) years of combined experience in all of the following area of providing evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues;
- Minimum of two (2) years of costing experience developing work breakdown structures, preparing charts, tables, graphs and diagrams to assist in analyzing problems;
- Minimum of two (2) years of experience in cost estimating/analysis in support of acquisition programs with a demonstrated understanding in one or more of the following areas: Cost estimating/analysis methodologies and practices; Life Cycle Cost Estimates; Cost model development; Program Office Estimate (POE) documentation; acquisition management; PPBE process and POM development/submission or related budgeting processes.

#### **(6) Systems Analyst**

##### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline or five (5) years of relevant experience.

##### **Required Experience**

- Minimum of two (2) years of experience that includes one (1) year experience in the analysis of definition and direction of technology development, production, test and integration of systems and operating systems; acquisition planning, source selection, contract definition and management; budget planning and financial program execution;
- Minimum of two (2) years of demonstrated experience interfacing effectively with the Navy to develop and support technical positions and to justify technical recommendations.

##### **Desired Experience**

- Minimum of two (2) years of experience in communicating effectively and presenting oral presentations and written reports to the Government.

#### **(7) Financial Analyst**

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**Required Education/ Professional Certifications**

- None

**Required Experience;**

- Minimum of two (2) years of experience in financial/accounting fields;
- Minimum of two (2) years' experience with monitoring budgets, conducting business audits, tracking expenses and expenditures, and forecasting fiscal milestones.
- Minimum of two (2) years' of experience with tracking expenses and expenditures and forecast fiscal milestones.

**Desired experience;**

- Experience with routine financial documents and reports.

**(8) Configuration Management Analyst**

**Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline or five (5) years of relevant experience.

**Required Experience**

- Two (2) years of experience including one (1) year of experience in configuration item identification, source code control, baseline definition, and change request management;
- Two (2) years' combined experience in all of the following area of Local Configuration Control Board (LCCB) process, status accounting, software baseline audits, product release, conducting meetings, visual source safe installations and use, Action Items and CM Library use, and software installations and builds.

**Desired Experience**

- Experience with writing technical publications and reports.

**(9) Data Analyst**

**Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline or five (5) years of relevant experience.

**Required Experience**

- Minimum of two (2) years of combined experience in all of the following areas, which should include one (1) year of experience with database implementation, data entry, database queries, data element requirements development support and collection;
- Minimum of two (2) years' combined experience in all of the following areas of providing meeting schedules and agenda planning, meeting reports, and team task development and resource planning.

**Desired Experience**

- Experience in process maintenance for data refreshment, and participation in overall maintenance of the database by updating table definitions, saved queries, and reports as required.

**(10) Senior Hardware Technician**

**Desired Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline.

**Required Experience**

- Minimum of ten (10) years of experience in the design, implementation, and check out of computer components, peripheral equipment, and/or networking hardware;
- Minimum of five (5) years' experience and knowledge of computer processors, displays, input/output devices, and

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hardware interfaces;

- Minimum of five (5) years' experience with systems analysis, technical documentation, systems/software design, maintenance, repair, operation, and support.

**Desired Experience**

- Experience with commercial open system standards.

**(11) Hardware Technician**

**Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline or five (5) years of relevant experience.

**Required Experience**

- Minimum of three (3) years of experience in the design, implementation, and check out of computer components and/or networking hardware;
- Knowledge of computer processors, displays, input/output devices, and hardware interfaces.

**Desired Experience**

- Experience with commercial open system standards.

**(12) Junior Hardware Technician**

**Required Education/ Professional Certifications**

- None

**Required Experience**

- Minimum of two (2) years of experience in the check out and replacement of computer components and/or networking hardware;
- Demonstrated knowledge of computer processors, displays, input/output devices, and hardware interfaces.

**(13) Technical Writer/Editor**

**Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline or five (5) years of relevant experience.

**Required Experience**

- Minimum of two (2) years of experience in gathering, analyzing, and composing technical information into clear, readable documents to be used by technical and non-technical personnel;
- Minimum of two (2) years of experience in composing technical documents including, user's manuals, training materials, installation guides, and reports in accordance with technical documentation guidelines and standards;
- Minimum of two (2) years of experience in editing functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents ensuring grammatical correctness.

**Desired Experience**

- Experience conducting research and ensuring use of proper technical terminology;
- Experience with editing functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents ensuring grammatical correctness.

