

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 16-Nov-2018	4. REQUISITION/PURCHASE REQ. NO. 1300751065	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A	
SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 pamela.shafer@navy.mil 843-218-6304		DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375		SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GROVE RESOURCE SOLUTIONS, INC 5295 Westview Drive, Ste 125 Frederick MD 21703	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7736 / N6523617F3114
	10B. DATED (SEE ITEM 13) 20-Sep-2017
CAGE CODE 1RTX7	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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 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) Patrick O'Mara, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shauna Tangemann, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Patrick O'Mara (Signature of person authorized to sign)	15C. DATE SIGNED 26-Nov-2018
16B. UNITED STATES OF AMERICA BY /s/Shauana Tangemann (Signature of Contracting Officer)	16C. DATE SIGNED 26-Nov-2018

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 realign funding from CLIN 700201 to CLIN 9101 in the amount of \$ and add subcontractor Scientific Research Corporation. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$ by \$ to \$ .

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700201	RDT&E			
910001	O&MN,N			

The total value of the order is hereby increased from \$ by \$ to \$ .

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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	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Base Year (O&MN,N)	1.0	LO			
700001	R425	NWA: 100001276604-0010 CRM Tracking: 17-00606 ACRN: AA (O&MN,N)					
700002	R425	NWA: 100001273963-0010 CRM Tracking: 17-00606 ACRN: AB (O&MN,N)					
700003	R425	ACRN: AD NWA: 100001382019-0870 Exp: 09/30/2018 PR: 1300724760 (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001		Base Year - Contract Data Requirement's List In accordance with DD-1423, Exhibit A, and the Performance Work Statement. Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Base Year (RDT&E)	1.0	LO			
700201	R425	ACRN: AC PR: 1300706110 FUNDING DOC: M9545018RCR8423 NWA: 100001354423-0870 (RDT&E)					
7100	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 1 (O&MN,N)	1.0	LO			
710001	R425	ACRN: AD NWA: 100001382019-0870 Exp: 09/30/2018 PR: 1300724760 (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101		Option Year 1 - Contract Data Requirement's List In accordance with DD-1423, Exhibit A, and the Performance Work Statement. Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7102	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 1 (RDT&E) (RDT&E)	1.0	LO			
710201	R425	ACRN: AC NWA: 100001380887-0870 EXP: 09/30/19 Cost Code: 8RCR8721113I (RDT&E)					
7200	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 2 (O&MN,N) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201		Option Year 2 - Contract Data Requirement's List In accordance with DD-1423, Exhibit A, and the Performance Work Statement. Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7202	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 2 (RDT&E) (RDT&E) Option	1.0	LO			
7300	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 3 (O&MN,N) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301		Option Year 3 - Contract Data Requirement's List In accordance with DD-1423, Exhibit A, and the Performance Work Statement. Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7302	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 3 (RDT&E) (RDT&E)  Option	1.0	LO			
7400	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 4 (O&MN,N)  Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401		Option Year 4 - Contract Data Requirement's List In accordance with DD-1423, Exhibit A, and the Performance Work Statement. Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7402	R425	Quick Reaction Capabilities Engineering Support IAW Section C - Option Year 4 (RDT&E) (RDT&E)  Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	Quick Reaction Capabilities Engineering Support ODCs - Base Year (O&MN,N)	1.0	LO			
900001	R425	NWA: 100001276604-0010 CRM Tracking: 17-00606 ACRN: AA (O&MN,N)					
9100	R425	Quick Reaction Capabilities Engineering Support ODCs - Option Year 1 (O&MN,N)	1.0	LO			
910001	R425	ACRN: AC PR: 1300751065 FUNDING DOC: M9545018RCR8423 NWA: 100001354423-0870 Funds Expire: 9/30/2019 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	Quick Reaction Capabilities Engineering Support ODCs - Option Year 2 (O&MN,N)  Option	1.0	LO	
9300	R425	Quick Reaction Capabilities Engineering Support ODCs - Option Year 3 (O&MN,N)  Option	1.0	LO	
9400	R425	Quick Reaction Capabilities Engineering Support ODCs - Option Year 4 (O&MN,N)  Option	1.0	LO	

**ADDITIONAL SLINS**

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

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

Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

Year	Fixed Fee	Hours	Fee per Direct Labor Hour
Base			
Option Year 1			
Option Year 2			
Option Year 3			
Option Year 4			

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S. Code 2410 (a). Therefore, this period of performance may not exceed [September 19, 2018](#).

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

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

**SHORT TITLE:** Quick Reaction Capabilities Engineering Support

#### 1.0 PURPOSE

##### 1.1 BACKGROUND

Military intelligence is inherently incomplete and often lacks the desired degree of detail and reliability. Given the global proliferation of advanced technologies, it has become even more challenging to close the gap between knowing and not knowing. Today's technology offers anyone the ability to quickly find information, communicate it with peers, and aggregate data to complete a story.

The Department of Navy (DoN) intelligence community (IC) is seeking technologies that enable its professionals to reduce uncertainty in the battlespace. It is paramount that intelligence gaps be rapidly addressed in order to gain information dominance over all adversaries. Some current DoN intelligence acquisition program systems lag current open-market technologies and are unable to seam the gap between knowing and not knowing. It has become imperative to rapidly provide tools that address DoN intelligence acquisition program systems' capability gaps or emergent operational intelligence needs requiring near-term technical solutions.

##### 1.2 SCOPE

The Expeditionary (Ex) Technology Improvement, Innovation, & Quick Reaction Capability (ITIIQRC) Integrated Product Team (IPT) is seeking innovative and/or improvement solutions that utilize a speed time-to-market approach, but does not compromise the state of well-being within the acquisition programs. Contractor support is required in order to respond to the increased demand for Marine Corps Intelligence, Surveillance and Reconnaissance Enterprise (MCISR-E) capabilities and advanced analytics functionality that supports the collection, processing, exploitation, and dissemination via multiple delivery methods.

This TO is funded with multiple appropriations as delineated on specified contract line item numbers (CLINs). The TO period of performance spans one (1) base year and four (4) option years. The applicable PWS task(s) associated with each funding CLIN is outlined in Section B and Section G of the RFP.

NOTE: Work will not be performed in Afghanistan.

#### 2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

The Contractor shall ensure all work accomplished on task utilizes the best commercial practices and current acceptable industry standards. The applicable references and standards invoked will vary within

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individual tasks. In accordance with Defense Acquisition Policy changes, maximum utilization of non-Government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked.

## 2.1 REQUIRED DOCUMENTS

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

	Document Number	Title
a.	DoD 5200.2-R	DoD Regulation – Personnel Security Program dtd Jan 87
b.	DoDM 5200.01	DoD Manual – Information Security Program Manual dtd 24 Feb 12
c.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
d.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
e.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM) dtd 28 Feb 06
f.	DoDI 5220.22	DoD Instruction – National Industrial Security Program dtd 18 Mar 11
g.	DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
h.	DoDI 8500.01	DoD Instruction – Cybersecurity dtd 14 Mar 14
i.	DoDI 8510.01	DoD Instruction – Risk Management Framework (RMF) for DoD Information Technology (IT) dtd 12 Mar 14
j.	DoD 8570.01-M	Information Assurance Workforce Improvement Program dtd 19 Dec 05 with Change 3 dtd 24 Jan 12
k.	DoDD 8570.01	DoD Directive – Information Assurance Training, Certification, and Workforce Management dtd 15 Aug 04
l.	SECNAV M-5239.2	DON Information Assurance Workforce Management Manual dtd May 2009
m.	SECNAV M-5510.30	Secretary of the Navy Manual – DoN Personnel Security Program dtd Jun 2006
n.	SECNAVINST 5239.3B	DoN Information Assurance Policy, 17 Jun 09
o.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
p.	SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
q.	SPAWARINST 5721.1B	SPAWAR Section 508 Implementation Policy, 17 Nov 09
r.	COMUSFLTFORCOM/COMPACFLTINST 6320.3A	Commander US Fleet Forces Command/Commander US Pacific Fleet Instruction, Medical Screening For US Govt Civilian Employees, Contractor Personnel, and Guests prior to embarking Fleet Units, of 7 May 13

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s.	MARADMIN 185/12	MCBUL 5239 MARINE CORPS CERTIFICATION AND ACCREDITATION PROCESS (MCCAP) VALIDATOR REQUIREMENTS
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## 2.2 GUIDANCE DOCUMENTS

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

	Document Number	Title
a.	MIL-HDBK-61A	Configuration Management
b.	MIL-STD-1916	DoD Test Method Standard – DoD Preferred Methods for Acceptance Of Product
c.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS), 20 Dec 10
d.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
e.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
f.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
g.	ISO/IEC 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
h.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
i.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
j.	DoDM-1000.13-M-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle dtd 23 Jan 14
k.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
l.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
m.	N/A	SSC Atlantic Contractor Check-in portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin</a>
n.	N/A	SSC Atlantic OCONUS Travel Guide portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide</a>
o.	SPAWARSYSCENLANTINST 12910.1A	Space and Naval Warfare Systems Center Atlantic Instruction – Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09

## 2.3 SOURCE OF DOCUMENTS

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

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

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

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

### **3.0 PERFORMANCE REQUIREMENTS**

The following paragraphs list all required support tasks that will be required throughout the task order life. The Contractor shall provide necessary resources and knowledge to perform the listed tasks. The Contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 24 Apr 12, the Contractor shall ensure proper notification and status updates of installation work performed outside of SPAWARSYSCEN Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

#### **3.1 PROGRAM MANAGEMENT**

The Contractor shall be responsible for ensuring all deliverables and requirements are satisfied on time and within budget and according to the project management parameters dictated by the IPT. This includes the development of project schedules and other related project artifacts. The Contractor shall provide monthly status reports as part of the Task Order Administration documents. Program reviews will be held to address technical and financial status when directed by the Government.

