

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 01-Dec-2016	4. REQUISITION/PURCHASE REQ. NO. 1300611563	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CORONA DIVISION Corona Division 2300 Fifth Street Norco CA 92878-5000	CODE N64267	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375	CODE S2101A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Spectrum Technology Group, Inc. 12 S. Summit Avenue, Ste 210 Gaithersburg MD 20877		9A. AMENDMENT OF SOLICITATION NO.
[X]		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7932-J101
		10B. DATED (SEE ITEM 13) 19-Jan-2016
CAGE CODE 1KAE4	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:
[X]	D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22

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) [REDACTED], Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 01-Dec-2016

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 incremental funding in the amount of \$ [REDACTED] to CLIN 7000 SLIN AJ/ACRN AK and \$ [REDACTED] to CLIN 9000 SLIN AL/ACRN AK. Accordingly, said Task Order is hereby increased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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 (\$)
7000AJ	OPN	0.00	[REDACTED]	[REDACTED]
9000AL	OPN	0.00	[REDACTED]	[REDACTED]

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

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

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

CLIN/SLIN	From	To
7000AJ		1/19/2016 - 1/18/2017
9000AL		1/19/2016 - 1/18/2017

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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					\$ [REDACTED]
7000AA	R425	BASE YEAR - CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	
7000AB	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7000AC	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	
7000AD	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7000AE	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	
7000AF	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7000AG	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7000AH	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7000AJ	R425	CPFF Acoustic Sensors Engineering Support Services (OPN)	1.0	LH	[REDACTED]	[REDACTED]	[REDACTED]

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Not Separately Priced CLIN for CDRL's identified in section J.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		OPTION YEAR 1					\$ [REDACTED]
7100AA	R425	OPTION YEAR 1 - CPFF Acoustic Sensors Engineering Support Services (OPN)	21780.0	LH	[REDACTED]	[REDACTED]	
		Option					

For Cost Type / NSP Items

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Not Separately Priced CLIN for CDRL's identified in section J.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		OPTION YEAR 2				\$ [REDACTED]	
7200AA	R425	OPTION YEAR 2 - CPFF Acoustic Sensors Engineering Support Services (OPN)  Option	21780.0	LH	[REDACTED]	[REDACTED]	

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Not Separately Priced for CLIN for CDRL's identified in section J.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		BASE YEAR			\$ [REDACTED]
9000AA	R425	BASE YEAR - ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AB	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AC	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AD	R425	a. Item 1. CLIN 9000 (ODC), TI #:N/A FY16, OPN, N0002416WX08169, FED 09/30/2018, WCD 09/30/2016 FUNDING AMT: Labor: ODC: \$ [REDACTED] (OPN)	1.0	LO	\$ [REDACTED]
9000AE	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AF	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AG	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AH	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AJ	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AK	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9000AL	R425	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$ [REDACTED]
9100		OPTION YEAR 1			\$ [REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100AA	R425	OPTION YEAR 1 - ODC in support of CLIN 7100 (OPN) Option	1.0	LO	\$ [REDACTED]
9200		OPTION YEAR 2			\$ [REDACTED]
9200AA	R425	OPTION YEAR 2 - ODC in support of CLIN 7200 (OPN) Option	1.0	LO	\$ [REDACTED]

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

This entire contract is cost type.

**(End of 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 Text)**

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

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR

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52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**(End of Text)**

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

**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.

**(End of Text)**

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

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

**(End of Text)**

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY  
1993)**

(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.

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(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 equal to five percent (5%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

**(End of Text)**

#### **HQ B-2-0016 PROVISIONING TECHNICAL DOCUMENTATION – WITH- HOLDING OF PAYMENT (NAVSEA) (SEP 1990)**

(a) For the purpose of paragraph (c) of the "PROGRESS PAYMENTS" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF

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PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

**(End of Text)**



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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK FOR ACOUSTIC SENSORS ENGINEERING SUPPORT PROGRAM EXECUTIVE OFFICER FOR SUBMARINES PMS-4013**

#### **1.0 INTRODUCTION**

The mission of the Navy's Submarine Acoustic Sensors and arrays is to provide translatable information to the inboard sonar system. This information provides for protection of the submarine and ensures the safety of its crew. Sensors also provide for immediate response as a threat is identified.