**(14) Drafter**

**Required Education/ Professional Certifications**

- None

**Required Experience**

- Five (5) years of experience preparing routine drafting projects, such as the preparation of various drawings of

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structures and equipment systems derived from layouts and sketches.

#### **Desired Experience**

- Experience following established technical specifications to prepare drawings and performs design drafting;
- Experience consulting with engineers regarding model accuracy, design, and drafting standards;
- Experience with transforming initial rough product designs using computer aided design (CAD) into working documents;
- Experience reviewing engineering drawing and designs to ensure adherence to established specifications and standards.

#### **(15) Network Engineer**

##### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, or technical discipline or five (5) years of relevant experience.
- Per DoD Directive 8570.01-M or successor, this position requires IAT Level 2 or higher;
- Per DoD Directive 8570.01-M or its successor, this position is requires IT Level-I designation.

##### **Required Experience**

- Minimum of two (2) years of combined experience in all of the following areas: Design, development, and testing of computer hardware and engineering techniques; Performance optimization utilizing emerging technology such as cloud computing; and Installation of computer systems and servers and hardware and software integration.

#### **(16) Training Specialist**

##### **Required Education/ Professional Certifications**

- A BA degree from an accredited college or university or five (5) years of relevant experience.

##### **Required Experience**

- Minimum of two (2) years of experience in conducting research to develop and revise training courses to prepare and update appropriate training materials;
- Minimum of two (2) years of experience in training personnel through formal classroom courses, workshops, seminars, and/or computer based training materials and courses.

#### **(17) Cyber Engineer**

##### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, or related discipline or five (5) years of relevant experience;
- Per DoD Directive 8570.01-M or successor, this position requires IAT Level 2 or higher;
- Per DoD Directive 8570.01-M or its successor, this position is requires IT Level-II designation.

##### **Required Experience**

- Minimum of two (2) years of specialized combined experience in all of the following areas of security data acquisition and analysis with demonstrated experience in designing, implementing and maintaining complex enterprise security solutions and the protection / monitoring of those solutions.

##### **Desired Experience**

- Demonstrated experience in one or more of the following areas: technical cyber defense issues; analysis of advanced cyber threats; network defense environments and Intelligence Community capabilities; vulnerability analysis and assessments for cyber missions; and Computer Network Defense (CND) Infrastructure Support.

#### **(18) Logistician**

##### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university or five (5) years of relevant experience.

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### **Required Experience**

- Minimum of two (2) years of experience in planning, developing and executing logistic program activities from conceptual stage through life cycle of product;
- Demonstrated combined experience in all of the following areas of developing and implementing logistics program activities including: ILS; technical documentation; RAM; provisioning, etc.; coordinating efforts of subcontractors and field service personnel; resolving logistics problems; and compiling data on standardization and interchangeability of parts to expedite logistic activities.

### **Desired Experience**

- Combined experience in all of the following areas of various equipment storage, operational checks, routine maintenance of equipment and materials, materials packaging, preparation and receipt from shipment and materials inspections, and other warehouse operations;
- Experience with general inventory processes and databases.

### **(19) Engineer – Emergency Management (EM)**

#### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university in an engineering, scientific, or technical discipline.

#### **Required Experience**

- Four (4) years of technical experience in research, development, and/or acquisition activities related to one or more of the following:
  - o Chemical, Biological, Radiological, and Nuclear programs;
  - o Emergency Management programs;
  - o Antiterrorism / Force Protection programs;
  - o Emergency Operations Centers;
  - o Information Technology or Information / Communication Systems.

### **(20) Senior Technician**

#### **Required Education/ Professional Certifications**

- A Bachelor's degree from an accredited college or university or five (5) years of relevant experience.

#### **Required Experience**

- Six (6) years of combined experience in all of the following areas of systems maintenance, test and evaluation, field support and training;
- Minimum of three (3) years of applicable professional experience with the operations and repair of Navy CBRD equipment with emphasis on detection, decontamination and collective protection;
- Experience with the Navy Maintenance, Material, and Management 3M NAVSEAINST 4790.8C system that includes the following maintenance, test instrumentation requirements analysis, procurement, configuration and operation including computer-based data acquisition systems.

## **H.4 RESUME FORMAT AND CONTENT REQUIREMENTS**

(a) In order to facilitate evaluation, all resumes shall be provided in the following format:

### **(1) HEADER**

- Complete Name
- Current Employer
- Task Order Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort upon award of this Task Order\*
- Current security clearance level per JPAS (Identify if interim or final)

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- Current work location
- Planned work location upon award of this Task Order

## (2) EDUCATION/PROFESSIONAL DEVELOPMENT

(i) Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the Offeror's qualifications to perform under the Task Order.