##### **3.1.1 Program Support**

The Contractor shall work with the Government project manager supporting the needs of the program at the task order level. The Contractor shall prepare project documentation (meeting minutes, presentation, briefs and agendas) (CDRL A001).

##### **3.1.1.1 Process Development and Improvement**

The Contractor shall define a plan to improve existing processes and address process gaps. The Contractor shall support the sub-portfolio and IPT in planning, monitoring, measuring, reporting and maintaining a process improvement effort.

The Contractor shall support the IPT in creating, updating, and maintaining process documentation in a designated asset library.

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The Contractor shall guide deployment of changes to processes and work products through the sub-portfolio and underlying IPTs.

### 3.1.1.2 Strategic Planning and Communications

The Contractor shall aid in the strategic planning and execution of IPT-wide policies, practices and initiatives. The Contractor shall provide guidance and support the development of strategic organizational change plans and concepts.

## 3.2. ENGINEERING SUPPORT

### 3.2.1 Information Assurance

Information Assurance (IA) includes tasks which the Contractor shall protect and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

3.2.1.1 The Contractor shall conduct security assessments for system software baselines. The assessment shall be conducted in accordance with the requirements outlined in Intelligence Community Directive 503 (ICD 503).

3.2.1.2 The contractor shall be a USMC Validator and meet the requirements outlined in MARADMIN 185/12 'Marine Corps Certification and Accreditation Process (MCCAP) Validator'.

3.2.1.3 The Contractor shall perform security scans on Windows, Linux, Solaris Operating Systems, and DBA related tasks in Oracle utilizing the appropriate version of Windows Automated Security System Program (WASSP), Security Scan (SECSCN), Retina, Assured Compliance Assessment Solution (ACAS), Security Content Automation Protocol (SCAP), Vulnerator or latest approved tool.

3.2.1.4 The Contractor shall provide Security Technical Implementation Guide (STIG) verification and DoD Risk Management Framework (RMF) support on all applicable federal IT systems and programs scheduled for IA accreditation.

3.2.1.5 The Contractor shall ensure compliance with the latest Defense Information Systems Agency (DISA) STIG checklist.

3.2.1.6 The Contractor shall provide Information Assurance Vulnerability Alert (IAVA) updates in accordance with the Certification and Accreditation (C&A) office.

3.2.1.7 The Contractor shall provide IA patches to software within the timeline specified by USMC/DoN policy, to include patching/updating already existing systems to ensure they are up to date with current requirements.

3.2.1.8 The Contractor shall ensure all software used is listed as approved software in accordance with the Department of Navy Application and Database Management System (DADMS).

3.2.1.9 The Contractor shall develop and maintain the Plan of Action and Milestones (POA&M) which provides the project with the necessary information and instructions for developing, maintaining, and reporting their weaknesses in information security for the system.

3.2.1.10 The Contractor shall provide training to various sites' Information System Security Officer (ISSO), Information System Security Manager (ISSM) and System Administrator (SA) on duties such as back-up and restore procedures, auditing, security scanning and archiving.

3.2.1.11 The Contractor shall have intimate knowledge of Marine Corps C&A Support Tool (MCCAST) and shall have the ability to create and edit System Security Plans (SSPs). At completion of the assessment, the assessor (TA) shall provide an out brief to ship's force ISSM, ISSO and SA. An

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Authorization to Operate (ATO) accreditation package containing the body of work shall be completed after each successful security assessment.

3.2.1.12 The Contractor shall have in-depth knowledge DoDI 8510.2, DoDI 8500.2, and DON DIACAP. Familiarity with the Application Security and Development STIG is also preferred. The Contractor shall also possess an IAM II or higher DoDI 8570.01 level certification. In accordance with clause 252.239-7001, Contractor personnel performing IA functions shall meet all IA training, certification, and tracking requirements prior to accessing DoD information systems.

3.2.1.13 The Contractor shall support with the Certification and Accreditation (C&A) and Assessment and Authorization (A&A) systems/products. Support shall include: performing system hardening in accordance with ICD-503 guidelines and performing system security scans and mitigations.

#### 3.2.1.14 Information Assurance Personnel

In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.239-7001 and DoDD 8570.01, Contractor personnel performing IA functions shall meet all IA training, certification, and tracking requirements as cited in DoD 8570.01-M (and its planned update – DoD 8140) prior to accessing DoD information systems. The Contractor shall be responsible for tracking and reporting IA personnel, also known as Cyber Security Workforce (CSWF). See PWS Para 5.2.1.3 for CSWF Report (CDRL A008) requirements.

#### 3.2.1.15 Design Changes

Any equipment/system installed or integrated into Navy platform shall meet the IA requirements as specified under DoDI 8500.2.

### 3.2.2 Data Science and Analytics Support

The Contractor shall support the collection and analysis of data sources; analyze data in context of intelligence issues and known collection and analytic priorities; develop advanced data analysis; and develop visualization tools to visualize complex datasets. This will include evaluating data characteristics, data extraction transformation and loading (ETL), data mapping to custom ontologies and data stores, data analysis, and data visualization. Some relevant areas of data analysis are statistics, machine learning, natural language processing, predictive modeling, artificial intelligence, and network analysis.

#### 3.2.2.1 Vocabulary, Taxonomy & Ontology (VTO)

The Contractor shall support the IPT's VTO effort, of a standardized, validated ontology for the Marine Corps Intelligence, Surveillance, and Reconnaissance Enterprise (MCISRE). The Contractor shall complete the tasking through specialized work in ontology and semantic data engineering, to include building documented solutions and empirical analysis while using community standards and best practices.

#### 3.2.3 Software Maintenance

The Contractor shall perform tasks to support the upgrade, modification, integration, and configuration management of various system software baselines. The Contractor shall provide software maintenance support using the appropriate software development kit (SDK) or application program interface (API). The Contractor must document all work by producing a package containing the body of work; this shall be completed after each successful security assessment (CDRL A002).

#### 3.2.4 System Engineering and Technical Support

3.2.4.1 The Contractor shall support in-service engineering activities with maintaining criteria and maintenance tasks for the lifecycle support systems.

3.2.4.2 The Contractor shall ensure that all documentation for systems is technically accurate and

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adequate for the lifecycle support and sustainment.

3.2.4.3 The Contractor shall provide a technical presence with interface or integration efforts Intelligence, Surveillance and Reconnaissance (ISR) programs as they relate.

3.2.4.4 The Contractor shall provide system and data architectural planning support to implemented ontology and data integration efforts.

3.2.4.5 The Contractor shall provide support with the integration of technical parameters and ensure compatibility of all physical, functional, and technical program interfaces to optimize the total system definition and design. This will support an enterprise data modeling, ingestion, fusion, correlation, all-source analytics, and production environment that includes reviews and validation events across the enterprise enablers.

3.2.4.6 The Contractor shall provide input for database development tools, methodologies, guidelines, standards, best practices, and/or reference architecture.

3.2.4.7 The Contractor shall have the resident ability to modify existing interface control documents as appropriate.

3.2.4.8 The Contractor shall have the expertise in supporting and complying with DoN and DoD enterprise initiatives that include Department of Defense Architectural Framework (DoDAF) software architectural design and documentation compliance.

### 3.2.5 Requirements Engineering

The Contractor shall provide requirements engineering support to the collection and analysis of user needs and system operating requirements.

3.2.5.1 The Contractor shall manage the Requirements Traceability Matrix (RTM) (CDRL A002). This includes systems engineering requirements analysis and design to support software integration of intelligence applications into a given ISR architecture.

3.2.5.2 The Contractor shall perform the scientific, technical, and engineering functions necessary to transfer a system operational and/or functional need into a system enhancement through design modification or new design of the systems hardware and/or software.

### 3.2.6 Integration and Assembly

The Contractor shall provide direct support of identified requirements in order to support operational forces deploying to an active theater. Support to these efforts may include: integration of specified software segments; hardware integration; burn-in testing; quality assurance; and technical support.

### 3.2.7 Technical Writing

The Contractor shall support the development, creation and editing of technical and administrative documents for the capabilities, procedures, methods and configurations associated with the programs or projects supported by this task order. This support includes creating, assimilating and editing technical and administrative documents to convey technical material, business processes and policies in a concise and effective manner.

