

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	AGE OF AGES 1 2
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 01-Jun-2016	4. REQUISITION/PURCHASE REQ. NO. 1300571448	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 annette.desercey@navy.mil 850-235-5483	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO CA 92123-4353	CODE S0514A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-HR01
		10B. DATED (SEE ITEM 13) 01-Jan-2016
CAGE CODE 1BGW9	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)

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.
[]	
[X]	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)

E. IMPORTANT: Contractor [X] 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]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY [REDACTED]	01-Jun-2016
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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 amend modification 07. Accordingly, said Task Order is modified as follows:

1. This modification corrects modification 06. SLIN 700006 did not populate into Section G on modification 06.

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:

700006:

From: A00003444290

To: AF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003444290

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

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

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

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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	R408 Provide non personal services for 22920.0 LH [REDACTED] Information Assurance support to Adaptive Persistent Awareness Systems in accordance with the Performance Work Statement (PWS) in Section C, DD254 and Contract Data Requirements List (CDRL). BASE YEAR. See Notes A & D. (Fund Type - TBD) (O&MN,N)			
700001	R408 Incremental Funding, 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
700002	R408 Incremental Funding, 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
700003	R408 Incremental Funding, 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
700004	R408 Incremental Funding, 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
700005	R408 Incremental Funding, 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
700006	R408 Incremental Funding, 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
7001	R408 Provide non personal services for \$1,600,544.22 [REDACTED] Information Assurance support to Adaptive Persistent Awareness Systems in accordance with the Performance Work Statement (PWS) in Section C, DD254 and Contract Data Requirements List (CDRL). OPTION YEAR. See Notes A, B & D. (Fund Type - TBD) (O&MN,N)			

Option

7002 R408 Provide non personal services for
Information Assurance support to
Adaptive Persistent Awareness
Systems in accordance with the
Performance Work Statement (PWS)

22920.0 LH

Item	PSC Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee CPFF
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in Section C, DD254 and Contract
Data Requirements List (CDRL).
OPTION YEAR. See Notes A, B & D.
(Fund Type - TBD) (O&MN,N)

Option

7003	R408 Provide non personal services for	22920.0	LH		
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Information Assurance support to
Adaptive Persistent Awareness
Systems in accordance with the
Performance Work Statement
(PWS) in Section C, DD254 and
Contract Data Requirements List
(CDRL).

OPTION YEAR. See Notes A, B & D.
(Fund Type - TBD) (O&MN,N)

Option

7004	R408 Provide non personal services for	22920.0	LH		
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Information Assurance support to
Adaptive Persistent Awareness
Systems in accordance with the
Performance Work Statement
(PWS) in Section C, DD254 and
Contract Data Requirements List
(CDRL).

OPTION YEAR. See Notes A, B & D.
(Fund Type - TBD) (O&MN,N)

Option

For ODC Items:

Item	PSC Supplies/Services	Qty	Unit	Est. Cost
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9000	R408 Other Direct Costs such as materials and travel to support tasking	1.0	LO	
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under CLIN 7000. BASE YEAR. See note C & D. (Fund Type - TBD)
(O&MN,N)

900001	R408 Incremental Funding. 10 U.S.C. 2410a authority is hereby invoked			
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(O&MN,N)

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9001 R408 Other Direct Costs such as materials and travel to support 1.0 LO [REDACTED]
tasking under CLIN 7001. OPTION YEAR. See note B, C & D. (Fund
Type - TBD) (O&MN,N)
Option

9002 R408 Other Direct Costs such as materials and travel to support 1.0 LO [REDACTED]
tasking under CLIN 7002. OPTION YEAR. See notes B, C & D.
(Fund Type TBD) (O&MN,N)
Option

9003 R408 Other Direct Costs such as materials and travel to support 1.0 LO [REDACTED]
tasking under CLIN 7003. OPTION YEAR. See notes B, C & D.
(Fund Type -
TBD) (O&MN,N)

Item PSC Supplies/Services Qty Unit Est. Cost

Option

9004 R408 Other Direct Costs such as materials and travel to support tasking 1.0
LO [REDACTED] under CLIN 7004. OPTION YEAR. See notes B, C & D. (Fund Type TBD)
(O&MN,N)

Option

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful

Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION

CLIN which may be unilaterally exercised.

NOTE C: ODC

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE"(FAR 52.216-10), as

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applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified 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.

CLIN	Period of Performance	Labor Hours	Fixed Fee per Labor Hour
7000	Award through 12 months		
7001	Exercise of Option through 12 months thereafter		
7002	Exercise of Option through 12 months thereafter		
7003	Exercise of Option through 12 months thereafter		
7004	Exercise of Option through 12 months thereafter		

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

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(end of text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR INFORMATION ASSURANCE (IA) SUPPORT ADAPTIVE PERSISTENT AWARENESS SYSTEMS

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) Persistent Awareness Systems

Development Branch, Code E26 has requirements for combined support in ongoing Department of Defense (DoD) Information Assurance Certification & Accreditation Process (DIACAP), Platform Information Technology (PIT) and ongoing Information Assurance (IA) efforts for various Expeditionary Warfare and Adaptive Persistent Awareness Systems (APAS), and related equipment associated with these systems. This Performance Work

Statement (PWS) specifies the requirements for a level of effort of support to include IA procedures and control evaluations, IA and network assessments, preparation of supporting DIACAP and PIT documentation for each domain, implementation of security postures, and Subject Matter Expertise (SME) in IA life cycle management, coordination, implementation, deployment, and sustainment for Expeditionary Warfare systems and support facilities such as the Virtual Perimeter Monitoring System (VPMS), the Adaptive Persistent Awareness System (APAS), the Vessel Boarding and Inspection System (VBIS), the Wide Area Situational Awareness (WASA) testbed, the Expeditionary Warfare Integration Facility (EWIF) labs and the Expeditionary Services Network Operations Center (ES-NOC).