(ii) For education and training (if the position requires), the following format is required:

- Academic: Degrees(s); Date(s); Institution; Major/Minor
- Non-Academic: Course title, date(s), approximate length
- Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal)

## (3) CHRONOLOGICAL WORK HISTORY/EXPERIENCE\*

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

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

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

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

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

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

(f) All gaps in between positions shall be noted.

(g) Certification or correctness of information signed and dated by both the person named and the Offeror.

*The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation Number N00024-16-R-3289 (to be replaced by NSWCDD Task Order N00178-XX-X-XXXX by Company Name at award) and intend to make myself available to work under any resultant contract to the extend proposed.*

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*Employee Signature and Date Offeror Signature and Date*



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(h) Resumes without this certification will be unacceptable and will not be considered.

(i) If the employee is not a current employee of the Offeror (or a proposed Subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

## H.5 FUNDING PROFILE

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

	Total CPF	Funding this Action	Previous Funding	Total Funded	Balance Unfunded	Funded Labor Hrs
<b>Base Period</b>						
7000	\$ ██████████	██████████	██████████	██████████	██████████	██████████
9000	\$ ██████████	██████████	██████████	██████████	-	
<b>Total Base Period</b>	\$ ██████████	██████████	██████████	██████████	██████████	██████████
<b>Option Period 1</b>						
7100	\$ ██████████					
9100	\$ ██████████					
<b>Total OY1</b>	\$ ██████████	\$ -	\$ -	\$ -	\$ -	0
<b>Option Period 2</b>						
7200	\$ ██████████					
9200	\$ ██████████					
<b>Total OY2</b>	\$ ██████████	\$ -	\$ -	\$ -	\$ -	0
<b>Option Period 3</b>						
7300	\$ ██████████					
9300	\$ ██████████					
<b>Total 52.217-8</b>	\$ ██████████	\$ -	\$ -	\$ -	\$ -	0
<b>Total Order</b>	\$ ██████████	\$ ██████████	██████████	██████████	██████████	██████████

## H.6 LABOR TRIPWIRE JUSTIFICATION

(a) The Contractor shall advise the COR and the PCO, by e-mail, if the pending addition of any individual (Key or non-Key) will be at a fully loaded (through fee) labor rate that exceeds the labor tripwire amount in a contract labor category with no previous tripwire approval. If the contract labor category has not been approved, the Contractor shall not invoice the Government at a rate higher than outlined in paragraph (c) below per hour until it is advised by the PCO that the request has been approved.

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

(c) Currently, the labor tripwire is \$156 per hour, regardless of the number of labor hours the proposed individual will work. The Contractor will be advised of any changes to this tripwire level that occurs during performance.

(d) The Contractor shall advise the COR and the PCO, by e-mail, if the difference between the current average actual fully loaded (through target fee) labor rate for any contract labor category (Key or non-Key) which is greater than 10% from the average bidding fully loaded (through target fee) labor rate for the month invoiced.

## H.7 SAVINGS INITIATIVES

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

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- (a) Annual Labor Escalation: [REDACTED]
- (b) Maximum Pass-Thru Rate: [REDACTED] M&S on Subcontractor Costs and [REDACTED] Fee on Subcontractor Labor
- (c) Other: Fixed Fee Rate: [REDACTED]
- (d) The Government also strongly encourages the prime Contractor to eliminate “double pass-thru” costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of:

- (1) The prime Contractor’s pass-thru rate under this order, or
- (2) The Subcontractor’s SeaPort-e pass-thru rate where the subcontractor is also a prime Contractor under SeaPort-e.

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this Task Order. The total level of effort for the performance of this Task Order shall be the man-hours of direct labor identified in the table below, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

CLIN	Total Man Hours	Compensated Man Hours	Uncompensated Man Hours
7000	[REDACTED]	[REDACTED]	[REDACTED]
7100	[REDACTED]	[REDACTED]	[REDACTED]
7200	[REDACTED]	[REDACTED]	[REDACTED]
7300	[REDACTED]	[REDACTED]	[REDACTED]

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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Sections B and C.