### 3.2.8 SharePoint Development

The Contractor is responsible for customizing the SharePoint User Interface (UI).

3.2.8.1 The Contractor shall develop custom Web Parts and Controls to extend functionality, and

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manipulate SharePoint data via the Client Object Model and via the Server Object Model.

3.2.8.2 The Contractor shall develop business logic and implement it in workflows via SharePoint Developer and Visual Studio; stabilize and deploy SharePoint components by managing features and solutions, storing and retrieving configuration data, and by managing SharePoint object life cycle via the Dispose API. This will be accomplished using the latest MS SharePoint developer tools and languages.

### 3.2.9 Data Futures Management and Data Loss Prevention

The Contractor shall perform data management tasks to identify, organize, and support short and long term data management needs. The Contractor shall also support the identification of data loss and perform preventative actions to communicate data loss and preventative and reactive solutions.

### 3.2.10 Evaluation Efforts

The Contractor shall support evaluation efforts of various disciplines. The Contractor shall be capable of evaluating an application or program, mobile or other, with established platforms and networks to discern and report on a capability solution.

### 3.2.11 Technology Resource Support

The Contractor shall support the experimentation of different combination of tools, ontologies, and or different architectural patterns. The Contractor shall also support the development of any prototypes and collaboration of sponsor needs to accelerate the solutions to approved capabilities to the end users.

### 3.2.12 Graphic Design Support

The Contractor shall be responsible for all design production of digital and print artifacts. The Contractor shall design the layout and creative content for use in IPT artifacts including all briefs, presentations (PowerPoint and web formats) and other printed material for IPT use. Support shall include PowerPoint slide presentations, providing graphics for web use, and offering artistic options regarding expression of ideas. The Contractor shall be able to author, illustrate, edit images, perform print design, perform web design and integrate graphics for visual aids and publications.

## 3.3 USER ENGAGEMENT EVALUATION

### 3.3.1 Evaluation

3.3.1.1 The Contractor shall provide a system integration/qualification test procedures to demonstrate the adequacy and suitability of the product developed or modified in order to achieve the required performance. This testing includes software and hardware. This test may include limited interoperability testing. This testing will validate interoperability with other USMC and DoD C4ISR systems.

3.3.1.2 The Contractor shall provide technical and operational oversight for production testing events related to systems or products specified. This shall include: First Article Tests (FATs), Production Acceptance Tests (PATs), Reliability tests, and Subsystem and Component testing.

### 3.3.2 Studies, Recommendations and White Papers

3.3.2.1 The Contractor shall conduct feasibility studies to include at least the following:

- Identify software
- Analyze software compatibility
- Determine target hardware
- Analyze software/hardware dependencies

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-Address software/ hardware conflicts

In order to accomplish this, the task may include the following:

-Develop an analysis of alternatives

-Evaluate operational and functional impacts of GOTS and COTS and hardware

-Provide software engineering expertise to ensure current and future ISR applications are/will integrated into the architecture

-Review and develop engineering products

-Provide system level analysis of current and future designs

-Determine impact of operational design and requirement changes

3.3.2.2 The Contractor shall conduct an employment and operations assessment (EOA) (CDRL A002).

The EOA shall include:

-Existing and proposed operating forces intelligence doctrine

-Concepts of operation (CONOPS)

-Concepts of employment (COE)

-Tactics, techniques, and procedures (TTP)

-Standard operating procedures (SOP) for garrison and deployed, real-world and exercise environments.

The EOA shall cover the horizontal and vertical operations of the ISR at all echelons and mission domains (ground, air, and logistics). The EOA will be used to support transition to the acquisition program, as appropriate.

3.3.2.3 The Contractor shall provide system engineering and technical support regarding obsolescence issues and system enhancements. Contractor Engineers and Subject Matter Experts (SMEs) must possess the experience and knowledge to conduct in-depth Analysis of Alternative (AoA) studies, provide recommendations and submit White Papers. Impact statements must be developed and submitted on proposed changes as they relate to system reliability and safety. The Contractor shall have cleared and qualified personnel to assemble, integrate (software and hardware), and test all proposed solutions.

### 3.3.3 Software Engineering Modernization and Development

Software engineering includes the design, development, and documentation of software to support a specific Government requirement. Utilization of certified software and computer personnel shall be required.

3.3.3.1 The Contractor (prime and/or subcontractor) that is responsible for leading software development efforts shall define a software development approach appropriate for the computer software effort to be performed under each task. The approach shall be documented in a Software Development Plan (SDP) (CDRL A003). The Contractor shall follow this SDP for all computer software to be developed or maintained under this effort. One SDP shall be developed to support the unique software requirements for each task order/project. At a minimum, the SDP shall meet the criteria specified in the CDRL DD1423 using IEEE Std 12207-2008 and the task order PWS.

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3.3.3.2 The Contractor shall support the software development and configuration management of various software baselines by determining and designing system specifications, standards, and programming. The Contractor shall provide software development support using languages such as Java, JavaScript, C#, PHP, R, Python, Groovy, and SQL. The user of related software development kit (SDK) or application program interface (API) and all information assurance standards will be required. The ability to determine operational feasibility by evaluating analysis, problem definition, requirements, solution development, and proposed solutions is required. The Contractor shall document all work by producing a package containing the body of work that includes solutions by developing documentation, flowcharts, layouts, diagrams, charts, code comments and clear code.

#### **4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS**

##### **4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS**

When applicable, the Contractor shall be responsible for the following:

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

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

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

4.1.4 Work with Government personnel to ensure compliance with all current Navy IT & cybersecurity policies, including those pertaining to Cyber Asset Reduction and Security (CARS).

4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 12 Mar 2014 prior to integration and implementation of IT solutions or systems.

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

##### **4.2 ACQUISITION OF COMMERCIAL SOFTWARE PRODUCTS, HARDWARE, AND RELATED SERVICES**

Contractors recommending or purchasing commercial software products, hardware, and related services supporting Navy programs and projects shall ensure they recommend or procure items from approved sources in accordance with the latest DoN and DoD policies.

###### 4.2.1 DoN Enterprise Licensing Agreement/DoD Enterprise Software Initiative Program

Pursuant to DoN Memorandum – Mandatory use of DoN Enterprise Licensing Agreement (ELA) dtd 22 Feb 12, Contractors that are authorized to use Government supply sources per FAR 51.101 shall verify if the product is attainable through DoN ELAs and if so, procure that item in accordance with appropriate ELA procedures. If an item is not attainable through the DoN ELA program, Contractors shall then utilize DoD Enterprise Software Initiative (ESI) program (see DFARS 208.74) and Government-wide SmartBuy program (see DoD memo dtd 22 Dec 05). The Contractor shall ensure any items purchased outside these programs have the required approved waivers as applicable to the program.

###### 4.2.2 DoN Application and Database Management System (DADMS)

The Contractor shall ensure that no Functional Area Manager (FAM) disapproved applications are integrated, installed or operational on Navy networks. The Contractor shall ensure that all databases that use database management systems (DBMS) designed, implemented, and/or hosted on servers and/or mainframes supporting Navy applications and systems be registered in DoN Application and Database

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Management System (DADMS) and are FAM approved. All integrated, installed, or operational applications hosted on Navy networks must also be registered in DADMS and approved by the FAM. No operational systems or applications will be integrated, installed, or operational on the RDT&E network.

#### 4.3 SECTION 508 COMPLIANCE

The Contractor shall ensure that all software recommended, procured, and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and pursuant to SPAWARINST 5721.1B of 17 Nov 2009. In accordance with FAR 39.204, this requirement does not apply to Contractor acquired software that is incidental to the task, software procured/developed to support a program or system designated as a National Security System (NSS) or if the product is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

#### 4.4. SOFTWARE DEVELOPMENT/MODERNIZATION AND HOSTING

The Contractor shall ensure all programs utilizing this task order for software development/modernization (DEV/MOD), including the development of IT tools to automate SPAWARSYSCEN Atlantic business processes are compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. Contractors shall neither host nor develop IT tools to automate SPAWARSYSCEN Atlantic business processes unless specifically tasked within the task order. The Contractor shall ensure IT tools developed to automate SPAWARSYSCEN Atlantic business processes will be delivered with full documentation (CDRL A004) and source code (CDRL A005) to allow non-proprietary operation and maintenance by any source. The Contractor shall ensure all programs are submitted with proof of completed DEV/MOD certification approval from the appropriate authority in accordance with DON policy prior to TO award. (DITPR-DON Update) \*Note must be listed on Investment Review Board (IRB) approved list.

### 5.0 TASK ORDER ADMINISTRATION

Task order administration is required for all task orders; it provides the Government a means for task order management and monitoring. Regardless of the level of support, the ultimate objective of the Contractor is ensuring the Government's requirements are met, delivered on schedule, and performed within budget.

#### 5.1 TASK ORDER LIAISON

The Contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work with the Government Contracting Officer and Contracting Officer's Representative (COR), as applicable. The Contractor PM, located in the Contractor's facility, shall ultimately be responsible for ensuring that the Contractor's performance meets all Government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order proposals or modifications in emergent situations. The PM shall ultimately be responsible for the following: personnel management; management of Government material and assets; and personnel and facility security. In support of open communication, the Contractor shall initiate periodic meetings with the COR.