1.1 Acronym List

ACAS	Assured Compliance Assessment Solution
APAS	Adaptive Persistent Awareness Systems
AQL	Acceptable Quality Level
C&A	Certification and Accreditation
C4I	Command, Control, Communications, Computers and Intelligence
CAC	Common Access Card
CC	Common Criteria for Information Technology Security Evaluation
CCI	Controlled Cryptographic Items
CD-ROM	Compact Disks – Read Only Memory
CFFC	Commander, Fleet Forces Command
CIO	Chief Information Officer
COR	Contracting Officers Representative
COTS	Commercial Off-The-Shelf

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CPARS	Contractor Performance Assessment Report System
CPI	Critical Program Information
CT&E	Certification Test and Evaluation
CUI	Controlled Unclassified Information
DARPA	Defense Advanced Research Projects Agency
DHS	Department of Homeland Security
DIACAP	DoD Information Assurance Certification & Accreditation Process
DIP	DIACAP Implementation Plans
DISA	Defense Information Security Agency
DoD	Department of Defense
DoN	Department of the Navy

ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
ES-NOC	Expeditionary Services Network Operations Center
EVM	Earned Value Management
EWIF	Expeditionary Warfare Integration Facility
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FSO	Facility Security Officer
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
GOTS	Government-Off-The-Shelf
IA	Information Assurance
IPv6	Internet Protocol version 6
ISO	International Organization for Standardization
ISS	Internet Scanner Software
IT	Information Technology
JFCOM	Joint Forces Command
LAN	Local Area Network
NAVAIR	Naval Air Warfare Command
NAVSEA	Naval Sea Systems Command
NERP	Navy Enterprise Resource Planning
NETWARCOM	Naval Network Warfare Command
NIST	National Institute of Standards and Technology
NSA PC	Naval Support Activity Panama City
NSWC PCD	Naval Surface Warfare Center Panama City Division
NWDC	Navy Warfare Development Command
ODC	Other Direct Costs

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OPNAV	Chief of Naval Operations
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PDA	Personal Digital Assistant
PII	Personally Identifiable Information
PIT	Platform Information Technology
POA&M	Plan of Action and Milestones
POC	Point Of Contact
PWS	Performance Work Statement
RMF	Risk Management Framework
SAAR-N	Systems Authorization Access Request – Navy
SECNAV	Secretary of the Navy
SIP	System Identification Plan
SME	Subject Matter Expertise
SPAWARSSYSCEN	Space and Warfare Systems Command Systems Center
SRR	Security Readiness Review
SSAA	System Security Authorization Agreement
SSE-CMM	Systems Security Engineering - Capability Maturity Model
ST&E	Security Test and Evaluation
STIG	Security Technical Implementation Guides
TASS	Trusted Associate Sponsorship System
TLS	Transport Layer Security
VBIS	Vessel Boarding and Inspection System
VPMS	Virtual Perimeter Monitoring System
VROCC	VPMS Remote Operations Command Center
WAN	Wide Area Network
WASA	Wide Area Situational Awareness

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence.

2.1 Military Standards: None

2.2 Military Specifications: None

2.3 Other Documents:

- (a) Department of the Navy (DoN) CIO Memo 02-10, Information Assurance Policy Update for Platform Information Technology dated 26 Apr 2010
- (b) DoDINST 8500.01, Cybersecurity dated 14 Mar 2014
- (c) DoDINST 8500.2, Information Assurance (IA) Implementation dated 06 Feb 2003

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- (d) DoDINST 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT) dated 12 Mar 2014
- (e) DoDD 8570.01, Information Assurance Training, Certification, and Workforce Management dated 15 Aug 2004 (Certified Current as of 23 Apr 2007)
- (f) DoD 8570.01-M with Change 3, Information Assurance Workforce Improvement Program dated 24 Jan 2012
- (g) SECNAVINST 5239.3B, Department of the Navy Information Assurance (IA) Policy dated 17 Jun 2009
- (h) OPNAVINST 5239.1C, Navy Information Assurance (IA) Program dated 20 Aug 2008
- (i) National Institute of Standards and Technology (NIST) Special Publication 800-37 Rev 1, Guide for Applying the Risk Management Framework to Federal Information Systems a Security Life Cycle Approach dated Feb 2010
- (j) NIST Special Publication 800-34 Rev. 1 Contingency Planning Guide for Federal Information Systems dated May 2010
- (k) International Organization for Standardization (ISO) 21827, Information technology - Security techniques - Systems Security Engineering - Capability Maturity Model (SSE-CMM) - Second Edition dated 15 Oct 2008
- (l) Navy Certification Agent Qualification Standards and Registration Guidebook, v. 1.1 dated 22 Feb 2008
- (m) Committee On National Security Systems (CNSS) Instruction 4016, National Information Assurance Training Standard for Risk Analysts dated November 2005
- (n) NSAPCFLINST 3140.1B Destructive Weather Plan 02 Nov 2008
- (o) Defense Information Security Agency (DISA) Representative Security Technical Implementation Guides (STIGs)
 - (i) Enclave Checklist V4 dated 09 Jan 2014
 - (ii) .Net Framework Security Checklist Ver 1, Rel 2.3 dated 18 Feb 2009
 - (iii) Internet Explorer 8 STIG Ver 1 Rel 13 dated 25 Apr 2014
 - (iv) Internet Explorer 9 STIG Benchmark Ver 1, Rel 5 dated 29 Jan 2014
 - (v) Internet Explorer 9 STIG Ver 1 Rel 8 dated 25 Apr 2014
 - (vi) Java Run Time Environment 6 STIGs Ver 1 Rel 4 dated 28 May 2014
 - (vii) Java Run Time Environment 7 STIGs Ver 1 Rel 4 dated 28 May 2014
 - (viii) McAfee Antivirus Security Guidance Ver 4 Rel 10 dated 24 Jan 2014
 - (ix) Windows 2003 STIG Ver 6, Rel 1.32 dated 25 Apr 2014
 - (x) Windows 7 STIG Ver 1, Rel 15 dated 25 Apr 2014