#### **2.0 BACKGROUND**

Submarine Sensor and Array Support is highly specialized due to the fact that all sensors and arrays penetrate the pressure hull of the submarine. Pressure Hull penetration constitutes a major ship safety issue, triggers SubSafe requirements and oversight, and therefore requires specialized technical knowledge and diligence in exercising said knowledge.

In the past, active duty military personnel have provided Sensor and Array Support; however, rotational requirements make their presence limited and sometimes truncated. Using government employees and contractors enhances stability by assuring that the same level of technical capability will perform maintenance and technical support throughout a submarine's life cycle.

This requirement governs outboard sensors, peripherals, arrays and their associated equipment. Although sensors and arrays interface with inboard processing systems, this requirement does not require the Sensor and Array Support personnel to access the inboard processing system.

Current and future requirements will have to rely on civilians and contractors to provide the required engineering and technical support.

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### 3.0 SCOPE OF WORK

The scope is for the Contractor to provide engineering services and associated program management to PMS-4013 – Submarine Acoustic Systems. The Contractor shall support the following programs: All Submarine Hull Sensors including the Low Cost Conformal Array (LCCA), Light Weight Wide Aperture Array (LW-WAA), Wide Aperture Array (WAA), Spherical Array (SA), Large Aperture Bow (LAB) Array, High Frequency Sail Array (HFSA), High Frequency Chin Array (HFCA) and other submarine sensors and the related equipment.

### 4.0 APPLICABLE DIRECTIVES

Document Type	No./Version	Title	Date
ASME Standard	ASME Y14.100-2003	Engineering Drawing and Related Documentation Practices. <a href="http://www.asme.org">http://www.asme.org</a> .	30 Jul 2013
Military Standard	MIL-STD-129P	Military Marking for Shipment and Storage. <a href="http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/milstds.asp">http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/milstds.asp</a> .	19 Sep 2007
SECNAV	M-5510.30	Department of the Navy Personnel Security Program, <a href="http://doni.daps.dla.mil/secnavmanuals.aspx">http://doni.daps.dla.mil/secnavmanuals.aspx</a>	June 2006
SECNAV	M-5510.36	Department of the Navy Information Security Program <a href="https://acc.dau.mil/CommunityBrowser.aspx?id=377835">https://acc.dau.mil/CommunityBrowser.aspx?id=377835</a>	June 2006

### 5.0 PERFORMANCE REQUIREMENTS

#### 5.1 HULL SENSORS SYSTEMS SUPPORT

The Contractor shall provide engineering services to support the Submarine Hull Sensor Systems Program. The Contractor shall furnish full life cycle support and analysis for hull sensor system program components, including submarine transducers, hydrophones, sensor systems, arrays, and sonar processing systems. The Contractor shall provide the following support: monitoring and tracking status, risk identification and mitigation. The contractor shall assist with inventory tracking and management of fleet assets.

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The Contractor shall provide engineering services to support shipyard evolutions. Tasking shall include but is not limited to analysis, maintenance and recovery of submarine transducers, hydrophones, sensors, and associated components in support of refurbishment and reinstallation. When tasking requires the Contractor to work on U.S. Navy Shipyards, Contractor personnel shall comply with all necessary training and site access requirements.

The Contractor shall perform research and development initiatives focused on cost saving evolutions for existing fleet systems as requirements are identified. The Contractor shall vet supplemental materials and components that can be used to reduce costs of existing fleet systems, while conforming to all performance and hardware specifications. If required, the Contractor shall be able to substantiate findings by providing Computer Automated Design drawings detailing any design or redesign efforts.

The Contractor shall assist in support of Foreign Military Sales (FMS). The level of support required shall be focused around analysis of requirements, conformance to design and/or performance specifications, as well as installation and training support. As required, the Contractor shall propose recommendations for redesign and modification of existing systems to meet the requirements for sale. As required, the Contractor shall also be required to assist in reviewing and updating program documentation.

The Contractor shall assist the Government with the review and update of existing fleet maintenance and testing requirements documentation. The Contractor shall also assist the Government with the review and update of any Temporary Alteration (TEMPALT) and Ship Alteration (SHIPALT) requirements and procedures. The Contractor shall also support the drafting and development of any new requirements documentation as required.