#### 5.2 TASK ORDER MONITORING AND MAINTENANCE

The Contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day in order to facilitate a timely task order (TO) modification. To address urgent requirements, the Contractor shall have processes established during business and non-business hours/days in order to provide all necessary documentation and resources to

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facilitate a timely TO modification. *NOTE: Directly billing to a TO prior to TO award is prohibited.*

#### 5.2.1 Task Order Administration Documentation

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

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

The Contractor shall develop a Task Order Status Reports (CDRL A006) and submit it monthly. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

(a) Monthly TOSR – the Contractor shall develop and submit a TO status report monthly at least 30 days after TO award on the 10<sup>th</sup> of each month for those months the TO is active. The Contractor shall report on various TO functions: performance, schedule, financial, business relations, and staffing plan/key personnel; see applicable DD Form 1423 for additional reporting details and distribution instructions. This CDRL includes a Staffing Plan (Attachment 1), Personnel Listing (Attachment 2), and Government Furnished Property (GFP) Template (Attachment 3) necessary for additional data collection as applicable.

(b) Data Calls – the contractor shall develop and submit a data call report which is e-mailed to the COR within six working hours of the request, unless otherwise specified by TO. The contractor shall ensure all information provided is the most current. Cost and funding data will reflect real-time balances. Report will account for all planned, obligated, and expended charges and hours. At a minimum unless otherwise noted, the contractor shall include in the data call the following items and data:

1. Percentage of work completed
2. Percentage of funds expended
3. Updates to the POA&M and narratives to explain any variances
4. List of personnel (by location, security clearance, quantity)
5. Most current GFP and/or CAP listing

##### 5.2.1.2 Task Order Closeout Report

The Contractor shall develop a task order (TO) closeout report (CDRL A007) and submit it no later than 15 days before the TO completion date. The Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

##### 5.2.1.3 Cybersecurity Workforce (CSWF) Report

DoD 8570.01-M and DFAR's PGI 239.7102-3 have promulgated that Contractor personnel shall have documented current cybersecurity certification status within their TO. The Contractor shall develop, maintain, and submit a CSWF Report (CDRL A008) monthly. IAW clause DFARS 252.239-7001, if cybersecurity support is provided, the Contractor shall provide a Cybersecurity Workforce (CSWF) list that identifies those individuals who are IA trained and certified. Utilizing the format provided in CSWF CDRL Attachment 1, the prime Contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions. The Contractor shall verify with the COR or other Government representative the proper labor category cybersecurity designation and certification requirements.

##### 5.2.1.4 WAWF Invoicing Notification and Support Documentation

Pursuant to DFARS clause 252.232-7003 and 252.232-7006, the Contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (part of the Wide Area Work Flow (WAWF) e-Business Suite) which is a secure Government web-based system for electronic invoicing, receipt, and acceptance. In accordance with clause

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252.232-7006, the Contractor shall provide e-mail notification to the COR when payment requests are submitted to the iRAPT/WAWF and the Contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. The Contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A009) directly to the COR within 24 hours of request to support in validating the invoiced amount against the products/services provided during the billing cycle.

#### 5.2.1.5 Labor Rate Limitation Notification

For all cost type, labor-hour service TO, the Contractors shall monitor the following labor rates as part of the monthly TO status report (see TOSR CDRL Attachment 2 – Personnel Listing). The Contractor shall initiate required notification if specified threshold values are met. The ability of a Contractor to monitor labor rates effectively will be included in the task order Quality Assurance Surveillance Plan (QASP).

(a) Fully burden labor rates per person (subcontractor included) charged on task order – If the actual invoiced fully burden rate (inclusive of fee) of any individual in any labor category exceeds the threshold amount of \$165.00/hour and the individual's rate was not disclosed in pre-award of the TO, the Contractor shall send notice and rationale (CDRL A010) for the identified labor rate to the COR who will then send appropriate notification to the Contracting/Ordering Officer. NOTE: Within one labor category, if the total collective estimated and/or actual hours in any given period of performance are less than or equal to 500 labor hours, the labor category is excluded from the required CDRL notification regardless if an individual within that labor category exceeds the threshold.

(b) Average actual labor rates (total actual fully burdened labor costs "divided by" total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs "divided by" total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, the Contractor shall send notice and rationale (CDRL A010) for the rate variance to the COR who will then send appropriate notification to the Contracting /Ordering Officer. Additionally, Contractors shall notify the COR if variances exceed 15% for more than three consecutive months. Contractors shall annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly TO status reports.

#### 5.2.1.6 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the awarded amount) by 10%, the Contractor shall send notice and rationale (CDRL A010) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a Contractor to monitor ODCs will be included in the task order Quality Assurance Surveillance Plan (QASP).

#### 5.2.1.7 Limitation of Subcontracting

The contractor shall develop and submit a Limitation of Subcontracting Report (LSR) (CDRL A017) every 3 months. See applicable DD Form 1423 for reporting details and distribution instructions. The labor cost provided should correspond to the cumulative monthly submitted invoices. The Government reserves the right to perform spot checks and/or request copies of any supporting documentation.

### 5.3 EARNED VALUE MANAGEMENT (EVM)

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

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develop and maintain, a Contract Funds Status Report (CDRL A011) to help track cost expenditures against performance.

## 6.0 QUALITY

### 6.1 QUALITY SYSTEM

Upon task order award, the prime Contractor shall have and maintain a quality assurance process that meets task order requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The Contractor shall have a sufficiently documented quality system which contains procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a Contractor's internal auditing system. Thirty (30) days after task order award, the Contractor shall provide to the Government a copy of its Quality Assurance Plan (QAP) and any other quality related documents (CDRL A012) as applicable to the TO. The Contractor shall make the quality system available to the Government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this task order may continue to be used. If any quality documentation is disapproved or requires revisions, the Contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the Contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the Contractor's quality assurance plan and development of quality related documents. At a minimum, the Contractor shall ensure their quality system meets the following key criteria:

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

### 6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

#### 6.2.1 General

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

### 6.3 QUALITY ASSURANCE

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

#### 6.4 QUALITY CONTROL

The Contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the Contractor shall submit related quality objective evidence upon request. Quality objective evidence (CDRL A012) includes any of the following as applicable:

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

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

#### 6.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the task order's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the Contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A013) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A014) submitted monthly.

### 7.0 DOCUMENTATION AND DELIVERABLES

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

The following CDRL listing identifies the data item deliverables required under this task order and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. The Contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. The Contractor shall not develop any CDRL classified TOP SECRET with SCI.

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due
A001	Program Management Reports	3.1.1	ASREQ	Within 7 business days from request

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CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due
A002	Technical/Analysis Reports	3.2.3, 3.2.5.1, 3.3.2.2	ASREQ	Within 14 business days from request
A003	Software Development Plan (SDP)	3.3.3.1	One time with revisions (ONE/R)	30 Days after request; revision NLT 7 days after receipt of gov review
A004	Software Documentation/Programmer's Guide	4.4	ONE/R	14 days before completion of TO; revision NLT 7 days after receipt of gov review
A005	Source Code	4.4	ONE/R	14 days before completion of TO; revision NLT 7 days after receipt of gov review
A006	Task Order Status Report	5.2.1.1, 8.1.2	MTHLY	30 Days after TO award (DATO) and monthly on the 10th
A007	Task Order Closeout Report	5.2.1.2	1TIME	NLT 15 days before completion date
A008	Cybersecurity Workforce (CSWF) Report	3.2.1.14, 5.2.1.3, 8.1.2	MTHLY	30 DATO and monthly on the 10th
A009	Invoice Support Documentation	5.2.1.4	ASREQ	Within 24 hrs from request
A010	Limitation Notification & Rationale	5.2.1.5, 5.2.1.6	ASREQ	Within 24 hrs from occurrence
A011	Contract Funds Status Report (CFSR)	5.3	MTHLY	10 <sup>th</sup> of Each Month
A012	Quality Documentation	6.1, 6.4	ASREQ	Within 24 hrs from request
A013	Cost and Milestones Schedule Plan	6.5	One time with revisions (ONE/R)	NLT 10 DATO; revision NLT 7 days after receipt of govt review
A014	Contractor CPARS Draft Approval Document (CDAD) Report	6.5	MTHLY	30 DATO and monthly on the 10 <sup>th</sup>
A015	OCONUS Deployment Documentation and Package	14.4	ASREQ	NLT 7 DATO & 30 days prior to each departure
A016	Transition Plan	17.5	ONE/R	NLT 60 days before completion date
A017	Limitation of Subcontracting Report	5.2.1.7	TRI-MTHLY	NLT 105 DATO and every third month on the 10th

7.2 ELECTRONIC FORMAT

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

	<b>Deliverable</b>	<b>Software to be used</b>
a.	Word Processing	Microsoft Word
b.	Spreadsheet/Graphics	Microsoft Excel
c.	Presentations	Microsoft PowerPoint
d.	Scheduling	Microsoft Project

### 7.3 INFORMATION SYSTEM

#### 7.3.1 Electronic Communication

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

#### 7.3.2 Information Security

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

##### 7.3.2.1 Safeguards

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

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." The Contractor shall ensure all solutions meet FIPS 140-2 compliance requirements.

