

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7178		2. DELIVERY ORDER NO. 7M03		3. EFFECTIVE DATE 2016 Sep 28		4. PURCH REQUEST NO. N4523A16RQ00005		5. PRIORITY Unrated			
6. ISSUED BY PUGET SOUND NAVAL SHIPYARD & IMF 808 Burwell Street, Code 440 Bremerton WA 98337-1447 Jason R Baker/N4523A 360-476-4300			CODE N4523A		7. ADMINISTERED BY DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE WA 98004-5965			CODE S4801A SCD: C			
9. CONTRACTOR Art Anderson Associates, Inc. 202 Pacific Avenue Bremerton WA 98337-1932			CODE SA165		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE			Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Art Anderson Associates, Inc.			Melissa Business Development								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA			25. TOTAL		\$130,989.11	
					BY: /s/Erin K Malinski			26. DIFFERENCES			
								09/28/2016		CONTRACTING/ORDERING OFFICER	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.		
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

### Summary of Changes for amendment solicitation N00024-16-R-3450

Changed PWS to PWS rev1 and placed in attachments and Section C.

(end of summery of changes)

This solicitation is issued pursuant to the provisions of the Seaport-e basic contract (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided in this solicitation, remain in full force and effect.

This requirement is for three (3) people for 107 work days for a total of 321 work days at 8 Straight Time hours per day, for a total of 2,568 hours (3 people x 8 hours/per day x 107 days) performing Naval Architecture/Structural AUTOCAD support, engineering services and marine design services.

The estimated Period of Performance (PoP) is 26 Sep 2016 - 23 Mar 2017

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 1 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	engineering services and marine design services to Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS & IMF) Code 280.5. This is a term type task order according to contract provisions ♦Task Orders Under cost Reimbursable Indefinite Delivery Service Contract♦, and shall require three (3) full time contractor employees to provide approximately 321 days of ST services (O&MN,N)	1.0	EA	\$130,989.11	\$130,989.11

This Task Order is reserved for only those contractors, which have {Northwest Zone} identified in Seaport-E. Proposals from other contractors will **NOT** be considered.

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

(End of Text)

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 2 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS)

#### PROJECT 16LSD46-0011

#### IN-HOUSE NAVAL ARCHITECTURE/STRUCTURAL AUTOCAD SUPPORT, BREMERTON, WA

**1 SCOPE.** This PWS covers engineering services and marine design services to Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS & IMF) Code 280.5. This is a term type task order according to contract provisions "Task Orders Under cost Reimbursable Indefinite Delivery Service Contract", and shall require three (3) full time contractor employees to provide approximately 321 days of ST services from a desired start date of 26 Sep 2016 through the required completion date (RCD) of 23 Mar 2017. No work on Government holidays. The purpose of this task is to provide Engineering and CAD services for naval architecture/structural/arrangement drawings for various LSD46 SID packages. This requires two-dimensional Computer-Aided Drafting (2-D CAD) skills in support of various naval architecture/structural/arrangement drawings. The primary on-site contractor's efforts will be the only direct labor required on this task. The prime contractor shall notify the COR in writing when 85% of the funded amount has been expended and include a prognosis for adequacy of funds for remaining period of performance.

#### ■ 2 APPLICABLE DOCUMENTS.

1. PSNS & IMF Engineering and Planning Procedures Manual (EPPM)
2. Planning Yard IDDS "Integrated Drawing Development System"
3. NAVSEA SL130-AF-CCD-010, I.D.E.A. CAD Standards Rev 3, dated OCT 2014
4. Work Packages (for drawings)
5. C/280.7 Piping System Drawing Guidelines

#### ■ 3 REQUIREMENTS.

##### 1. In house Engineering and CAD Support.

1. This is a term type task order and shall require the equivalent of one (1) full time contractor employee to provide the level of effort set forth in the LOE table.

##### 1. Drawing Development.

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 3 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

1. Contractor shall provide Engineering Drawings. (CDRL A001)

1. Special Requirements.

3.3.1 When on-site the contractor shall:

3.3.1.2 Post a sign at the Government designated work station indicating the name of contractor personnel and company name.

3.3.1.3 Ensure that the signature block of all written correspondence, electronic (e-mail) or otherwise, includes the contractor company name.

3.3.1.4 Shall ensure that the contractor company name is included in any identifying remarks, including, but not limited to, answering the phone, identifying oneself at PSNS meetings, and answering machine salutations messages.