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NOTE: DoD Directives and Instructions are available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. NIST Publications are available at <http://csrc.nist.gov/publications/PubsSPs.html>. DoN Chief Information Officer (CIO) Policies are available at www.doncio.navy.mil/Download.aspx?AttachID=1275. Chief of Naval Operations (OPNAV) and Secretary of the Navy (SECNAV) instructions are available at <http://doni.daps.dla.mil/allinstructions.aspx>. DISA STIGS are available at <http://iase.disa.mil/stigs/a-z.html>. CNSS Instructions are available at <https://www.cnss.gov/CNSS/index.cfm>. SOW paragraph 2.3(l) and 2.3(n) are provided with the solicitation.

3.0 REQUIREMENTS

The Contractor shall coordinate with the Task Order Contract Specialist and the Contracting Officers Representative (COR) to conduct a kick-off meeting within ten working days after the award of the task order. This meeting's date, time and location shall be determined at time of award.

(a) Contractor employees shall be U.S. citizens able to read, write, communicate and understand the English language. No employee or representative of the Contractor shall be admitted to the work site unless satisfactory proof of U.S. citizenship is furnished. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Government to be contrary to the public interest or inconsistent with the best interests of National Security.

(b) The Contractor is responsible for ensuring all new employees are fully trained to meet position requirements. The Government will provide mandatory on-base Contractor training (i.e. Safety, Personally Identifiable Information (PII), etc.) and onsite training in the support of NSWC PCD specific application problems. The Government will not be responsible for funding Contractor training necessary to meet DoD IA Workforce training requirements required under DoDD 8570.01 or the Navy Certification Agent Qualification Standards and Registration Guidebook.

(c) The principle place of performance will be at the Contractors facility however IA contractor personnel will need to work at NSWC PCD part of the time interfacing with NSWC PCD technical personnel for development of System Security Authorization Agreements (SSAA) and other IA documentation. During this time Contractor personnel will be given temporary space in an NSWC PCD laboratory, but it is not considered "Office Space" because NSWC PCD will not provide a dedicated space, personal computer or personal phone (although Contractor personnel may be given access to a Government computer with access to e-mail and relevant documentation and to a Government phone that is available for use by multiple contractors). Access to Government buildings is from 0600 until 1900 Monday through Friday, except Federal holidays. Normal work hours are from 0730 to 1600, Monday through Friday, but may vary according to which office employee is working. The approval of the Procuring Contracting Officer (PCO) is required for performance of work outside normal working hours. Government oversight requires that a Government employee be present in the same building or facility whenever Contractor employee(s) are performing work under this task order. Contractor personnel are not allowed to access any Government buildings at the Naval Support Activity Panama City (NSA PC) outside the hours of 0600 to 1800 without the express approval of the PCO. In the event that NSA PC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered "non-essential personnel" as specified in NSAPCFLINST 3140.1B and shall follow their company procedures for non-essential personnel. In addition Contractor personnel will have to travel to installation sites to verify

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specific equipment configurations and security measures in order to produce the required IA documentation for each site.

(d) For Contractor personnel working in the NSWC PCD laboratory, Contractor management is responsible for establishing work hours for Contractor staff that meets the Government's requirements for coverage within the following guidelines used by the Government. Core Government working hours are 0900 - 1100 and 1300 - 1500, Monday through Friday, excluding official Government approved holidays. Core hours are defined as hours which personnel are required to be at their duty station.

The Contractor shall, using the guidance of documents listed in PWS paragraph 2.3 and Government Furnished Information (GFI), provide a level of effort of support in the following task areas.

3.1 TASK AREA #1 -- Generate Documentation for Systems and Networks (CDRL A001, A002, A003, A004, and A005)

This task comprises the activities required to generate the documentation required to meet DIACAP, PIT, and Common Criteria for Information Technology Security Evaluation (CC) or NIST accreditation requirements for persistent awareness and associated systems. The Contractor shall:

- (a) Prepare draft SSAA documents or the DIACAP or PIT documentation packages that meet all Defense Information Systems Agency (DISA) and DoN requirements tailored to a specific associated system.
- (b) Generate multiple Risk Assessments. The Contractor shall, using CNSS instruction 4016 for guidance, conduct risk assessments during actual certification evaluations to determine the overall security posture of deployed, prototype, and "proof of concept" systems.
- (c) Generate Minimum Security Checklists. The Contractor shall update these checklists, tailored to specific systems, throughout the 4 phases of the DIACAP process.
- (d) Generate DIACAP components required for the various aspects of the C&A process. The Contractor shall prepare documents such as the DIACAP Implementation Plans (DIP), System Identification Plan (SIP), Plans of Action and Milestones (POA&M).
- (e) Generate completed PIT certification packages—tailored to specific systems—to include documents such as the PIT Letter, Implementation Plan, Score Card, Risk Assessment, System Identification Plan (SIP), Plans of Action and Milestones (POA&M).