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- (e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- (f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- (g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- (h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- (i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:
1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
  3. Prompt application of security-relevant software patches, service packs, and hot fixes.
- (j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).
- (k) Report loss or unauthorized disclosure of information in accordance with task order or agreement requirements and mechanisms.

#### 7.3.2.2 Compliance

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

## 8.0 SECURITY

### 8.1 ORGANIZATION

#### 8.1.1 Security Classification

In accordance with the DoD Contract Security Classification Specification, DD Form 254, classified work is performed under this task order. The Contractor shall have at the time of task order award and prior to commencement of classified work, a TOP SECRET facility security clearance (FCL).

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The following PWS task(s) requires access to classified information up to the level of SECRET: 3.2.3, 3.2.4, 3.2.5-3.2.12, and 3.3.2-3.3.2.3. The following PWS task(s) requires access to classified information up to the level of TOP SECRET/SCI: 3.2.1-3.2.2.1, 3.3.1, and 3.3.3. PWS task(s) Para 3.1-3.1.1.2 do not required access to classified information. U.S. Government security clearance eligibility is required to access and handle classified and certain controlled unclassified information (CUI), attend program meetings, and/or work within restricted areas unescorted. Access to SCI is limited to U.S. Government Facilities or other U.S. Government sponsored SCI Facilities (SCIFs) authorized on the DD254. The Contractor shall not generate any SCI deliverables.

#### 8.1.2 Security Officer

The Contractor shall appoint a Facility Security Officer (FSO) to support those Contractor personnel requiring access to Government facility/installation and/or access to information technology systems under this task order. The FSO is key management personnel who is the Contractor's main POC for security issues. The FSO shall have a U.S. Government security clearance equal to or higher that the FCL required on this task order. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on this task order. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is an attachment to the task order status report (TOSR) (CDRL A006). FSO shall also update and track data in the Cyber Security Workforce (CSWF) (CDRL A008).

## 8.2 PERSONNEL

The Contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD 8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on the task order, the Contractor shall ensure all personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access required for the task order, and if applicable, are certified/credentialed for the Cybersecurity Workforce (CSWF). A favorable background determination is determined by either a National Agency Check with Inquiries (NACI), National Agency Check with Law and Credit (NACLC), or Single Scope Background Investigation (SSBI) and favorable Federal Bureau of Investigation (FBI) fingerprint checks. Investigations are not necessarily required for personnel performing unclassified work who do not require access to Government installations/facilities, Government IT systems and IT resources, or SPAWARSYSCEN Atlantic information. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet or cannot maintain the minimum fitness standard, the Contractor shall permanently remove the individual from SPAWARSYSCEN Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a fitness determination or security clearance is "denied" or receives an "Interim Declination," the Contractor shall remove the individual from SPAWARSYSCEN Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All Contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on task and contract.

#### 8.2.1 Personnel Clearance

All personnel associated with this task order shall possess a **SECRET** personnel security clearance (PCL). Some of the individual tasking within this task order will require personnel to possess higher clearance levels such as TOP SECRET with SSBI. At the Government's request, on a case-by case basis, Top Secret (TS) clearances that consist of a Single Scope Background Investigation (SSBI) are eligible for access to Sensitive Compartmented Information (SCI); **the contractor shall be prepared to submit the required paperwork.** These programs/tasks include, as a minimum, Contractor personnel having the appropriate clearances required for access to classified data as applicable. Prior to starting work on the task, Contractor personnel shall have the required clearance granted by the Department of

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Defense Consolidated Adjudications Facility (DoD CAF) and shall comply with IT access authorization requirements. In addition, Contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as applicable per DoDI 8500.01, DoD Instruction for Cybersecurity. Any future revision to the respective directive and instruction will be applied to the TO. Contractor personnel shall handle and safeguard any Controlled Unclassified Information (CUI) and/or classified information in accordance with appropriate Department of Defense, Navy, and SPAWARSCEN Atlantic security regulations. The Contractor shall immediately report any security violation to the SPAWARSCEN Atlantic Security Management Office, the COR, and Government Project Manager.

## 8.2.2 Access Control of Contractor Personnel

### 8.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel shall physically access Government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within Government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the Government facility/installation.

(a) The majority of Government facilities require Contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. The Contractor shall initiate and submit a request for visit authorization to the COR in accordance with DoD 5220.22-M (NISPO) not later than one (1) week prior to visit – timeframes may vary at each facility/ installation. For admission to SPAWARSCEN Atlantic facilities/installations, the Contractor shall forward a visit request to Joint Personnel Adjudication System (JPAS) /SMO 652366; faxed to 843-218-4045 or mailed to Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, the Contractor shall forward visit request documentation directly to the on-site facility/installation security office via approval by the COR.

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

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

### 8.2.2.2 Identification and Disclosure Requirements

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

### 8.2.2.3 Government Badge Requirements

Some task order personnel shall require a Government issued picture badge. While on Government installations/facilities, Contractors shall abide by each site's security badge requirements. Various Government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for Common Access

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Card (CAC)) to the applicable Government security office via the COR. The Contractor's appointed Security Officer shall track all personnel holding local Government badges.

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

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

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

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

(b) When a Contractor requires logical access to a Government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-M-V1, CAC PKI certificates will be associated with an official Government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, Contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the task order's specified COR. Note: In order for personnel to maintain a CAC with PKI, each Contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, Contractors shall seek latest guidance from their appointed company Security Officer and the SPAWARSCEN Atlantic Information Assurance Management (IAM) office:

1. For annual DoD Cybersecurity/IA Awareness training, Contractors shall use this site: <https://twms.nmci.navy.mil/>. For those Contractors requiring initial training and do not have a CAC, contact the SPAWARSCEN Atlantic IAM office at phone number (843)218-6152 or e-mail questions to [ssc\\_lant\\_iam\\_office.fcm@navy.mil](mailto:ssc_lant_iam_office.fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or

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online at <http://iase.disa.mil/index2.html>.

2. For SAAR-N form, the Contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SPAWARSYSCEN Atlantic IAM office at or from the website:

<https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the IAM office via encrypted e-mail to [ssclant\\_it\\_secmtg@navy.mil](mailto:ssclant_it_secmtg@navy.mil).

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

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

#### 8.2.3 IT Position Categories

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

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

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

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

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

8.2.3.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for

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

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

#### 8.2.4 Security Training

Regardless of the contract security level required, the Contractor shall be responsible for verifying applicable personnel (including subcontractors) receive all required training. At a minimum, the Contractor's designated Security Officer shall track the following information: security clearance information; dates possessing Common Access Cards; issued & expired dates for SPAWARSYSCEN Atlantic Badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; Cybersecurity Workforce (CSWF) certifications; etc. The Contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22-M.

#### 8.2.5 Disclosure of Information

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

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

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

### 8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

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

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#### 8.3.1 Local and Internal OPSEC Requirement

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

#### 8.3.2 OPSEC Training

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

#### 8.3.3 SPAWARSYSCEN Atlantic OPSEC Program

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

#### 8.3.4 Classified Task Orders

OPSEC requirements identified under a classified task order shall have specific OPSEC requirements listed on the DD Form 254.

### 8.4 DATA HANDLING AND USER CONTROLS

#### 8.4.1 Data Handling

At a minimum, the Contractor shall handle all data received or generated under this task order as For Official Use Only (FOUO) material. The Contractor shall handle all classified information received or generated Pursuant to the attached DD Form 254 and be in compliance with all applicable PWS references and other applicable Government policies and procedures that include DOD/Navy/SPAWAR.

#### 8.4.2 Effective Use of Controls

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

## 9.0 GOVERNMENT FACILITIES

Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. All Contractor personnel with supplied Government facilities shall be located at Building 198 SPAWARSYSCEN Atlantic in Charleston, SC. Additional Government facilities will be

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located in Tampa, FL and Quantico, VA. Note: *The burdened labor rate for those Contractor personnel designated as "Government site" shall include overhead costs allocable to Government site work, consistent with the Contractor's established accounting practices.*

## **10.0 CONTRACTOR FACILITIES**

The Contractor's facility location shall not present a hardship to complete work required on task order. The Contractor shall have real-time communication available at time of award. No specific facility location is required.

## **11.0 TASK ORDER PROPERTY ADMINISTRATION**

### **11.1 PROPERTY TYPES**

Task order property is either intangible (i.e., intellectual property and software IAW FAR Part 27) or tangible (i.e., Government property IAW FAR Part 45). The Contractor shall have established property management procedures and an appropriate property management point of contact who shall work with the assigned Government Property Administrator (PA) to ensure their property management system is acceptable. This task order will have the following property in support of the tasking requirements in PWS Para 3.0.