## 5.2 LOW COST CONFORMAL ARRAY (LCCA) INSTALLATION SUPPORT

The Contractor shall conduct trade studies to support the platform integration efforts on the different classes of platforms. The Contractor shall provide engineering services for the LCCA integration effort, including mock up support, staging the work, and completing a demo. The Contractor shall provide engineering support for the qualification of a new LWLCCA telemetry, supporting wiring tables and overall schematic of the system. The Contractor shall provide engineering support for the hull troubleshooting and testing during the LCCA installations. The Contractor shall provide engineering support for the maintenance and testing of the LCCA test sets to keep them operational for both the receipt inspection testing and hull troubleshooting.

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### **5.3 PROGRAM MANAGEMENT**

The contractor shall maintain a management structure and management reporting system that ensures proper and timely performance, delivery, and completion of all contract requirements and individual task requirements. The contractor shall provide personnel and technical data to support program review meetings, scheduled by the Government for any work related to this contract, and maintain records of the proceedings as specified in the Technical Instructions.

### **6.0 DELIVERABLES**

A001 Contractors Progress, Status, and Management report (to include the Burn Rate Analysis and Incurred Cost Reports): In accordance with DD Form 1423.

A002 Technical Report - Study/Services: In accordance with DD Form 1423.

### **7.0 GENERAL REQUIREMENTS**

#### **7.1 GOVERNMENT FURNISHED PROPERTY/INFORMATION**

All Government Furnished Information, Material, and Equipment will be specified in the individual Technical Instructions. All Government Furnished Information is the property of the U.S. Government and shall not be transferred to any individual or agency, public or private, without the express written approval of the originating Contracting Officer, except as required for the specific performance of tasks under this contract.

#### **7.2 PERIOD OF PERFORMANCE**

The period of performance of the task order will be date of task order award through one (1) years thereafter, with two (2) one year options that the Government retains the unilateral right to exercise (or not) at the Government's sole discretion, for a potential total of three (3) years total. The period of performance of each order under the contract shall be as specified on individual Technical Instructions.

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### **7.3 PLACE OF PERFORMANCE**

Performance will take place at the Contractor's facilities and the authorized facilities within the Naval Surface Warfare Center Carderock Division (NSWCCD), West Bethesda, MD.

Performance of the task may require travel to various Government facilities within and beyond the Washington DC metropolitan area for the purpose of obtaining data and documentation, presenting and discussing technical issues, and participating in technical reviews associated with task performance. The place of performance may also include Intermediate Maintenance Activities, Depots, Shipyards and some foreign countries when supporting Foreign Military Sales activities.

#### **HQ C-1-0001 ITEM(S) 7099, 7199, 7299- DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) 1 and 2, attached hereto.

**(End of Text)**

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-15-R-3519.

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

**(End of Text)**

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

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**(JUL 2000)**

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

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

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

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

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

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

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

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

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

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

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

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required by this requirement, the Government may terminate this contract for default.

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

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

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

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

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

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

**(End of Text)**

**HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL**

**CONTRACT FILES (NAVSEA) (APR 2004)**



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

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

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

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

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

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

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

**(End of Text)**

**HQ C-1-0007 ITEM(S) 7000, 7100, and 7200 - PROVISIONING TECHNICAL DOCUMENTATION (NAVSEA) (FEB 1994)**

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Statement (PRS), including NAVSEA Addendum for PTD Requirements dated January 1993, the Provisioning Performance Schedule and the Contract Data Requirements List, DD Form 1423, Exhibits 1 and 2, attached hereto.

**(End of Text)**

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## SECTION D PACKAGING AND MARKING

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

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

**(End of Text)**

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

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

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

(1) name and business address of the Contractor

(2) contract number(3) task order number

(4) sponsor: [REDACTED]

(Name of Individual Sponsor)

PEOSUB PMS401

(Name of Requiring Activity)

Washington, DC

(City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

**(End of Text)**

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

Item(s) 7000, 7100, and 7200 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

### **HQ E-1-0006 INSPECTION AND ACCEPTANCE LANGUAGE FOR PTD**

Item(s) 7000, 7100, and 7200 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

**(End of Text)**

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

Item(s) 7000, 7100, and 7200 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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**(End of Text)**

