			1. CONTRACT ID CODE	PAGE OF PAGES				
AMENDMENT OF SOLICITATION/	MODIFICATION OF	CONTRACT	U		1 3			
2. AMENDMENT/MODIFICATION NO. 49	3. EFFECTIVE DATE 14-Jan-2020		URCHASE REQ. NO. See Section G	5. PROJE	CT NO. (If applicable) N/A			
6. ISSUED BY CODE	N00164	7. ADMINISTERED	BY (If other than Item 6)	CODE	S2404A			
NSWC, CRANE DIVISION		 DCMA	Manassas		SCD: C			
300 Highway 361 - Building 3373		14501	George Carter Way, 2nd Floor					
Crane IN 47522-5001		Chanti	lly VA 20151					
8. NAME AND ADDRESS OF CONTRACTOR (No.	, street, county, State, and Zi	p Code)	9A. AMENDMENT OF SOLICITAT	ION NO.				
CACI TECHNOLOGIES INC.								
14370 Newbrook Drive			9B. DATED (SEE ITEM 11)					
Chantilly VA 20151-2218			9B. DATED (SEE ITEM TT)					
			10A. MODIFICATION OF CONTRA	ACT/ORDEF	R NO.			
		[X]						
			N00178-04-D-4026-FC	05				
			10B. DATED (SEE ITEM 13)					
CAGE 8D014 FACILIT	TY CODE	DDE 19-Jul-2016						
11. TI	HIS ITEM ONLY APPL	IES TO AMENDM	ENTS OF SOLICITATIONS					
Offers must acknowledge receipt of this amendmen (a) By completing Items 8 and 15, and returning one separate letter or telegram which includes a referen DESIGNATED FOR THE RECEIPT OF OFFERS P you desire to change an offer already submitted, su amendment, and is received prior to the opening how 12. ACCOUNTING AND APPROPRIATION DATA	e (1) copy of the amendment; ce to the solicitation and ame RIOR TO THE HOUR AND D ch change may be made by t ur and date specified.	(b) By acknowledging endment numbers. FAIL DATE SPECIFIED MAY elegram or letter, providence of the control of t	receipt of this amendment on each copy URE OF YOUR ACKNOWLEDGEMEN RESULT IN REJECTION OF YOUR O	of the offer T TO BE RE FFER. If by	ECEIVED AT THE PLACE virtue of this amendment			
	SEE S	SECTION G						
			NS OF CONTRACTS/ORDERS	5,				
			S DESCRIBED IN ITEM 14.	NITHE CON	ITDACT ODDED NO. IN			
(*) A. THIS CHANGE ORDER IS ISSUED I ITEM 10A.	РОКБОАНТ ТО: (Specify aut	monty) THE CHANGES	SET FORTH IN ITEM 14 ARE MADE I	N THE CON	TRACT ORDER NO. IN			
B. THE ABOVE NUMBERED CONTRAI date, etc.)SET FORTH IN ITEM 14, PUI			NISTRATIVE CHANGES (such as char	nges in payir	ng office, appropriation			
[] C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURS	UANT TO AUTHORITY	OF:					
[X] D. OTHER (Specify type of modification 52.232-22	and authority)							
E. IMPORTANT: Contractor [X] is not, [] is			<u> </u>					
14. DESCRIPTION OF AMENDMENT/MODIFICAT SEE PAGE 2	ION (Organized by UCF sec	tion headings, including	solicitation/contract subject matter whe	ere feasible.))			
15A. NAME AND TITLE OF SIGNER (Type or prin	t)	16A. NAME AND TIT	LE OF CONTRACTING OFFICER (Typ	e or print)				
15B. CONTRACTOR/OFFEROR	16B. UNITED STATE	INITED STATES OF AMERICA 16C. DATE SIGN						
(Compating of pages	_	BY						
(Signature of person authorized to sign) (Signature of Contracting Officer)								

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding. 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 \$13,389,315.36 by \$418,931.00 to \$13,808,246.36.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7203AV	Fund Type - OTHER			
7203AW	O&MN,N			
7203AX	O&MN,N			
7203AY	Fund Type - OTHER			
7203AZ	O&MN,N			
9203AH	RDT&E			
9203AJ	O&MN,N			

The total value of the order is hereby increased from \$37,931,469.00 by \$0.00 to \$37,931,469.00.