3.2 TASK AREA #2 -- Perform Certification Test and Evaluation (CT&E) (CDRL A006, A007, and A008)

This task area comprises all activities required to perform C T &E of associated systems. The Contractor shall:

- (a) Generate Security CT&E Plans – preparation of CT&E Plans designed to test the capability of the associated system implementation to eliminate or mitigate the potential security vulnerabilities. The Plan must meet all DIACAP and PIT requirements and must ensure that all system security measures are demonstrated.
- (b) Conduct Certification Analyses – perform detailed certification analysis of the software and hardware associated with each system and component to determine if the IT system is ready to be evaluated and tested. The analysis shall include system architecture analysis, software

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design analysis, network connection rule compliance analysis, integrity analysis of integrated products, life-cycle management analysis, and vulnerability assessment. Based on this analysis, identify security vulnerabilities resulting from the software development tools used, operating system deficiencies, and the actual software implementation. The Contractor shall validate Commercial Off-The-Shelf (COTS) and Government-Off-The-Shelf (GOTS) products used in the system design to assure that they have been integrated properly and that their functionality meets the security needs of the system. COTS products may include all Operating Systems components (Windows NT, Windows 2000, Windows XP, Windows 7, Hewlett-Packard Unix (HP UX), SOLARIS, LINUX, ESX, VMWare) and system device drivers.

- (c) Perform software component level security performance testing and system level vulnerability scanning against the associated system workstations, servers, and routers based on the approved CT&E Plan. Testing shall include performing Security Readiness Reviews (SRR) for the Operating Systems and applications; performing automated scans using Internet Scanner Software (ISS), Retina, Nessus, Gold Disk, and Assured Compliance Assessment Solution (ACAS) toolsets; and performing manual inspections. In addition, other custom security evaluation tools may be used to assess the quality of the system lockdown and the security of the external interfaces.

3.3 TASK AREA #3 -- Perform Security Test and Evaluation (ST&E) (CDRL A009, A010)

This task area comprises all activities required to perform system level Security Test and Evaluation of an associated system. The Contractor shall:

- (a) Generate Security Test and Evaluation (ST&E) Plan – generate an ST&E Plan that is designed to test the security performance of the associated system in its operational environment and ensure compliance with all applicable Defense Information System Agency (DISA) Security Technical Implementation Guides (STIGs) and supporting documents. A representative list of the basic applicable DISA STIGs are listed in PWS paragraph 2.3 however DISA updates the list on a monthly basis so additional STIGs are or may become applicable. The Plan must address all C&A requirements and must ensure that mitigation and elimination of all system security vulnerabilities is demonstrated.
- (b) Conduct Security Test and Evaluation - perform on-site, system-level security testing in the system's operational environment. Testing shall include performance of software component level security testing and system level vulnerability scanning against the Command, Control, Communications, Computers and Intelligence (C4I) system workstations, servers, and routers based on the approved ST&E Plan. The testing will include performing SRRs for the Operating Systems and applications; performing automated scans using Internet Scanner Software (ISS), Retina, Nessus, and Assured Compliance Assessment Solution (ACAS) tool sets; and performing manual inspections. In addition, other custom security evaluation tools may be used to assess the quality of the system lockdown and the security of the external interfaces.
- (c) Other tests may be required to determine the overall security posture of the non-technical aspects of the system deployment and traceability to DODI 8500.2 IA Control numbers for each test case.

3.4 TASK AREA #4 -- Provide Prevention, Recovery, and Deployment Services (CDRL A011)

This task comprises performance of network security assessments, and the development and implementation of network protection plans. The Contractor shall conduct assessments using the automated Assured Compliance Assessment Solution (ACAS) toolset identified in Tasks 3.2 and 3.3, including a detailed analysis. The Contractor shall, using NIST Special Publication 800-34 for guidance, conduct Network Intrusion Detection; monitoring of

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network throughput, efficiency, and loading; and evaluation of network integrity, security, and information protection. The Contractor shall identify specific potential vulnerabilities existing in the network infrastructure and provide detailed recommendations for the elimination or mitigation of these vulnerabilities.

The Contractor shall provide all necessary services for recovering networks that have been victims of network attacks. The Contractor shall use the network security toolset to identify the source and nature of the attack and shall perform the activities required to eliminate the problem and restore the network to its operational state.

The Contractor shall provide off-site data storage services based upon project requirements, not to exceed 20 CU FT for the storage of backups in the form of Compact Disks – Read Only Memory (CD-ROM) and removable hard drives.

3.5 TASK AREA # 5 -- Provide Network Security Services (CDRL A012)

This task comprises the performance of security related technical consultation to include expert assessment of access control systems and methodology, application and file security, security practices, hostile intrusion detection and prevention, logical and physical security, public key infrastructure, network architecture, information assurance (authentication and integrity), and virtual private networks. The Contractor shall provide support of system design reviews for systems incorporating any of these technologies or having any security requirements; evaluation of system integration strategies with respect to security impacts; and recommendation of design approaches to address system vulnerabilities. This effort shall cover the security of applications and systems from test environment to operational environment, for both systems and networks.

3.6 TASK AREA # 6 -- Provide Software Testing for Architectural Design (CDRL A013)

The Contractor shall, using ISO 21827 for guidance, provide support for software related activities. The Contractor shall technically support NSWC PCD by reviewing the development, implementation, configuration, and testing of software applications and hardware system design. The Contractor shall technically support NSWC PCD on future wireless implementations. The Contractor shall technically support the integration and development of both Government Off-The-Shelf (GOTS) and Commercial Off-The-Shelf (COTS) products.

3.7 TASK AREA # 7 – System Administrator, Information Assurance, Network Architecture & Systems Design Research and Development (R&D) (CDRL A014)

The Contractor shall provide support in the area of computer system administration. This will include monitoring and managing computer systems to ensure systems are up and operating correctly and kept up to date. Monitor system alerts and analyze and report alert data. Maintain system efficiency and alerting to evaluate/determine where video analytics could be improved. Ensure computer system components are working together properly. Troubleshoot problems reported by system and users. Configure system video analytics and complete system tuning.

Analyze, isolate, and repair issues. Maintain and manage system user database. Monitor system to ensure security and availability to specific users. Evaluate and system's performance and make recommendations for future upgrades. Maintain system integrity, server deployment, and security. Assign configuration of authentication and authorization of directory services. Maintain network facilities in individual machines, such as drivers and settings of personal computers as well as printers. Administer servers, desktop computers, printers, routers, switches, firewalls, phones, personal digital assistants, smartphones, software deployment, security updates and patches.