#### **11.1.1 Intangible Property – Intellectual/Software**

##### **11.1.1.1 Government Furnished Information (GFI)**

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on information contained in a document, the contractor shall comply with additional controls for access and distribution (e.g., technical specifications, maps, buildings designs, schedules, etc.).

No intellectual property will be provided to the contractor.

#### **11.1.2 Tangible Property – Government Property (GP)**

As defined in FAR Part 45, Government Property (GP) is property owned or leased by the Government which includes material, equipment, special tooling, special test equipment, and real property. Government property used on task order includes both Government-furnished property (GFP) and contractor-acquired property (CAP) but does not include intellectual property (such as, GFI) and software.

##### **11.1.2.1. Government Furnished Property (GFP)**

As defined in FAR Part 45, Government-furnished property (GFP) is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification.

No GFP is to be utilized on this TO or any subsequent task order.

##### **11.1.2.2 Contractor Acquired Property (CAP)**

As defined in FAR Part 45, Contractor-acquired property (CAP) is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title but has not yet performed receipt and acceptance. CAP consists of Contractor Acquired Equipment (CAE) which includes Property, Plant and Equipment (PP&E), Contractor Acquired Material (CAM) which includes Operating Material and Supplies (OM&S), Special Tooling (ST), and Special Test Equipment (STE).

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CAP is required and is identified in the table below. In accordance with DFARS clause 252.211-7003, the contractor shall ensure all items delivered are properly marked with a Unique Item Identifier (UII) unless otherwise specified. The Government will annotate any item in the CAP listing not requiring an UII under the Equipment/Material Procurement task under PWS Section 3.0 Performance Requirements.

The Contractor shall purchase the following items on this TO:

Item #	Description	Unit/Issue	Quantity	Est. Cost
1	VMWare Support Subscription	EA	1	\$1,124.00
2	Atlassian BitBucket for 10 users	EA	2	\$20.00 for 2
3	Pivotal Tracker for 25 collaborators	Monthly	12 months	\$1,800.00 per year

## 12.0 SAFETY ISSUES

### 12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The Contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. Without Government support, the Contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

#### 12.1.1 Performance at Government facilities

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, the Contractor shall immediately report any accidents involving Government or Contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the Contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

## 13.0 TRAVEL

### 13.1 LOCATIONS

The Contractor shall ensure all travel is performed pursuant to clause 5252.231-9200. For planning purposes, the Contractor shall provide adequate personnel to support the travel requirements listed below.

Base Year:

# Trips	# People	# Days/Nights	From (Location)	To (Location)
6	1	5/4	Quantico, VA	Charleston, SC
3	1	5/4	Quantico, VA	Tampa, FL
1	1	3/2	Charleston, SC	Quantico, VA
2	1	5/4	Charleston, SC	San Diego, CA
2	1	12/11	Charleston, SC	Okinawa, Japan
4	1	4/3	Tampa, FL	Charleston, SC
2	1	4/3	Tampa, FL	Quantico, VA

Option Year 1

# Trips	# People	# Days/Nights	From (Location)	To (Location)
6	1	5/4	Quantico, VA	Charleston, SC
3	1	5/4	Quantico, VA	Tampa, FL
1	1	3/2	Charleston, SC	Quantico, VA
2	1	5/4	Charleston, SC	San Diego, CA
2	1	12/11	Charleston, SC	Okinawa, Japan
4	1	4/3	Tampa, FL	Charleston, SC
2	1	4/3	Tampa, FL	Quantico, VA
2	3	5/4	Charleston, SC	Washington, DC
2	3	5/4	Charleston, SC	Jacksonville, NC
1	3	4/3	Charleston, SC	San Diego, CA
2	1	4/3	Charleston, SC	Tampa, FL

Option Year 2

# Trips	# People	# Days/Nights	From (Location)	To (Location)
6	1	5/4	Quantico, VA	Charleston, SC
3	1	5/4	Quantico, VA	Tampa, FL
1	1	3/2	Charleston, SC	Quantico, VA
2	1	5/4	Charleston, SC	San Diego, CA
2	1	12/11	Charleston, SC	Okinawa, Japan
4	1	4/3	Tampa, FL	Charleston, SC
2	1	4/3	Tampa, FL	Quantico, VA
2	3	5/4	Charleston, SC	Washington, DC
2	3	5/4	Charleston, SC	Jacksonville, NC
1	3	4/3	Charleston, SC	San Diego, CA
2	1	4/3	Charleston, SC	Tampa, FL

Option Year 3

# Trips	# People	# Days/Nights	From (Location)	To (Location)
6	1	5/4	Quantico, VA	Charleston, SC
3	1	5/4	Quantico, VA	Tampa, FL
1	1	3/2	Charleston, SC	Quantico, VA
2	1	5/4	Charleston, SC	San Diego, CA
2	1	12/11	Charleston, SC	Okinawa, Japan
4	1	4/3	Tampa, FL	Charleston, SC
2	1	4/3	Tampa, FL	Quantico, VA

Option year 4

# Trips	# People	# Days/Nights	From (Location)	To (Location)
6	1	5/4	Quantico, VA	Charleston, SC
3	1	5/4	Quantico, VA	Tampa, FL
1	1	3/2	Charleston, SC	Quantico, VA
2	1	5/4	Charleston, SC	San Diego, CA
2	1	12/11	Charleston, SC	Okinawa, Japan
4	1	4/3	Tampa, FL	Charleston, SC
2	1	4/3	Tampa, FL	Quantico, VA

13.2 PERSONNEL MEDICAL REQUIREMENTS

13.2.1 Medical Screening for Fleet Support

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Pursuant to COMUSFLTFORCOM/COMPACFLTINST 6320.3A of 7 May 13, all personnel (including subcontractors) embarking as members of the crew or as guest onboard a U.S. Naval vessels shall have current medical and dental screening and timely paperwork submitted as specified in the instructions. Those personnel with a significant chronic disease or condition that requires frequent medical monitoring and/or treatment shall not be allowed to embark aboard any U.S. Naval vessel.

### 13.2.2 OCONUS Immunization Requirements

The Contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Contractor employees who deploy to locations that require immunizations shall do so pursuant to DoDI 6205.4, Department of the Navy (DON), and SPAWARSCENLANTINST 12910.1A.

### 13.3 LETTER OF AUTHORIZATION

Some travel will require a Letter of Authorization (LOA). As noted in DFARS PGI 225.7402-3(e), a LOA is necessary to enable a Contractor employee to process through a deployment processing center; to travel to, from, and within a theater of operations; and to identify any additional authorizations and privileges. The Contractor shall initiate a LOA for each prospective traveler. The Contractor shall use the Synchronized Pre-deployment & Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the Contractor may also initiate a LOA request to provide an official traveler access to Government facilities and to take advantage of travel discount rates in accordance with Government contracts and/or agreements. All privileges, services, and travel rate discount access are subject to availability and vendor acceptance. LOAs are required to be signed/approved by the SPOT registered Contracting/Ordering Officer.

Note for travel to Iraq: The only acceptable LOAs for work performed in Iraq are in support of Office of Security Cooperation - Iraq (OSC-I) or the Dept. of State (DoS). Support in reference to U.S. Forces Iraq (USF-I) is no longer valid beyond Dec 2011.

### 13.4 SPECIFIED MISSION DESTINATIONS

The Contractor shall be required to travel to locations designated as Specified Mission Destinations which are listed in the latest SPAWARSCEN Atlantic OCONUS Travel Guide portal (latest link to be provided at task order award). Pursuant to DoDI 3020.41 and SPAWARSCENLANTINST 12910.1A, work to be performed at Specified Mission Destinations is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The Contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is required, the Contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SPAWARSCEN Atlantic OCONUS Travel Guide portal. Note: The portal is NOT the authoritative source, as it is only a guide. The Contractor shall be responsible to know and understand travel requirements as identified by the Combatant Command (COCOM) and applicable country. Commencing no later than seven (7) days after task order award requiring travel to specified mission destination(s), the Contractor shall submit all required OCONUS Deployment Documentation and Package (CDRL A015) to the task order technical POC and/or Command Travel/Deployment Coordinator.

### 14.0 COR DESIGNATION

The Contracting Officer Representative (COR) for this task order is **Angel Booe (55260)** who can be reached at phone **(843) 218-3391**; e-mail: [angel.booe@navy.mil](mailto:angel.booe@navy.mil).

### 15.0 TRANSPORTATION OF EQUIPMENT/MATERIAL

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

## 16.0 ACCEPTANCE PLAN

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

## 17.0 OTHER CONDITIONS/REQUIREMENTS

### 17.1 DATA RIGHTS

The Government has unlimited rights to all technical data and computer software produced under this task order in accordance with DFARS 252.227-7013 and 252.227-7014.

Data deliverables associated with DFARS 252.227-7013 and include the development of code are CDRLs A002, A003, A004, and A005.