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	1/19/2016 - 1/18/2017
7000AB	1/19/2016 - 1/18/2017
7000AC	1/19/2016 - 1/18/2017
7000AD	1/19/2016 - 1/18/2017
7000AE	1/19/2016 - 1/18/2017
7000AF	1/19/2016 - 1/18/2017
7000AG	1/19/2016 - 1/18/2017
7000AH	9/27/2016 - 1/18/2017
7000AJ	1/19/2016 - 1/18/2017
9000AA	1/19/2016 - 1/18/2017
9000AB	1/19/2016 - 1/18/2017
9000AC	1/19/2016 - 1/18/2017
9000AD	1/19/2016 - 1/18/2017
9000AE	1/19/2016 - 1/18/2017
9000AF	1/19/2016 - 1/18/2017
9000AG	1/19/2016 - 1/18/2017
9000AH	1/19/2016 - 1/18/2017
9000AJ	1/19/2016 - 1/18/2017
9000AK	9/27/2016 - 1/18/2017
9000AL	1/19/2016 - 1/18/2017

### CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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

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

7000	ARO 12-Months
9000	ARO 12-Months

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

7100	ARO 12-Months
7200	ARO 12-Months
9100	ARO 12-Months
9200	ARO 12-Months

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Services to be performed hereunder will be provided at (insert specific address and building etc.)

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

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

ITEMS	FROM - TO
7000	ARO 12-Months
9000	ARO 12 Months
7100	ARO 12-Months
9100	ARO 12-Months
7200	ARO 12-Months
9200	ARO 12-Months

**(End of Text)**

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

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

**(End of Text)**

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **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



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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.

Inspection Location: Destination

Acceptance Location: Destination

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Contract Number	N00178-14-D-7932-J101
Delivery Order/Call Number	N/A
CAGE Code	1KAE4

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Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N64267
Admin DoDAAC	S2101A
Inspect By DoDAAC	N/A
Ship To Code	N64267
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA211
Other DoDAAC(s)	N/A

-----

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

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

[CRNA\\_WAWF\\_COMPTR0L@navy.mil](mailto:CRNA_WAWF_COMPTR0L@navy.mil), [REDACTED]  
[CRNA\\_FISC\\_MAILBOX@navy.mil](mailto:CRNA_FISC_MAILBOX@navy.mil), [REDACTED]

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

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(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at wawfhq@navy.mil or 866-618-5988 or the NAVSEA, Corona Division WAWF point of contact

[REDACTED]

(End of clause)

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

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

(End of Text)

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

CONTRACTING OFFICER'S  
REPRESENTATIVE:

ATTN: [REDACTED]  
NAVSEA/PEOSUB/PMS401  
Washington Navy Yard  
1339 Patterson SE  
Washington N DC 20376

[REDACTED] one No. [REDACTED]  
E-mail Address: [REDACTED]

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

(End of Text)

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

PURCHASING OFFICE  
REPRESENTATIVE:

ATTN: [REDACTED]  
NAVAL SURFACE WARFARE CENTER  
P.O. BOX 5000  
CORONA, CA 92878-5000

[REDACTED]  
[REDACTED]

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## CONTRACTING

OFFICER:

ATTN: [REDACTED]  
 NAVAL SURFACE WARFARE CENTER  
 P.O. BOX 5000  
 CORONA, CA 92878-5000

[REDACTED]  
 [REDACTED]  
 [REDACTED]

(End Text)

### Accounting Data

SLINID	PR Number	Amount
7000AB	130054419800001	[REDACTED]
LLA :		
AA 1751810 H2SA 251 SB401 0 050120 2D 000000 A00003231490		
COST CENTER: 240V1000CA; BS-840115.SA10618 1.Contract Action Description:		
Incrementalfunding provided for procurement, support for, not limited to, LCCA and LCCA acquisition engineering agent support and VA Class in-service engineering support. Funds provided in support of PMS401 (Hull Sensor Systems) in-service undersea warfare sonars.		
9000AB	130054419800002	[REDACTED]
LLA :		
AA 1751810 H2SA 251 SB401 0 050120 2D 000000 A00003231490		
COST CENTER: 240V1000CA; BS-840115.SA10618 1.Contract Action Description:		
Incrementalfunding provided for procurement, support for, not limited to, LCCA and LCCA acquisition e ngineering agent support and VA Class in-service engineering support. Funds provided in support of PMS401 (Hull Sensor Systems) in-service undersea warfare sonars.		
a. Item 1. CLIN 7000 (Labor), TI#:N/A FY15, OPN, N0002416WX04038, FED 09/30/2017, WCD 09/30/2017 b. Item 2. CLIN 7000 (ODC), TI #:N/A		