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The Contractor shall provide IA-related network support to include the design and implementation of classified and unclassified Local Area Networks (LAN), Wide Area Networks (WAN) and maintain system security and patching. Additionally, the Contractor shall research and develop new policies, procedures, and system designs for Government approval to support IA requirements. The Contractor shall investigate and evaluate commercial practices, COTS or GOTS products, and new emerging technologies, such as Internet Protocol version 6 (IPv6) to identify potential best practices for NSWC PCD approval. The Contractor shall develop white papers; and recommendations for the implementation of new best practices.

3.8 TASK AREA # 8 -- Meeting Support (CDRL A015, A016, and A017)

The Contractor shall participate in and support both informal and formal meetings and Integrated Product Teams. The Contractor shall provide programmatic and network IA related liaison between the Space and Warfare Systems Command Systems Center (SPAWARSYSCEN) San Diego and other agencies [e.g., Navy Warfare Development Command (NWDC), Defense Advanced Research Projects Agency (DARPA), Commander, Fleet Forces Command (CFFC), Naval Network Warfare Command (NETWARCOM), Maritime Domain Awareness, Department of Homeland Security (DHS), Naval Air Warfare Command (NAVAIR), Naval Sea Systems Command (NAVSEA), Joint Forces Command (JFCOM), or other commands and agencies. The Contractor shall technically support the preparation of technical briefs and technical meetings. The Contractor shall provide meeting minutes and an action item list relevant to the Contractor's meeting participation to the Government for each meeting attended.

3.9 TASK AREA # 9 – Data Analysis and Collection Support (CDRL A018)

The Contractor shall provide data analysis support to create multiple qualitative or quantitative performance data analysis studies that support data-driven system and programmatic decisions for long-range strategic planning, justification, project and program design, and general program management. This includes conducting an in-depth analysis of security technology data and security system operations in one or more transportation, expeditionary or fixed base environments. The Contractor shall support the NSWC PCD team in performing inferential statistical analysis and selected extended analysis using data such as cost estimates, flow, volume metrics, false alarm rates, screening entity profiles, and technology make and model information to make recommendations regarding potential effectiveness and suitability to Coastal and Maritime Security technology goals.

3.10 TASK AREA # 10 – Technical Writing and Documentation (CDRL A019)

The Contractor shall review published materials and recommend revisions or changes in scope, format, and content. The Contractor shall prepare, review, revise, and maintain technical documents including software and systems engineering, system operations, testing, and user documentation. The Contractor shall write and edit technical documentation for all of the project's hardware and software to include installation, configuration and how-to documentation. The Contractor shall create code documentation for software; produce implementation guides and end-user guides for capabilities; provide field, data definition, and data flow documentation and format technical publications from pamphlets, technical drawings, and consultation with technical personnel and other available resources. The Contractor shall create and write various types of user documentation, including how-to guides, references, manuals, and instructions. The Contractor shall complete writing

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assignments according to set standards regarding order, clarity, conciseness, style and terminology to be provided as GFI.

3.11 TASK AREA # 11 – Program Management Support (CDRL A020)

The Contractor shall provide high level program management support for high risk and high visibility technical programs within the Coastal and Maritime Security domain. The Contractor shall technically support generating and implementing work group charters, project and program management plans, white papers, and reports. The Contractor shall generate input into necessary program documentation for Government approval and track program performance in relation to project plans in accordance with program technology goals. The Contractor shall provide leadership for the generation of communications management plans, requirements management plans, change control management plans, configuration management plans and risk management plans for Government approval. The Contractor shall directly interface with senior internal and external stakeholders as required to ensure all assigned programs are managed and executed in a timely and cost efficient manner to meet all program related requirements. The Contractor shall also generate or review program documentation in support of long range plans, technology development and insertion, data analysis, and project briefing material for Government approval. The Contractor shall operate and maintain specialized analysis software and resources to enable proper and timely execution and reporting of program management efforts and tasks. The Contractor shall analyze business processes and make recommendations for technical implementation for Government approval and manage document management related projects. The Contractor shall maintain knowledge of rapidly changing technology. The Contractor shall assist the Government in the selection, purchase, installation, and implementation of new document management technologies and system enhancements when applicable.

The Contractor shall thoroughly understand all aspects of the clients document management technologies and their potential. The Contractor shall identify potential technical problems before they occur, recommend solutions for Government approval, and technically support implementing solutions by thoroughly validating all system changes relative to assigned work.

3.12 TASK AREA # 12 VPMS Remote Operations Command Center (VROCC) Support

The Contractor shall provide operational support and maintenance of the VPMS Remote Operations Command Center (VROCC) to ensure network management and security of all deployed VPMS systems. The Contractor shall support the operation of VROCC by providing technical expertise in the integration of systems, components, software level integration and operational testing and evaluation events. The Contractor shall use VROCC to perform security implementation, network administration and system administration of all operational VPMS Test Bed Systems.

Internet Service Providers (ISP) are required to provide security, testing, support, and sustainability to fielded APAS systems. Two wired ISP's are required to support current data transfer rates. Each wired ISP must be provisioned with a static Internet Protocol (IP) address and support a minimum of 100Mbps download and 20Mbps upload. Furthermore, a wireless ISP must be provisioned to support a minimum monthly data usage of 30GB, support a minimum of 6 wireless devices, and have a minimum of one static IP address.

The 1st wired ISP is located at Panama City Beach, FL 32407. The 2nd wired ISP is located at 125 County Rd FL 1, Jersey City, NJ 07307-4504.