CLIN/SLIN From (\$) By (\$) To (\$)
7200
7203AV

7203AW 7203AX

7203AY

7203AZ

9200

9203AH

9203AJ

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

CLIN/SLIN From To

7203AB

7203AV

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7203AW

7203AX

7203AY

7203AZ

9203AH

9203AJ

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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	Naval Surface Warfare Center (NSWC) Crane Division, Surveillance and Reconnaissance Systems Division(Code JXT) requires research, development, scientific, engineering, technical assistance, test and evaluation, operations, and maintenance of state- of-the-art and legacy systems and processes IAW SOW herein. Base Labor - Year 1. (Fund Type - TBD)		LH			\$4,497,299.39
7001		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G					\$1,991,413.61
7001AA	R425	Funding in support of TI-0005 for Cyber IA Support. (Fund Type - OTHER)		LO			\$14,416.56
7001AB	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0005 for Cyber. (Fund Type - OTHER)		LO			\$287,000.00
7001AC	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0005 for TPC. (Fund Type - OTHER)		LO			\$7,265.40
7001AD	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0005 for TMP. (Fund Type - OTHER)		LO			\$54,222.40
7001AE	R425	10 USC 2410(a) Authority is hereby		LO			\$38,000.00

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Item	PSC	Supplies/Services	Qty	Unit I	Est.	Cost	Fixe	d Fee	CPFF
		invoked. Funding in support of TI-0004 for GBOSS sustainment. (Fund Type - OTHER)							
7001AF	R425	Funding in support of TI-0001 for PMA-262. (Fund Type - OTHER)		LO					\$10,000.00
7001AG	R425	Funding in support of TI-0002 for PMA-262. (Fund Type - OTHER)		LO					\$10,000.00
7001AH	R425	Funding in support of TI-0003 for PMA-262. MOD 11: Deob \$1,033.40 from \$10,000 leaving a balance of \$8,966.60. (Fund Type - OTHER)		LO					\$8,966.60
7001AJ	R425	Funding in support of TI-0001 for PMA-290 Manned Recon program. (O&MN,N)		LO					\$20,000.00
7001AK	R425	Funding in support of TI-0003 for PMA-290 Manned Recon program. (O&MN,N)		LO					\$20,000.00
7001AL	R425	Funding in support of TI-0001 for PMA-262 TRITON program. (RDT&E)		LO					\$12,000.00
7001AM	R425	Funding in support of TI-0002 for PMA-262 TRITON program. (RDT&E)		LO					\$12,000.00
7001AN	R425	Funding in support of TI-0003 for PMA-262 TRITON program. (RDT&E)		LO					\$12,000.00
7001AP	R425	Funding in support of TI-0002 for PMA-290 Manned Recon program. (O&MN,N)		LO					\$20,000.00
7001AQ	R425	Funding in support of TI-0004 for Ground-Based Operational Surveillance System (G-BOSS) IA sustainment. (Fund Type - OTHER)		LO					\$43,917.07
7001AR	R425	Funding in support of TI-0001 for PMA-262 TRITON program. (RDT&E)		LO					\$25,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
7001AS	R425	Funding in support of TI-0002 for PMA-262 TRITON program. (RDT&E)		LO					\$25,000.00
7001AT	R425	Funding in support of TI-0003 for PMA-262 TRITON program. (RDT&E)		LO					\$25,000.00
7001AU	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)		LO					\$28,000.00
7001AV	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)		LO					\$14,000.00
7001AW	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)		LO					\$83,000.00
7001AX	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)		LO					\$45,000.00
7001AY	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)		LO					\$43,000.00
7001AZ	R425	Funding in support of TI-0005 for		LO					\$20,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	F	ixed	Fee	CPFF
		Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)								
7001BA	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)		LO						\$120,000.00
7001BB	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. (Fund Type - OTHER)		LO						\$9,000.00
7001BC	R425	10 USC 2410(a) Authority is hereby invoked. Approval was initially provided at the funding document level for SLIN 7201AU and is applicable to the current effort. Funding in support of TI-0007 for TPC IA Support. (Fund Type - OTHER)		LO						\$180,000.00
7001BD	R425	Funding in support of TI-0006 for EP-3 aircraft support. (APN)		LO						\$249,648.76
7001BE	R425	Funding in support of TI-0004 for Ground-Based Operational Surveillance System (G-BOSS) IA sustainment. (Fund Type - OTHER)		LO						\$15,200.00
7001BF	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target		LO						\$20,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fi	xed Fe	e	CPFF
		Materials Production. (Fund Type - OTHER)								
7001BG	R425	Funding in support of TI-0001 for PMA-290 Manned Recon program. (O&MN,N)		LO						\$33,000.00
7001ВН	R425	Funding in support of TI-0002 for PMA-290 Manned Recon program. (O&MN,N)		LO						\$77,500.00
7001BJ	R425	Funding in support of TI-0003 for PMA-290 Manned Recon program. (O&MN,N)		LO						\$77,500.00
7001BK	R425	Funding in support of TI-0001 for PMA-290 Manned Recon program. (O&MN,N)		LO						\$5,000.00
7001BL	R425	Funding in support of TI-0002 for PMA-290 Manned Recon program. (O&MN,N)		LO						\$5,000.00
7001BM	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0004 for Ground-Based Operational Surveillance System (G-BOSS) IA sustainment. (Fund Type - OTHER)		LO						\$58,921.82
7001BN	R425	Funding in support of TI-0001 for PMA-290 Manned Recon. (O&MN,N)		LO						\$13,285.00
7001BP	R425	Funding in support of TI-0002 for PMA-290 Manned Recon. (O&MN,N)		LO						\$13,285.00
7001BQ	R425	Funding in support of TI-0003 for PMA-290 Manned Recon. (O&MN,N)		LO						\$13,285.00
7001BR	R425	Funding in support of TI-0005 for ANTX: Innovation and Sensor Fusion Experimentation 2. (WCF)		LO						\$25,000.00
7001BS	R425	Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target		LO						\$100,000.00