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

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

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

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

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

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

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

(End of Clause)

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

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

CLIN	Period of Performance	Allotted to Cost	Allotted to Fee	Estimated CPFF
Base Period				
7001	6/15/2017 - 6/14/2018	\$ [REDACTED]	[REDACTED]	[REDACTED]
9001	6/15/2017 - 6/14/2018	\$ [REDACTED]	[REDACTED]	[REDACTED]
Total Base Period		\$ [REDACTED]	[REDACTED]	[REDACTED]
Option Period 1				
7100				
9100				
Total OY1		\$ -	\$ -	\$ -
Option Period 2				
7200				
9200				
Total OY2		\$ -	\$ -	\$ -
52.217-8				
7300				
9300				
Total 52.217-8		\$ -	\$ -	\$ -
Total Order		\$ [REDACTED]	[REDACTED]	[REDACTED]

(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 [REDACTED] 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).

(End of Clause)

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

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

(End of Clause)

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#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual statement of work which is not affected by the disputed technical instruction.

(End of Clause)

#### **5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)**

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

(End of Clause)

#### **Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the Contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the Task Order. The COR will provide the current Navy labor rate tripwire information upon request.

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(End of Clause)

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.222-41	Service Contract Act of 1965	MAY 2014
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance-Liability to Third Persons	MAR 1996
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984

### All clauses in the Offerors MAC contract apply to this Task Order, except for the following:

52.227-3  
52.227-13  
252.246-7001 Alternates I & II

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

### CLAUSES INCORPORATED BY FULL TEXT

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

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

ITEM(S)	LATEST OPTION EXERCISE DATE
7100, 9150, 7199, 9100	No later than 15 days prior to the end of the current term.
7200, 7250, 7299, 9200	No later than 15 days prior to the end of the current term.

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

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

(End of Clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of Clause)

#### **52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)**

(a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor Contractor's first date of performance on the contract.



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(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c) (1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the Contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor Contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor Contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d) (1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the Contracting Officer shall provide the certified service employee list to the successor Contractor, and, if requested, to employees of the predecessor Contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor Contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e) (1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees

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working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the Contracting Officer shall provide the certified service employee list to the successor Contractor, and if requested, to employees of the predecessor Contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email [displaced@dol.gov](mailto:displaced@dol.gov).

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative

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Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(1) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

(End of Clause)

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

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

*This Statement is for Information Only: It is not a Wage Determination.*

Employee Class	Monetary Wage -- Fringe Benefits
01013	\$21.17
30084	\$25.20
30463	\$35.25
30064	\$27.45
15095	\$29.87
01410	\$25.20
30086	\$35.25

(End of Clause)

**52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to -

(1) furnish phase-in training and

(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

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- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

**252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

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

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

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

“Controlled technical information” means technical information with military or space application that is subject to

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

“Covered defense information” means unclassified information that—

(1) Is—

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

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

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

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and

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nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

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

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

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

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

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

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

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

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

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

(1) Implement information systems security protections on all covered Contractor information systems including, at a minimum—

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

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

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

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

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by

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the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

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

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

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

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

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

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

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

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



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attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

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

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services Contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered Contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

**252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)**

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

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen n and third-

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country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

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

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the

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interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be

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

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

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

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

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of

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Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

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

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

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

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

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

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

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

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

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

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

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

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

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

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

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

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

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

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

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor

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personnel as specified in the contract.

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

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

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

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

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific

designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html).

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

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

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

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

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(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

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

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

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

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

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

## **252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)**

(a) *Definition.* "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying



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areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall<sup>3/4</sup>

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is<sup>3/4</sup>

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

(1) Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(2) Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205

(End of clause)

**252.225-7981 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS  
(OTHER THAN USCENTCOM)(DEVIATION 2015-O0016) (SEP 2015)**

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

**252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN  
USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION 2014-O0016)**

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(a) *Definitions.*

“The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR),” as used in this clause, includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat Nicaragua, Panama, Paraguay, Peru, Saint Barthelemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

(b) *General.*

(1) Contract performance in support of U.S. Armed Forces outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(2) Unless immune from host-nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel can subject such personnel to United States or host-nation prosecution and civil liability.

(c) *Support.*

(1) U.S. citizen and third country national (TCN) contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the contracting officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USSOUTHCOM AOR under this contract.