BASE Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 01 Funding 0.00  
 Cumulative Funding [REDACTED]

MOD 02

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7000AC 130056184500001

LLA :

AB 1761810 H2PU 251 SB401 0 050120 2D 000000 A00003366769

BS-840116.PU10132

In support of PMS401 (Hull Sensor Systems) in-service undersea warfare sonars. TI:  
N/A. WCD 09/30/2016

9000AC 130056184500002

LLA :

AB 1761810 H2PU 251 SB401 0 050120 2D 000000 A00003366769

BS-840116.PU10132

In support of PMS401 (Hull Sensor Systems) in-service undersea warfare sonars. TI:  
N/A. WCD 09/30/2016

MOD 02 Funding

Cumulative Funding

MOD 03

9000AD 130056704400001

LLA :

AC 1761810 H2SA 251 SB401 0 050120 2D 000000 A00003408374

a. Item 1. CLIN 9000 (ODC), TI #:N/A FY16, OPN, N0002416WX08169, FED 09/30/2018,  
WCD 09/30/2016 FUNDING AMT: Labor:ODC: \$

MOD 03 Funding

Cumulative Funding

MOD 04

7000AD 130058594800001

LLA :

AD 97X4930 NH1C 251 77777 0 050120 2F 000000 A10003544376

N0017814D7932J101

COST CENTER: NSWC Carderock NWA: 100001146031-0040

1. Contract Action Description: Funding provided to support Trainer  
System Engineering at NSWC Carderock.

9000AE 130058594800002

LLA :

AD 97X4930 NH1C 251 77777 0 050120 2F 000000 A10003544376

N0017814D7932J101

COST CENTER: NSWC Carderock NWA: 100001146031-0040

1. Contract Action Description: Funding provided to support Trainer  
System Engineering at NSWC Carderock.

MOD 04 Funding

Cumulative Funding

MOD 05

7000AE 130058594500001

LLA :

AE 1761810 H2SA 251 SB401 0 050120 2D 000000 A00003544128

N0017814D7932J101

COST CENTER: 240V1000CA; WBS: BS-840116.SA10152 1.Contract Action Description:

Incrementalfunding provided for support of PMS401 (Hull Sensor Systems) in-service  
undersea warfare sonars.

9000AF 130058594500002

LLA :

AE 1761810 H2SA 251 SB401 0 050120 2D 000000 A00003544128

N0017814D7932J101

COST CENTER: 240V1000CA; WBS: BS-840116.SA10152 1.Contract Action Description:

Incrementalfunding provided for support of PMS401 (Hull Sensor Systems) in-service  
undersea warfare sonars.

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MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 06

7000AF 130060080500001 [REDACTED]  
LLA :  
AF 1741810 H2SA 251 SB401 0 050120 2D 000000 A00003642659  
N0017814D7932J101  
COST CENTER: 240V1000CA; WBS: BS-840114.SA102262 1.Contract Action Description:  
Incremental funding provided for support of PMS401 (Hull Sensor Systems) in-service  
undersea warfare sonars.

7000AG 130060080400001 [REDACTED]  
LLA :  
AH 1741810 H2SA 251 SB401 0 050120 2D 000000 A00003642270  
N0017814D7932J101  
COST CENTER: 240V1000CA; WBS: BS-840114.SA303242 1.Contract Action Description:  
Incrementalfunding provided for support of PMS401 (Hull Sensor Systems) in-service  
undersea warfare sonars.

9000AG 130060080500002 [REDACTED]  
LLA :  
AF 1741810 H2SA 251 SB401 0 050120 2D 000000 A00003642659  
N0017814D7932J101  
COST CENTER: 240V1000CA; WBS: BS-840114.SA102262 1.Contract Action Description:  
Incremental funding provided for support of PMS401 (Hull Sensor Systems) in-service  
undersea warfare sonars.