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Unit Est. Cost

Qty

Fixed Fee

CPFF

PSC Supplies/Services

Materials Production.

systems and processes IAW SOW herein. OPTION YEAR 1 PLUS THREE ONE-YEAR OPTIONS.
LABOR Ceiling and LOE for option year 1 plus

three one-year options. NO FUNDING

Item

		(Fund Type - OTHER)		
7001BT	R425	Funding in support of TI-0001 for PMA-290 Manned Recon. (O&MN,N)	LO	\$24,000.00
7001BU	R425	Funding in support of TI-0002 for PMA-290 Manned Recon. (O&MN,N)	LO	\$34,500.00
7001BV	R425	Funding in support of TI-0003 for PMA-290 Manned Recon. (O&MN,N)	LO	\$24,500.00
7001BW	R425	Funding in support of TI-0003 for PMA-262 Triton. (APN)	LO	\$15,000.00
7100	R425	Naval Surface Warfare Center (NSWC) Crane Division, Surveillance and Reconnaissance Systems Division(Code JXT) requires research, development, scientific, engineering, technical assistance, test and evaluation, operations, and maintenance of state- of-the-art and legacy systems and processes IAW SOW herein. Surge Labor - Year 1. (Fund Type - TBD) Option	LH	\$648,832.00
7200	R425	Naval Surface Warfare Center (NSWC) Crane Division, Surveillance and Reconnaissance Systems Division(Code JXT) requires research, development, scientific, engineering, technical assistance, test and evaluation, operations, and maintenance of state- of-the-art and legacy	LH	\$15,369,546.03