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3.13 Travel

The Contractor shall travel as specified and approved by the COR and PCO as required. The Contractor shall not exceed funded not to exceed Other Direct Costs (ODC) for travel without written authorization from the Contracting Officer. Contractor personnel may be required to travel to support this PWS. Anticipated travel locations are from the Contractors facility to: Yuma, AZ; Washington DC; Hagerstown, MD; San Diego, CA; Asheville, NC; Newark, NJ; Jersey City, NJ; Plattsmouth, NE; Decatur, AL.

The Contractor shall submit an itemized list of projected expenses (airfare, lodging per night, per-diem, rental car, if necessary, and miscellaneous expenses) to the PCO and COR at least 15 working day prior to expected departure.

3.14 Material Purchases

Only items directly used for this Task Order, for work within the scope of the PWS, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,000 shall be approved by the PCO prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the COR for concurrence prior to being submitted to the PCO for approval. IT equipment or services must be approved by the proper approval authority. All purchases below \$3,000 the COR can approve. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.15 Progress Reporting (CDRL A021)

The Contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report this progress monthly.

3.15.1 Monthly Earned Value Management (EVM) Reporting

The Contractor shall provide an annual spend plan (graphical and tabular) for the duration of the task broken down by month with his first monthly status report. NSWC PCD is using EVM to track project spending and execution. Tasks in the PWS are linked to EVM work packages. Cost elements must be broken out by major task specified in section 3.0 of the PWS or as directed by the Government COR. The Contractor shall report work performed in hours and actual costs in dollars expended each month and the "value of the work completed" in the same monthly period by task. The "value of the work completed" is the amount of work actually accomplished, in dollars, at that point in the schedule of planned work. In other words, if all efforts in a task scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. The Contractor shall submit his EVM report in conjunction with the monthly progress report. Deviations from the spend plan should be explained in the narrative of the monthly progress report.

3.16 Navy Enterprise Resource Planning (NERP) Access

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Contractor personnel assigned to perform program management support work under this task order may require limited access to the NERP System. The Contractor shall submit a request for NERP access and the role required; via the COR to the Competency Role Mapping point of contact (POC). The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Competency Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include: Systems Authorization Access Request – Navy (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and the Questionnaire for National Security Positions standard form 86 (SF 86)

(b) For this procedure, reference to the COR shall mean the Contracting Officer for contracts that do not have a designated COR. For directions on completing the SF 86 the Contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(c) For DoD Cybersecurity Awareness training, please use this site:
<http://iase.disa.mil/index2.html>.

DIRECTIONS: On the right side under "Cybersecurity Training:" select "Online Cybersecurity Training ". On the next page select the frame with "Cyber Awareness Challenge (for Federal, DoD and IC Personnel)". When the next page comes up, select "Launch New Cyber Awareness Challenge Department of Defense Version".

(d) All Contractor personnel requiring access to NERP require a Common Access Card (CAC). The Contractor shall be responsible to ensure that all employees that require CAC are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to support the Contractor Facility Security Officer (FSO) in navigating the process to obtain Common Access Cards (CAC) through the Trusted Associate Sponsorship System (TASS). The Contractor shall use Reference Section J attachment TASS FAQ Applicant.pdf for additional information. The Contractor shall utilize Section J attachment TASS Registration Request after award for each employee that requires a CAC. Additional information on the process for Contractors requiring a CAC can be found at: [http://www.cac.mil /common-access-card/getting-your-cac/for-contractors/](http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/).

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 Government Furnished Information (GFI):

NSWC PCD will provide the technical writing standards regarding order, clarity, conciseness, style and terminology identified herein within 5 days after award of the task order. NSWC PCD will provide additional GFI as appropriate and as required for tasking as program requirements dictate. The GFI does not include sensitive information relative to financial planning and other fiscal or budget data, procurement planning or the existence and nature of future requirements, or include information bearing on administration of existing contracts.

4.2 Government Furnished Material (GFM): None

4.3 Government Furnished Equipment (GFE):

Shall be identified in technical instructions if needed.

5.0 SECURITY

This effort requires access to information and areas up to the **TOP SECRET** level. Access to Controlled Cryptographic Items (CCI) located in restricted areas is required. The

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provisions of the attached Department of Defense Contract Security Classification Specification DD Form 254 apply.

The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this Task Order, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWC PCD, Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

The Prime Contractor shall:

- (1) Forward copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Panama City Division (NSWC PCD), ATTN: Security Code CXG.
- (2) Direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.
- (3) Submit the subcontractor's request for public release through the technical point of contact identified on the DD254.

5.1 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, Contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DOD Consolidated Adjudications Facility.

5.2 Minimum Protection Requirements for Controlled Unclassified Information (CUI)

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

5.3 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

5.4 For Official use Only (FOUO)

For Official use Only (FOUO) is a document designation, not a *classification*. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest

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protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

5.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01) DoD Policy

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the Contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned functions and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a Contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as removable hard drives and compact disks, using the best encryption technology available to the contractor or teaming partner.

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e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.

f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).

g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts); including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
- (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

5.6 Operations Security (OPSEC)

OPSEC is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

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Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location and movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions or attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and- Security classification of equipment, systems, operations, etc.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

6.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

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(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

(d) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

7.0 SUBCONTRACTORS AND CONSULTANTS

(a) In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following

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information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed Subcontractor's cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime Contractor, or in the case where the proposed Subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the Subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.

(b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant."

(c) Time and Materials pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with Time and Materials or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

8.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The Government will evaluate the Contractor's performance in the areas listed below. The first evaluation will cover the period ending six months after date of Task Order award with successive evaluations being performed prior to the exercise of available options thereafter until the Contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product or Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate a Contractor's performance.