9000AH 130059675800001 [REDACTED]  
LLA :  
AG 1741810 A2DB 251 WS050 0 050120 2D 000000 A00003612061  
N0017814D7932J101  
WBS: BS-805014.020101142  
1.Contract Action Description: Incremental funding provided for ODC funds for  
acquisition, technical, and program mgt support to PEO IWS 5 specifically as  
related to on-board towed array test sets (OTATS). OTATS will enhance the fleet's  
warfighting capability and are required forward deployed naval forces. Invoking 10  
USC 2410(a) authority with POP dates 9/1/16-1/14/17

9000AJ 130060080400002 [REDACTED]  
LLA :  
AH 1741810 H2SA 251 SB401 0 050120 2D 000000 A00003642270  
N0017814D7932J101  
COST CENTER: 240V1000CA; WBS: BS-840114.SA303242 1.Contract Action Description:  
Incrementalfunding provided for support of PMS401 (Hull Sensor Systems) in-service  
undersea warfare sonars.  
Funds provided for acquisition, engineering support and upgrades. 10 U.S.C. 2410(a)  
authority is being invoked.

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

7000AH 130059686900001 [REDACTED]  
LLA :  
AJ 1751810 A2DB 251 WS050 0 050120 2D 000000 A00003613504  
WBS: BS-805015.020101172  
1.Contract Action Description: Incremental funding provided for labor and ODC funds  
for acquisition, technical, and program mgt support to PEO IWS 5 specifically as  
related to on-board towed array test sets (OTATS).

9000AK 130059686900002 [REDACTED]  
LLA :  
AJ 1751810 A2DB 251 WS050 0 050120 2D 000000 A00003613504  
WBS: BS-805015.020101172  
1.Contract Action Description: Incremental funding provided for labor and ODC funds  
for acquisition, technical, and program mgt support to PEO IWS 5 specifically as  
related to on-board towed array test sets (OTATS).

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MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08

7000AJ 130061165300001 [REDACTED]

LLA :

AK 1761810 H2PU 251 SB401 0 050120 2D 000000 A00003738397

WBS: BS-840116.PU10132 1.Contract Action Description: Incremental funding provided for support of PMS401 (Hull Sensor Systems) in-service undersea warfare sonars. Funds provided for Sonar systems in upcoming modification in support of the procurement of LCCA transducer cables (ie pigtails) and support.

9000AL 130061165300002 [REDACTED]

LLA :

AK 1761810 H2PU 251 SB401 0 050120 2D 000000 A00003738397

WBS: BS-840116.PU10132 1.Contract Action Description: Incremental funding provided for support of PMS401 (Hull Sensor Systems) in-service undersea warfare sonars. Funds provided for Sonar systems in upcoming modification in support of the procurement of LCCA transducer cables (ie pigtails) and support.

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

#### ESTIMATED

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
7000AB	\$ [REDACTED]	\$ [REDACTED]	01/19/16-01/18/17
9000AB	\$ [REDACTED]	\$ [REDACTED]	01/19/16-01/18/17

(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 7000AA and 9000AA are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

**(End of Text)**

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

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



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performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 418.8 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

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

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the 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

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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 and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to 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.

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

**(End of Text)**

#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

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

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(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 work statement which is not affected by the disputed technical instruction.

**(End of Text)**

### **5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM**

**(OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants.

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Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: [REDACTED]

FAX: [REDACTED]

Internet: [REDACTED]

(End of Text)

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

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the

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proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**(End of Text)**

## **5252.202-9101 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.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

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(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**(End of Text)**

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees Of Whistleblower Rights (APR 2014)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.215-23 Limitations of Pass-Through Charges (OCT 2009)

52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.209-10 Prohibition of Contracting with Inverted Domestic Corporations (DEC 2014)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

252.201-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2014)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)

252.225-7048 Export Controlled Items (JUN 2013)

252.245-7001 Tagging Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013)

#### **52.217-9 -- Option to Extend the Term of the Contract. (mar 2008)**

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

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

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)



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

(End of Clause)

## **252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)**

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see [252.204-7012\(b\)\(1\)\(ii\)](#))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

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**(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.**

**(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.**

**(End of provision)**

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

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

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

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

“Covered defense information” means unclassified information that—

(1) Is—

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

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

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

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(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)**

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**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—

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

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

**(ii) Falls in any of the following categories:**

**(A) *Controlled technical information.***

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

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

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

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

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

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

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**“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**



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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 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>.

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**(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 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

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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)

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## **SECTION J LIST OF ATTACHMENTS**

CDRL A001

DID DI MGMT 81928

CDRL A002

DID DI MGMT 8058B

Wage Determination DC Area

Wage Determination CT Area