3.3.1.4.5. The contractor shall manually sign in and sign out (not electronically) noting actual arrival and departure times (not just entering intended shift hours) on a government furnished sign-in/out sheet on every day worked. The sign-in sheet shall be in a location determined by the TL.

■ 4SECURITY AND ACCESS REQUIREMENTS. All documents listed in Section 2 above and all deliverable items associated with this task are unclassified. Contractor shall contact the COR within 24 hours of award in order for the COR to coordinate security and access matters.

1. GOVERNMENT FURNISHED INFORMATION AND EQUIPMENT. The government TL will provide references 2.1 through 2.5 and all other necessary information. Government will provide a workstation to include necessary office automation equipment.

1. QUALITY ASSURANCE. Work standards and quality program requirements are specified in the Quality Assurance Surveillance Plan (QASP). The following Performance Requirement Summary is part of the QASP. The TL/PM and COR shall evaluate the contractor's performance based on the following Performance Standard/AQL:

97-100% = Excellent

92-96% = Very Good

86- 91% = Satisfactory

70-85% = Marginal

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 4 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

0-69% = UNSAT

Performance Objectives:

<b>Quality:</b>
1. Provide assessment of the accuracy and completeness of drawings required.
2. Contractor was able to perform with minimal Government technical direction/guidance.
<b>Schedule:</b>
3. Contractor able to meet internal task deadlines.
<b>Business Relations:</b>
4. Contractor maintained close liaison and good communications with the Government.
5. Contractor provided adequate notice when guidance or technical problems/conflicts arose.
<b>Technical:</b>
6. Drawings conform to Front Sheet requirements.
7. Drawings conform to I.D.E.A. CAD Standards.
8. Contractor adequately incorporated design requirements that are <u>not</u> addressed by Shipcheck/guidance package.
9. Contractor integrated assigned drawings with lead/follow codes.

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 5 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

**52.228-5 -- Insurance -- Work on a Government Installation.**

**Insurance -- Work on a Government Installation (Jan 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

**HQ C-2-0030 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE)**

(NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 6 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT

PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.dla.mil/>

; or

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396

Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

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

(a) Definitions.

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

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

(b) Requirements.

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

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

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



CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 7 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of Clause)

#### **HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 8 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

## **SECTION D PACKAGING AND MARKING**

Contractor shall deliver all deliverables in accordance with the PWS and associated CDRL.

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

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

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

All deliverables shall be packaged and marked IAW Best Commercial Practice

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 9 of 26	FINAL
----------------------------------	----------------------------	-----------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

### CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

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

Item(s) 8000 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

Item(s) 8000 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or adesignated representative of the Government.

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 10 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

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

8000

9/26/2016 - 3/23/2017

### **CLIN - DELIVERIES OR PERFORMANCE**

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

### **CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Stop-Work Order AUG 1989

52.247-29 F.O.B. Origin FEB 2006

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

HQ F-1-0003 The Contractor shall perform the work described in SECTION C, at the level of effort specified in

SECTION B, as follows:

ITEM(S) FROM TO

8000 26-Sept-2016 23-Mar-2017

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 11 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### CLAUSES INCORPORATED BY REFERENCE

252.204-0001 Line Item Specific: Single Funding SEP 2009

### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **DODAAC N4523A**

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

-----  
Field Name in WAWF Data to be entered in WAWF  
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CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 12 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

Pay Official DoDAAC	N4523A
Issue By DoDAAC	N4523A
Admin DoDAAC	N4523A
Inspect By DoDAAC	N4523A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N4523A
Service Acceptor (DoDAAC)	N4523A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

erin.malinski@navy.mil

jason.r.baker1@navy.mil

christon.harding@navy.mil

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

vilva Delacruz at vilva.delacruz@navy.mil

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

(End of clause)

CONTRACTING OFFICER'S COMMANDER REPRESENTATIVE: ATTN: CHRISTON HARDING

1400 FARRAGUT AVE

BREMERTON, WA 98314

Telephone No. 360/476-2220

Email Address: christon.harding@navy.mil

PURCHASING OFFICE COMMANDER

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 13 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

REPRESENTATIVE: ATTN: J. BAKER

PSNS & IMF, CODE 449

1400 FARRAGUT AVE

BREMERTON, WA 98314

Telephone No. 360/476-4205

Email Address: [jason.r.baker1@navy.mil](mailto:jason.r.baker1@navy.mil)

Accounting Data

SLINID	PR Number	Amount
8000	N4523A16RQ00005	130989.11

LLA :  
AA 1761804 70BA 251 4523A 0 068688 2D Q00005 4523A60GTF1Q 4523A60GTF1Q  
Standard Number: N4523A16RQ00005  
Fully Funded.