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

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Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

8.1 Performance Objectives, Standards and Acceptable Quality Level (AQL)

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and AQLs that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

<u>Work Area</u>	<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level (AQL)</u>	<u>Monitoring Methods</u>
PWS paragraph 3.1	Generate Documentation for Systems and Networks	Documents are technically accurate and grammatically correct.	Technical documents require no more than two (2) review, comment, approval cycles to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.1	Generate the System Security Authorization Agreement (SSAA) and PIT documentation	Documents and revisions are delivered in accordance with agreed upon schedules	90% completed by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

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PWS paragraph 3.1.2	Generate Multiple Risk Assessments	Risk assessment shall describe overall security posture of deployed, prototype, and “proof of concept” systems.	90% completed by due date and to standard CNSS No. 4016, National Information Assurance Training Standard for Risk Analysts. November 2005.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.3	Generate a completed Minimum Security Checklist	Checklist shall include all risk areas identified	90% completed by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.4	Generate DIACAP components	Documents and revisions are delivered in accordance with DIACAP regulations	90% completed by due date	In accordance with 52.246-5 Inspection of Services – Cost

				Reimbursement
PWS paragraph 3.1.5	Generate PIT components	Documents and revisions are delivered in accordance with PIT regulations	90% completed by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.2	Perform Certification Test and Evaluation (CT&E)	Procedures are performed in accordance with approved Test Plan	90% procedures completed and trouble tickets resolved by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.2.	Generate Security Certification Test and Evaluation (CT&E) Plan	Write custom test cases based on the applicable requirement with traceability to requirement	<u>CT&E Plan requires no more than three (3) review, comment, approval cycles to meet acceptance.</u>	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.2	Certification Analysis	In accordance with Government Furnished format	Analysis requires no more than two (2) review, comment, approval cycles to meet acceptance	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

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PWS paragraph 3.2	Software Component Level Security Performance Testing and System Level Vulnerability Scanning	Procedures are performed in accordance with approved Test Plan	90% procedures completed and trouble tickets resolved by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.3	Perform Security Test and Evaluation (ST&E)	Procedures are performed in accordance with the approved Test Plan	90% procedures completed and trouble tickets resolved by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.4	Provide Prevention, Recovery, and Deployment Services	Procedures are performed using the guidance of NIST Special Publication 800-34 appropriate for mission category and requirements ;and, as agreed upon by signatories	Prevention, Recovery, and Deployment Plan and Services tested (simulated) and passed for secure and verifiable recovery of mission and business support, essential, or critical functions	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

PWS paragraphs 3.5	Provide Network Security Engineering Services	Network device control program to conforms with DISA Network Infrastructure and Enclave STIG	Compliance with DoD Ports, Protocols, Services (PPS), connection rules, remote access policies, and controlled interfaces.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

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PWS paragraph 3.6	Provide Software and Systems Engineering, Development and Testing for Architectural Design	Procedures are performed in accordance with an approved DoD Security Engineering & C&A Model, such as the DIACAP and ISO 21827 to develop and test an IA Enabled IA-or IA-Enabled Product or Common Criteria (CC) Evaluated Level (EAL) 2 or higher.	Activities and Tasks accepted by Program or Project IAM or IA Lead in coordination with Navy CA review.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.7	Information Assurance, Network Architecture & Systems Design Research and Development (R&D)	Develop white papers; and recommendations for the implementation of new best practices.	Documentation requires no more than two (2) review, comment, approval cycles to meet acceptance	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.8	Meeting Support	Attend meetings as required and provide minutes, action item lists	Attend 90% of required meetings; provide minutes and action item lists on time.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.9	Conduct Analyses	Perform inferential statistical analysis and selected extended analysis using data such as cost estimates, flow, volume metrics, false alarm rates, screening entity profiles, and technology make and model information to make recommendations regarding potential effectiveness and suitability.	Analysis requires no more than two (2) review, comment, approval cycles to meet acceptance	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.10	Technical Writing	Prepare, review, revise, and maintain technical documents including software and systems engineering, system operations, testing, and user documentation, installation, configuration and how-to documentation, code documentation for software; implementation guides and end-user guides; field, data definition, and data flow documentation, technical publications from pamphlets, technical drawings,	Technical documents require no more than two (2) review, comment, approval cycles to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

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PWS paragraph 3.11	Program Management Support	Generate program management documentation and tools	Documents require no more than two (2) review, comment, approval cycles to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.12	VROCC Support	Perform security implementation, network administration and system administration of all operational VPMS Test Bed Systems.	90% procedures completed and issues resolved by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSW PCD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>. Reporting inputs shall 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>.

SECTION D PACKAGING AND MARKING

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) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor:

Name of Individual Sponsor

Name of Requiring Activity

City and State
- 6) Distribution Statement D

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

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(End of Text)

DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall carry at a minimum the following Distribution Limitation Statement. Other statements may apply depending on the subject area and program. These statements will be supplied as GFI as needed. Word-processing files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. Additionally, each diskette delivered shall be marked externally with the statements and proper security classification.

DISTRIBUTION STATEMENT D - Distribution authorized to the Department of Defense and U.S DOD Contractors only; Administrative or Operational Use (date statement applied). Other request for this document shall be referred to: Commander Naval Surface Warfare Center Panama City Division, Panama City, FL 32407 ATTN: Code E25.

Destruction Notice - For classified documents, follow the procedures in DOD 5220.22M, National Industrial

Security Program Operating Manual and Chapter 5, Section 7 of DOD 5200.1R, Information Security Program Regulation. For unclassified limited documents, destroy by any method that will prevent disclosure of the contents or reconstruction of the document.

Any document or portion thereof carrying the above statement must be submitted to NSWC PCD and be approved for public release prior to any public display or presentation.

SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

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.

QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting

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System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	12/1/2015 - 11/30/2016
9000	12/1/2015 - 11/30/2016

CLIN - DELIVERIES OR PERFORMANCE

Services described in this Task Order may be performed at the Contractor's facility, Government facilities identified in Section C and travel locations specified by the COR. Location is dependent upon type of task being performed.