### 17.2 CYBERSECURITY WORKFORCE

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

Labor Category	Quantity Personnel	IA Designator (Note1)	IA Level/Position (Note2)	IA Duty Hours		
				Primary (≥25 hrs)	Additional (15-24 hrs)	Embedded (1-14 hrs)
Computer Systems Analyst III	(1)	IAT	Level 3			X

### 17.3 EXTENDED WORK WEEK

Work under this order will be done during normal working hours when practical. However, due to operational requirements, schedules, and the availability of required resources and/or downtime of those resources, extended hours including weekend work may be required.

### 17.4 NON-DISCLOSURE AGREEMENT (NDA) REQUIREMENTS

Contractors shall submit a completed "Conflict of Interest and Non-Disclosure Statement" form, Attachment 2, for every employee working on the task order and appropriate corporate officer on behalf of the corporation.

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

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

- Prior to having access to proprietary data, obtain the agreement of the applicable person or entity to permit access by the Contractor to such data.
- Use the data solely for the purpose of performing duties under this task order.
- Not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any employee of the Contractor unless and until each person has executed a copy

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of the individual non-disclosure agreement.

(d) Not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any subcontractor, joint venture, affiliate, successor or assignee of the Contractor), unless the KO (and any Contractor claiming the data is proprietary) have given prior written approval, and the person receiving the data has executed an individual non-disclosure agreement.

(e) Establish safeguards to protect such data or software from unauthorized use or disclosure.

(f) Indoctrinate its personnel who will have access to the data as to the restrictions under which access is granted. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates this special contract requirement or non-disclosure agreement.

(g) Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporate, include or refer to the data. When the Contractor's need for such data ends, the data shall be returned promptly (within ten (10) business days) to the appropriate Government program personnel. However, the obligation not to discuss, disclose, release, reproduce or otherwise provide or make available such data, or any portion thereof, shall continue, even after completion of this contract/order. Any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement, of which the company or any employee is or may become aware, will be reported promptly (within one (1) business day) to the Contractor's program manager, who will inform the KO within five (5) business days of receiving the report.

#### 17.5 TRANSITION PLAN

To minimize loss in productivity and to mitigate negative impact to on-going support services when new Contractors are introduced, the Contractor shall provide support during the transition-in and transition-out periods. The Transition Plan shall be submitted in accordance with CDRL A016. The Contractor shall have personnel on board, during the 60-day transitional periods at the beginning and end of the TO. After TO award (transition-in), the Contractor shall work with the exiting Contractor and become familiar with performance requirements in order to commence full performance of services before the out-going Contractor leaves the site. Prior to the completion of the TO (transition-out), the Contractor shall work with any new Contractor personnel to ensure continuous support between contracts/task orders.

#### 17.6 FUNDING ALLOCATION

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

#### 17.7 APPROVED SUBCONTRACTORS

Booze Allen Hamilton (BAH)

Scientific Research Corporation (SRC)

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

a) Personnel assigned to or utilized by the contractor in the performance of this contract shall, at a minimum, meet the experience, educational, or other background requirements set forth below and shall

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be fully capable of performing in an efficient, reliable, and professional manner.

b) The Government shall be able to review resumes of contractor personnel when applicable.

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

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

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

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

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

3. When not specified, higher education above a labor category's minimum can be credited as years of experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies: a MS degree equals four (4) years of experience and a PhD degree equals five (5) years of experience.

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

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

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

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

8. Applicable for IA/IW Labor Categories: Contractor personnel supporting IA functions shall be certified

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prior to being engaged in IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1 This includes personnel being certified/accredited at the appropriate levels of IAT I-III and IAM I-III as appropriate. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. Contractor personnel not certified within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with a contractor who does meet the minimum certification requirements as mandated above.

9. Applicable for Labor Categories providing Information Technology design and development support: In addition to educational requirements, Contract personnel shall be required to meet vendor/platform certification.

The following lists the applicable contract labor categories with their corresponding minimum personnel qualifications – specific educational or experience requirements are noted below:

<b>Labor Category</b>	<b>Key</b>	<b>Location</b>
1. Program Manager		Contractor Site
2. Graphic Artist		Contractor Site
3. Engineer/Scientist 4	K	Government Site
4. Management Analyst 3		Government Site
5. Management Analyst 1		Contractor Site
6. Technical Analyst 4		Government Site
7. Subject Matter Expert (SME) 5	K	Government Site
8. Subject Matter Expert (SME) 4	K	Government Site
9. Computer System Analyst III (SCA 14103)		Government Site
10. Subject Matter Expert (SME) 3		Government Site
11. Subject Matter Expert (SME) 1		Government Site

### **1. Program Manager**

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

**Experience:** Fifteen (15) years of technical experience in support of DoD programs, to include: Equipment Support, System Support, and Programmatic Support. Program Management experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning.

**Or**

Five (5) years as program manager of USMC ISR programs.

**Note:** Experience may be concurrent. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

### **2. Graphic Artist**

**Education:** High School Diploma or GED.

**Experience:** Two (2) years of marketing and/or communications experience in developing graphic/artistic presentations. Of the two years required experience, demonstrate one (1) year of specialized experience using commercial automated graphics systems and/or desktop publishing systems. Note: Experience may be concurrent.

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**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

### **3. Engineer/Scientist 4 (KEY)**

**Education:** BS degree in Engineering, Physics, Network Security, Information Systems or Computer Science.

**Experience:** Ten (10) years of hands-on experience in Systems Analysis and Information Assurance (advanced degrees substitute for experience as follows: Ph.D. – five (5) years of experience; MS – two (2) years of experience).

Of the 10 years required experience, demonstrate experience of five (5) years in at least three of the following areas:

- Technology Analysis and Assessment
- Design Definition, Development of Systems Specification
- Systems Analysis, Systems Architecture
- Systems/Equipment Integration
- Work history of running security scans on Windows, Linux, Solaris Operating Systems and DBA related tasks in Oracle
- Data Analytics and/or Data Science
- Risk Management Framework (RMF)
- Developing Authorization to Operate (ATO) accreditation packages

**Notes:** Experience may be concurrent.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

### **4. Management Analyst 3**

**Education:** Bachelor's or Master's degree in Computer Science, Business, or a related field (i.e., Economics, Marketing, Finance, Accounting, Management Information Systems, etc.).

**Experience:** Six (6) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Development of Testing Criteria, Development of Corrective Action Systems, Development of Program Monitoring Approach (e.g. PERT, CPM, EVM), Analysis of Programs Health, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Comprehensive knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

### **5. Management Analyst 1**

**Education:** High school diploma or GED.

**Experience:** Three (3) years of Contract Management experience, to include: Development of Program

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Acquisition Documentation, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

#### **6. Technical Analyst 4**

**Education:** BS degree in Physical Sciences, Mathematics, Information Technology, or a technical field certification relevant to the scope of work to possibly include marketing, communications, journalism or related field.

**Experience:** Ten (10) years of experience with software process analysis and design, technical problem solving, and/or analytical/logical thinking relating to IT Business systems.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

#### **7. Subject Matter Expert (SME) 5 (KEY)**

**Education:** BS degree in Engineering, Physics, Network Security, Information Systems or Computer Science or technical training certification in Information Assurance or Information Technology; and/or twenty (20) years' experience with USMC Intel Systems.

**Experience:** Fifteen (15) years of hands-on experience with Information Technology within the USMC or DoD program (advanced degrees substitute for experience as follows: Ph.D. – five (5) years of experience; MS – two (2) years of experience), to include the following areas: Engineering program management and strategic planning, Systems Requirements, Information Assurance, comprehensive knowledge of DOD military specifications.

Of the 15 years required experience, demonstrate experience of five (5) years in at least three (3) of the following areas:

- Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications
- Data Analytics and/or Data Science
- Hardware and software evaluation
- Knowledge of ontologies
- Application and System Assessments, planning execution and management

**Note:** Experience may be concurrent.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

#### **8. Subject Matter Expert (SME) 4 (KEY)**

**Education:** BS degree in Engineering, Physics, Network Security, Information Systems or Computer Science or technical training certification in Information Assurance or Information Technology; and/or ten (10) years' experience with IT Business Systems.

**Experience:** Ten (10) years of hands-on experience with Information Technology within the USMC or DoD program (advanced degrees substitute for experience as follows: Ph.D. – five (5) years of experience; MS – two (2) years of experience), to include the following areas: Engineering program

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management and strategic planning, Systems Requirements, Vocabulary, Taxonomy & Ontology (VTO) work, Information Assurance, and comprehensive knowledge of DOD military specifications.

Of the 10 years required experience, demonstrate experience of five (5) years in at least three (3) of the following areas:

-Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications

-Vocabulary, Taxonomy & Ontology (VTO)

-Data Analytics and/or Data Science

-Software evaluation

-Experience with .NET MVC, Java, JavaScript, or Python

-Experience with Spark, Accumulo, Storm, Kafka, and Hadoop

- SharePoint Software Developer applies current graphics design and .NET technologies to develop, modify, maintain SharePoint server portals. Design, develop, and manage site content and capabilities and provide daily onsite maintenance of the existing MOSS portals using MS SharePoint developer tools and languages.