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Item	PSC	Supplies/Services	Qty	Unit E	st	Cost	Fixed	Fee	CPFF
- CO.		WILL BE APPLIED TO THIS CLIN. Funding is applied to priced SUBCLINS under CLINS 7201, 7202, 7203, and 7204. Contractor shall not invoice against CLIN 7200. (Fund Type - TBD)	x-1	0				-50	
7201		Option Year 1 (Year 2) Labor Ordering Period.							\$4,731,282.15
7201AA	R425	Purchase requisition for URGENT incremental funding for FC05 TI-0003, Labor in support of PMA-262 Triton program. (APN)		LO					\$0.00
7201AB	R425	Funding in support of TI-0006 for PMA-290 requirements. (APN)		LO					\$495,000.00
7201AC	R425	Funding in support of TI-0006 for Program Related Engineering associated with Red Falcon. (O&MN,N)		LO					\$50,000.00
7201AD	R425	Funding in support of TI-0006 for Program Related Engineering associated with Red Falcon. (O&MN,N)		LO					\$5,000.00
7201AE	R425	Funding in support of TI-0006 for Program Related Engineering associated with Red Falcon. (O&MN,N)		LO					\$23,873.60
7201AF	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0005 for Information Assurance to support the operation and maintenance of the equipment for the PMMI Cyber Range/Tactical Cyber Innovation Toolkit. (Fund Type - OTHER)		LO					\$300,000.00
7201AG	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0007 Marine Corps Intelligence projects included within the		LO					\$100,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
		Distributed Common Ground System Marine Corps (DCGS-MC) Topographic Production Capability (TPC). (Fund Type - OTHER)							
7201AH	R425	Funding in support of TI-0001 for PMA-290 Manned Recon program. (Fund Type - OTHER)		LO					\$10,000.00
7201AJ	R425	Funding in support of TI-0002 for PMA-290 Manned Recon program. (Fund Type - OTHER)		LO					\$5,000.00
7201AK	R425	Funding in support of TI-0003 for PMA-290 Manned Recon program. (Fund Type - OTHER)		LO					\$5,000.00
7201AL	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0001 for PMA-290 Manned Recon program. (O&MN, N)		LO					\$78,750.00
7201AM	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0002 for PMA-290 Manned Recon program. (O&MN,N)		LO					\$110,700.00
7201AN	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0003 for PMA-290 Manned Recon program. (O&MN,N)		LO					\$112,500.00
7201AP	L070	Funding in support of TI-0005 for PMMI Cyber Range/Tactical Cyber Innovation Toolkit. (Fund Type - OTHER)		LO					\$30,000.00
7201AQ	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI 0001 for PMA-290 Manned Recon program. (O&MN,N)		LO					\$20,000.00
7201AR	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI 0002 for PMA-290 Manned Recon program. (O&MN, N)		LO					\$29,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed :	Fee	CPFF
7201AS	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI 0003 for PMA-290 Manned Recon program. (O&MN,N)		LO					\$25,000.00
7201AT	R423	10 USC 2410(a) Authority is hereby invoked. Purchase Requisition for TI-0005. Funds provide for contractor labor and ODCs for Information Assurance to support the operation of MCISRE Security as Service (SecaaS). (Fund Type - OTHER)		LO					\$185,000.00
7201AU	L070	10 USC 2410(a) Authority is hereby invoked. Purchase Requisition to provide additional funding for contractor labor support on TI-0007 Marine Corps Intelligence projects included within the Distributed Common Ground System Marine Corps (DCGS-MC) Topographic Production Capability (TPC). (Fund Type - OTHER)		LO					\$133,000.00
7201AV	R425	10 USC 2410(a) Authority is hereby invoked. Purchase requisition for URGENT incremental funding for FC05 TI-0008 Labor and FC05 TI-0008 ODC in support of PMA-290 Manned Recon program. (Fund Type - OTHER)		LO					\$75,000.00
7201AW	R408	Funding for contractor labor support on TI-07 Marine Corps Intelligence projects included within the Distributed Common Ground System Marine Corps (DCGS-MC) Topographic Production Capability (TPC). (Fund Type - OTHER)		LO					\$166,125.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	F	ixed F	'ee	CPFF
7201AX	R425	Funding in support of TI-0004 for support of GBOSS IA sustainment. (Fund Type - OTHER)		LO						\$35,358.00
7201AY	R425	Funding in support of TI-0005 in support of Program Manager Intelligence Systems (PMIS) Tactical Cyber Innovation Toolkit (TaCIT). (Fund Type - OTHER)		LO						\$95,000.00
7201AZ	R425	Funding in support of TI-0001 in support of PMA-290 Manned Recon program. (O&MN,N)		LO						\$30,000.00
7201BA	R425	Funding in support of TI-0002 in support of PMA-290 Manned Recon program. (O&MN,N)		LO						\$35,000.00
7201BB	R425	Funding in support of TI-0003 in support of PMA-290 Manned Recon program. (O&MN,N)		LO						\$35,000.00
7201BC	S211	Funds provided for TI-0005 for contractor labor for Information Assurance support for the Headquarters Marine Corps (HQMC) Intelligence Technology Department (ITD) MCISRE Security as a Service (Secaas). (Fund Type - OTHER)		LO						\$90,000.00
7201BD	R425	Funding provided for TI 0006 in support of PMA-290 requirements. Reference the attached TI 0006 SOW paragraphs 3.6.1 (APN)		LO						\$230,000.00
7201BE	AD25	Funding provided for TI-0005 for Information Assurance support for the Headquarters Marine Corps (HQMC) Intelligence Technology Department (ITD) MCISRE Security as a Service (Secaas). (Fund Type - OTHER)		LO						\$114,648.00
7201BF	R425	Funding provided for to support FC05 TI 0004 for support of		LO						\$43,918.00