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(d) *Pre-travel requirements.*

The Contractor shall ensure that the following requirements are met prior to sending or using Contractor personnel in the USSOUTHCOM AOR. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(2) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties. All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation, SC Regulation 40-501, as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen contractor personnel and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, “International Certificate of Vaccination.” In addition, U.S. citizen contractor personnel and TCN contractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical evacuation plan and service through an insurance plan provided by their employer or paid for individually.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples

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for the Identification of Remains (AFRSSIR) at <http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview> or phone: (302) 346-8800. In addition, U.S. citizen contractor personnel shall comply with the requirements of DoDI 3020.41, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen contractor personnel and TCN Contractor personnel traveling to the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at <https://www.fcg.pentagon.mil/fcg.cfm> and must have all necessary passports, visas, and other documents required to enter, exit or work in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s). Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.

(5) Special area, country, and theater clearance is obtained for U.S. citizen contractor personnel and TCN Contractor personnel traveling in the USOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program (FCP). For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) All U.S. citizen contractor personnel and TCN Contractor personnel must receive personal security training. At a minimum, the training shall—

(i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;

(ii) Identify safety and security contingency planning activities; and

(iii) Identify ways to utilize safety and security personnel and other resources appropriately.

(7) All U.S. citizen DOD sponsored contractors must comply with current force protection, personnel recovery and theater entry requirements as posted in DODI 3020.41 Operational Contract Support, DODI 3002.03 DOD Personnel Recovery – Reintegration of Recovered Personnel, the DOD Foreign Clearance Guide at <https://www.fcg.pentagon.mil/> and current USSOUTHCOM guidance prior to travel to any country in the USSOUTHCOM AOR. All U.S. citizen Contractor personnel must complete the following:

(i) Anti-Terrorism (AT) Level 1 Training course available at <https://Jkodirect.jten.mil> (Login and Search for the course on the Course Catalog tab via the number or key word, enroll, and Launch). AT training must be completed within 12 months (1 year) prior to entry into the USSOUTHCOM AOR.

(ii) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DOD sponsored contractors entering the theater on official business will have a DD Form 1833 Isolated Personnel Report (ISOPREP) on file in Personnel Recovery Mission Software (PRMS). The ISOPREP will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.

(iii) IAW USSOUTHCOM theater entry requirements, all DOD sponsored contractors must complete the computer based SERE 100.1 Code of Conduct training course prior to theater entry. Training is available online <http://jko.jten.mil> (Log into your account, go to the Course Catalog and search for SERE 100.1, enroll, and Launch) or through disk based software. Training is good for 3 years.

(iv) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, all DOD sponsored contractors traveling to designated high risk areas should receive a High Risk of Isolation (HRI) Briefing. The HRI Briefing is required for all DOD personnel conducting operations in, over, or around uncertain or hostile areas increasing their risk of becoming missing, isolated, detained, or captured.

(v) For more information or specific questions regarding completion of these requirements please contact the designated contracting officer's representative (COR). The COR will contact the appropriate DOD agency or service component for additional guidance.

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(e) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system at <https://spot.dmdc.mil>, to enter and maintain the data for the following Contractor personnel:

(i) All U.S. citizen contractor personnel and TCN contractor personnel who travel to the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.

(ii) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.

(iii) Private security contractors and contingency contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or the length of the period of performance of their contract.

(iv) Contractor personnel with a place of performance within the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may—within the terms of their contracts—deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

(2) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to travel to the USSOUTHCOM AOR and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the period of travel for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, killed, wounded), shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(End of clause)

**252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION [2015-O0013]) (SEPT 2015)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

**252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)(JAN 2015)**

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

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

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“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

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

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations

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where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

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

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

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

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its

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employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

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

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

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

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

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

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

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

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

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

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

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

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

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- (A) Hold their own identity or immigration documents, such as passport or driver's license ;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

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



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(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

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

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

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

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.<sup>[1]</sup>

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

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

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

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at —

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(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

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

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

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

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

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

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

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

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(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

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

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

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

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

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

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

(End of Clause)

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## SECTION J LIST OF ATTACHMENTS

Attachments issued with the solicitation have been deleted.

### Exhibits

#	Document	Date	# of Pages
A	Contract Data Requirements List (CDRL), DD Form 1423-1, Data Items A001 through A017	5/25/17	17
B	Technical Instruction #01 B20 Chemical, Biological, and Radiological (CBR) Defense Division Military Base Systems Support - Rev 1	8/23/17	6

### Attachments

#	Document	Date	# of Pages
1	DD Form 254, Contract Security Classification Specification	06/16/16	17
2	COR Appointment Letter, Serial Number 025/133	05/30/17	7
3	WD 15-4287 Rev-5	05/16/17	11
4	NAVSEA Form Schedule C	07/27/17	1
5	eCraft Labor Matric Crosswalk MBEMS	09/08/2017	6