BASE Funding 130989.11  
Cumulative Funding 130989.11

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 14 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101                      ADDITIONAL DEFINITIONS                      (MAY 1993)

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

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) other Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

5252.237-9106                      SUBSTITUTION OF PERSONNEL                      (SEP 1990)

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

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

5252.245-9105    FACILITIES TO BE GOVERNMENT-FURNISHED (FIXED-PRICE)                      (SEP 2009)

(a) The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled

"CHANGES--FIXED PRICE" (FAR 52.243-1); provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

### DESCRIPTION AND IDENTITY OF FACILITIES

Code 122 building 7074 Office located within the Centralized industrial Area within PSNS&IMF, Bremerton, Wa. & at Bangor Naval Station, Wa depending on vessel location and is subject to change in building/location depending on the availability facilities and needs of the U.S. Navy.

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.



CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 15 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

ADDITIONAL ITEMS OF FACILITIES

N/A

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 16 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.204-2 -- Security Requirements. AUG 1996

52.204-7 -- System for Award Management. JUL 2013

52.204-13-- System for Award Management Maintenance. JUL 2013

2.204-19 – Incorporation by Reference of Representations and Certifications. DEC 2014

52.209-10 – Prohibition on Contracting With Inverted Domestic Corporations. NOV 2015

52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving. AUG 2011

52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan--Certification. AUG 2009

52.232-16 -- Progress Payments. APR 2012

52.232-23 -- Assignment of Claims. MAY 2014

252.203-7000 Requirements Relating to Compensation of Former DoD Officials. SEPT 2011

252.203-7002 Requirement to Inform Employees of Whistleblower Rights. SEPT 2013

252.204-7003 Control of Government Personnel Work Product. APR 1992

252.204-7004 Alternate A, System for Award Management. FEB 2014

252.204-7005 Oral Attestation of Security Responsibilities NOV 2001

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. DEC 2015

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support. MAY 2016

252.225-7048 Export-Controlled Items. JUNE 2013

252.232-7010 Levies on Contract Payments. DEC 2006

252.243-7001 Pricing of Contract Modifications. DEC 1991

### CLAUSES INCORPORATED BY FULL TEXT

52.213-4 -- Terms and Conditions -- Simplified Acquisitions JUN 2016(Other Than Commercial Items).

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(iii) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 17 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (May 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Jun 2016).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the

United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 18 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693) (Applies to contracts for products as prescribed at FAR 23.804(a)).

(xii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xiv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xv) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvi) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xviii) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xix) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241)

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 19 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor of a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 20 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

252.232-7004 DoD Progress Payment Rates.

DOD PROGRESS PAYMENT RATES (OCT 2014)

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 90 percent.

(End of clause)

252.203-7996 Prohibition on Contracting with Entities that Require (DEVIATION 2016-00003) (OCT 2015)

Certain Internal Confidentiality Agreements-Representation. Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235).

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (DEVIATION 2016-00003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(c) *Representation*. By submission of its offer the Offeror presents that it does not require employee or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statement prohibiting or otherwise restricting such employee~ or contactors from lawfully reporting such waste. fraud. or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(end of provision)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-00010)

Prohibition(DEVIATION 2015-00010)(FEB 2015) on Contracting with Entities that Require Certain Internal Confidentiality Agreements

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

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

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 21 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

(End of Clause)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. DEC 2015

#### COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. DEC 2015

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

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

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

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 22 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program

description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination.

Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions. “Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information. “Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

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

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

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

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

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

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

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

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the



CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 23 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

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

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

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

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

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

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

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

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

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at specified by NIST SP 800-171 not implemented at the time of contract award; or that is in effect at the time the solicitation is issued or as authorized by [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and (2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 24 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report* include, at a minimum, the required elements at . The cyber incident report shall be treated as information created by or for DoD and shall <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see [/pki/eca/Pages/index.aspx](http://pki/eca/Pages/index.aspx)<http://iase.disa.mil>.

(d) *Malicious software.* with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer. The Contractor or subcontractors that discover and isolate malicious software in connection

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 25 of 26	FINAL
----------------------------------	----------------------------	------------------	-------

(including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties;

and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable. <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number,

(End of clause)

CONTRACT NO. N00178-14-D-7178	DELIVERY ORDER NO. 7M03	PAGE 26 of 26	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

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