**Note:** Experience may be concurrent.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

### **9. Computer System Analyst III (SCA 14103)**

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

**Experience:** Five (5) years directly related experience with the maintenance or development of software programs/applications based in Java, JavaScript, C#, PHP, R, Python, Groovy, SQL or other applicable computer languages. Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

### **10. Subject Matter Expert (SME) 3**

**Education:** Technical Training or certifications in Information Assurance, Information Technology, and/or USMC Intel Systems.

**Experience:** Eight (8) years of hands-on experience with Information Technology within the USMC or similar DoD program, to include the following areas: Engineering program management and strategic planning, Systems Requirements, Information Assurance, comprehensive knowledge of DOD military

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specifications.

Of the 8 years required experience, demonstrate experience of five (5) years in at least three (3) of the following areas:

- Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications
- Vocabulary, Taxonomy & Ontology (VTO)
- Data Analytics and/or Data Science
- Software evaluation
- Experience with .NET MVC, Java, JavaScript, or Python
- Experience with Spark, Accumulo, Storm, Kafka, and Hadoop
- Experience with Microsoft products, including SQL Server 2012, 2014, and 2016, SSIS, and SSRS

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

#### **11. Subject Matter Expert (SME) 1**

**Education:** Technical Training in Information Assurance, Information Technology, and/or USMC Intel Systems.

**Experience:** Five (5) years of hands-on experience with Information Technology within the USMC or similar DoD program, to include the following areas: Engineering program management and strategic planning, Systems Requirements, Information Assurance, comprehensive knowledge of DOD military specifications.

Demonstrate experience of five (5) years in at least three (3) of the following areas:

- Ability to plan and organize work and interact with technical and non-technical personnel translating user requirements into responsive applications
- Vocabulary, Taxonomy & Ontology (VTO)
- Data Analytics and/or Data Science
- Software evaluation
- Experience with .NET MVC, Java, JavaScript, or Python
- Experience with Spark, Accumulo, Storm, Kafka, and Hadoop
- Experience with Microsoft products, including SQL Server 2012, 2014, and 2016, SSIS, and SSRS

**Security Clearance:** Possess Secret clearance and has the ability to obtain a Top Secret (TS) Sensitive Compartmented Information (SCI) clearance.

#### **5252.237-9601 KEY PERSONNEL (VARIATION)**

(a) The offeror agrees to assign to this task order those key personnel listed in paragraph (d) below. No

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substitutions will be made except in accordance with this clause.

(b) The offeror agrees that during the first 90 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90-day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. The Contractor shall provide any substitution requests in accordance with paragraph (c) below.

(c) All requests for approval of substitutions under this task order must be in writing and a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this task order must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

#	NAME	Labor Category	Effective Date
1	Kathy Ramirez	Engineer/Scientist 4	9/20/17
2	David Thompson	Subject Matter Expert 5	9/20/17
3	Justin Downes	Subject Matter Expert 4	9/20/17

After task order award, the Contractor shall be responsible for tracking and maintaining the Key Personnel list which is part of the monthly Task Order Status Report.

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the task order work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the task order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the task order price or fixed fee to compensate the Government for any resultant delay, loss or damage. The Contractor's ability to manage, provide, and/or maintain sufficient key personnel will be evaluated in the annual Government Contractor Performance Assessment Report (CPAR) rating.

(f) To request personnel be added to a labor category, the offeror shall employ the procedures outlined in paragraph (c) above.

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

### CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/20/2017 - 9/19/2018
7002	9/20/2017 - 9/19/2018
7100	9/20/2018 - 9/19/2019
7102	9/20/2018 - 9/19/2019
9000	9/20/2017 - 9/19/2018
9100	9/20/2018 - 9/19/2019

### CLIN - DELIVERIES OR PERFORMANCE

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

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

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

### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

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## SECTION G CONTRACT ADMINISTRATION DATA

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

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

When submitting a request for payment, the Contractor shall--

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

### PGI 204.7108(b)(2) Payment instructions.

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS clause 252.232-7006) and the type of effort.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

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52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payment under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and

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					32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance- Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

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

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

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

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

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

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

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

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

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training

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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:

**Cost Type Orders - Cost Voucher**

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

**N65236**

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

**Routing Data Table**

*Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	S2101A
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N/A
Mark For Code	N65236
Service Approver (DoDAAC)	S2101A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HAA211
Other DoDAAC(s)	N/A

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

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

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Angel S. Booe	<a href="mailto:angel.booe@navy.mil">angel.booe@navy.mil</a>	(843) 218-3391	COR
Same as above	Same as above	Same as above	Receiver
Same as above	Same as above	Same as above	Acceptor

(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.

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

**Ms. Laverne Brown, E-MAIL: [Laverne.Brown@navy.mil](mailto:Laverne.Brown@navy.mil)**

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

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

#### CONTRACTING OFFICER REPRESENTATIVE

Name: Angel Booe

Code: 55260

Phone Number: (843) 218-3391

E-mail: [angel.booe@navy.mil](mailto:angel.booe@navy.mil)

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

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

This is a Cost Plus Fixed- Fee, Level of Effort and Cost task order.

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

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

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

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

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



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710001 130072476000002

LLA :

AD 1781106 1A2A 251 67854 067443 2D M95450 8RCY812011UV

Standard Number: M9545018RCY8120

ACRN: AD

NWA: 100001382019-0870

Exp: 09/30/2018

PR: 1300724760

MOD P00003 Funding  
Cumulative Funding

MOD P00004

710201 130073458200001

LLA :

AC 1781319 M7AA 255 67854 067443 2D C22720 8RCR8721113I

Standard Number: M9545018RCR8721

ACRN: AC

NWA: 100001380887-0870

EXP: 09/30/19

Cost Code: 8RCR8721113I

MOD P00004 Funding  
Cumulative Funding

MOD P00005

700201 130070611000003

LLA :

AC 1781319 M7AA 255 67854 067443 2D C22720 8RCR8423333I

Standard Number: M9545018RCR8423

ACRN: AC

PR: 1300706110

FUNDING DOC: M9545018RCR8423

NWA: 100001354423-0870

910001 130075106500003

LLA :

AC 1781319 M7AA 255 67854 067443 2D C22720 8RCR8423333I

Standard Number: M9545018RCR8423

ACRN: AC PR: 1300751065 FUNDING DOC: M9545018RCR8423 NWA: 100001354423-0870

Funds Expire: 9/30/2019

MOD P00005 Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

(c) During the term of this contract and for a period of two (2) years after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of Quick Reaction Capabilities Engineering Support performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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

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

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

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

(b) During the term of this contract and for a period of two (2) years after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to

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this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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

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

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

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of Quick Reaction Capabilities Engineering Support. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

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

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

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

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

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

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

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(a) *Definition.*

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

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

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

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

(d) These restrictions shall apply to **Grove Resource Solutions, Inc. and Booz Allen Hamilton, Inc.** This clause shall remain in effect for two (2) years.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

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

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

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

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(c) At the completion of the contract, the contractor shall forward to SPAWAR Systems Center Atlantic Security Office a list of all unreturned badges with a written explanation of any missing badges.

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

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

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 104,990 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 312 hours per week for the Base Year and Option Years 3 and 4; and an average rate of approximately 541 hours per week for Option Years 1 and 2. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

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

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(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public.

Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals.

Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

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

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

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

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

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

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

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2)

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

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

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

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

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

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice

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versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

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

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

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

(d) Transportation

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

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

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

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

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

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(6) Definitions:

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

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

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

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

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

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

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

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

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

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

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

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

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

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

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

**EXAMPLE 5:** Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles).

Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

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

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

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

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

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

Item(s)	Allotted to Cost	Allotted to Fee	Estimated Period of Performance
7000			9/20/17 – 9/19/18
7002			9/20/17 – 9/19/18
9000			9/20/17 – 9/19/18
7100			9/20/18 – 9/19/19
7102			9/20/18 – 9/19/19
9100			9/20/18 – 9/19/19
7200			
7202			
9200			

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7300			
7302			
9300			
7400			
7402			
9400			

b. The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

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

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (I) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

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

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

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other

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data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

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

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (Class Deviation 2013-O0018). The frequency and type of CPARS reports (initial, intermediate, final, out-of- cycle, and addendum) shall be as required in the CPARS Policy Guide that is available at <https://www.cpars.gov/cparsfiles/pdfs/CPARS-Guidance.pdf>.

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

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## SECTION I CONTRACT CLAUSES

**52.219-6 Notice of Total Small Business Set-Aside Nov 2011**  
**52.219-14 Limitations on Subcontracting Nov 2011**

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

### **52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 2014)**

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

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

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
Computer Systems Analyst III (SCA 14103)	*
Graphic Artist (SCA 15080)	\$19.13

\*Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. For additional information, see Note 1 regarding Computer Employees in Attachment 5: WD\_15-4427(Rev.-2) Charleston, SC.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A: CDRLs

Attachment 1: Quality Assurance Surveillance Plan

Attachment 2: NDA Contractor Employee

Attachment 3: WD 15-4427 (Rev.-6) Charleston SC