DURATION OF TASK ORDER PERIOD

This Task Order shall become effective on the date of award and shall continue for a period of one year. The order may continue for up to four additional years if the options are exercised.

ITEM(S)	FROM - TO
CLIN 7000 Base Year - Labor November 2016	From 1 December 2015 through 30
CLIN 9000 Base Year - ODC November 2016	From 1 December 2015 through 30
CLIN 7001 Option 1 - Labor November 2017	From 1 December 2016 through 30
CLIN 9001 Option 1 - ODC November 2017	From 1 December 2016 through 30
CLIN 7002 Option 2 - Labor November 2018	From 1 December 2017 through 30
CLIN 9002 Option 2 - ODC November 2018	From 1 December 2017 through 30
CLIN 7003 Option 3 - Labor November 2019	From 1 December 2018 through 30
CLIN 9003 Option 3 - ODC November 2019	From 1 December 2018 through 30
CLIN 7004 Option 4 - Labor November 2020	From 1 December 2019 through 30
CLIN 9004 Option 4 - ODC November 2020 (End of Text)	From 1 December 2019 through 30

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 GOVERNMENT CONTRACT ADMINISTRATION

POINTS OF CONTACT:

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Defense Contract Management Agency (DCMA):

DCMA San Diego

7675 Dagget Street

Suite 200

San Diego, CA 92111-1141

Defense Finance and Accounting System (DFAS):

DFAS Columbus Center

P.O. Box 182381

Columbus, OH 43218-2381

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.

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(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).

Invoice and Receiving Report Combo

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

Destination/Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill inapplicable 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
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N61331
Admin DoDAAC	S0514A
Inspect By DoDAAC	N/A
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	S0514A
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.

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

(g) WAWF point of contact.

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

NSWC PCD WAWF Point of Contact (POC):

E-mail: NSWC_WAWF@navy.mil

Phone: (850) 636-6085

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

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1)(NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

252.204-0002 Line item specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the Sub-contract Line Item Number (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, unless the obligation is an increase to an existing Accounting Classification Reference Number (ACRN), in which case the existing SLIN and ACRN will be increased. Accounting for expenditures and invoicing at the SLIN level is required.

SPECIAL INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN as identified on the TI.

Accounting Data

SLINID PR Number

Amount

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 700001 130052893000001 [REDACTED]
 LLA :
 AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003086586

900001 130052893000002 [REDACTED]
 LLA :
 AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003086586

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 02 Funding 0. [REDACTED]
 [REDACTED]

MOD 03

700002 130055293700001
 [REDACTED] LLA :
 AB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003302134

MOD 03 Funding 30000.00
 Cumulative Funding 230000.00

MOD 04

700003 130055561700001
 [REDACTED] LLA :
 AC 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003321764

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

700004 130055899900001
 [REDACTED] LLA :
 AD 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003346862

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

700005 130056233500001
 [REDACTED] LLA :
 AE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003370028

MOD 06 Funding 100000.00
 Cumulative Funding 400000.00

MOD 07

700006 130057144800001
 [REDACTED] LLA :
 AF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003444290

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MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08 Funding 0.00
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.

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 in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [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 (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed indirect support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately [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

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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 under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the

Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(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 Text)

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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.

NAVSEA 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: (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.

CERTIFICATION

IA personnel shall be certified and trained at a minimum of IAT Level 2 as per DOD 8570.01-M and meet the personnel security requirements for suitability and trustworthiness as per DoDI 8500.01 dated March 14, 2014 and DoD 5200.2-R dated January 1987 as amended prior to award.

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Certified Information Systems Security Professional (CISSP) to be accomplished within the Transition Period and addressed in the Transition Plan.

NAVSEA 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:

CPFF/CPIF/ODC			
ITEM	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
7000			
9000			

(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 N/A 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.

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SECTION I CONTRACT CLAUSES

ALL CLAUSES CONTAINED IN THE BASIC, MULTIPLE AWARD CONTRACT APPLY TO ANY TASK ORDER RESULTING FROM THIS SOLICITATION. ADDITIONALLY, THE BELOW CLAUSES ARE ALSO INCLUDED AT THE TASK ORDER LEVEL.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/vffara.htm> <http://acquisition.gov/far/>

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
52.216-8 FIXED FEE (JUNE 2011)
52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)
52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT(DEC. 2007)
52.227-3 PATENT INDEMNITY (APR 1984)
52.227-10 FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007)
52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (DEC 2007)
52.227-13 PATENT RIGHTS -- OWNERSHIP BY THE GOVERNMENT (DEC 2007)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
52.232-20 LIMITATION OF COST (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (MAR 2011)
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)
252.227-7016 RIGHTS IN BID AND PROPOSAL INFORMATION (JAN 2011)
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995)
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS

52.217-8 - OPTION TO EXTEND SERVICE (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the task order period of performance.

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

- (a) The Government may extend the term of this contract by written notice(s) to the Contractor within 30 days; 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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total man hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man hours specified in paragraph (a) of the aforementioned requirement have been expended.

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 \$ 0.00 or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.244-2 SUBCONTRACTS (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

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“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER’S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

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(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **To Be Completed at Award**

(End of Clause)

252.215-7008 ONLY ONE OFFER (JUN 2012)

(a) The provision at FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data other Than Certified Cost or Pricing Data, with any alternate included in this solicitation, does not take effect unless the Contracting Officer notifies the offeror that —

- (1) Only one offer was received;

and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Upon such notification, the offeror agrees, by submission of its offer, to provide any data requested by the Contracting Officer in accordance with FAR 52.215-20.

(c) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

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252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor --

(1) Agrees not to –

(i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration–

(A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor’s or Subcontractor’s agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404. (End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachments:

DD 254 Form Contract Security Classification Specification

Contract Data Requirements List