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Item	PSC	Supplies/Services	Qty	Unit Est. Cos	t Fixed Fee	CPFF
		GBOSS IA sustainment. (Fund Type - OTHER)				
7201BG	R425	Funding Provided for FC05 TI-0001 in support of PMA-290 Manned Recon program. (O&MN,N)		LO		\$20,000.00
7201ВН	R425	Funding Provided for FC05 TI-0002 in support of PMA-290 Manned Recon program. (O&MN,N)		LO		\$20,000.00
7201BJ	R425	Funding Provided for FC05 TI-0003 in support of PMA-290 Manned Recon program. (O&MN,N)		LO		\$30,000.00
7201BK	R425	Funding Provided for FC05 TI-0008 in support of PMA-290 Manned Recon program. (O&MN,N)		LO		\$20,000.00
7201BL	L070	Funding provided for TI-0005 for Information Assurance to support the operation and maintenance of equipment for the Program Manager Intelligence Systems (PMIS) Tactical Cyber Innovation Toolkit (TaCIT). (Fund Type - OTHER)		LO		\$95,000.00
7201BM	R425	Funding for TI-0008 Labor in support of PMA-262. Deobligated in the amount of \$19,000 via modification 30. MOD 34: Extend PoP end date from 11/30/2018 to 09/30/2019. (RDT&E)		LO		\$35,000.00
7201BN	R425	Funding provided for TI-0001 Labor in support of PMA-290 P-8A program. (RDT&E)		LO		\$30,000.00
7201BP	R425	Funding provided for TI-0002 Labor in support of PMA-290 P-8A program. (RDT&E)		LO		\$30,000.00
7201BQ	R425	Funding provided for TI-0003 Labor in		LO		\$30,000.00

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Item	PSC	Supplies/Services	Qty	Unit Es	st. (Cost	Fixed	Fee	CPFF
		support of PMA-290 P-8A program. (RDT&E)							
7201BR	R425	Funding provided for TI-0008 Labor in support of PMA-290 P-8A program. MOD 34: Extending the PoP end date from 11/30/2018 to 9/30/2019. (RDT&E)		LO					\$30,000.00
7201BS	M1BG	Funds provide for contractor labor for Information Assurance support for the Headquarters Marine Corps (HQMC) Intelligence Technology Department (ITD) MCISRE Security as a Service (Secaas). (Fund Type - OTHER)		LO					\$251,059.00
7201BT	R425	Funding for TI-0009 in support of JXV Test & Evaluation. (WCF)		LO					\$23,500.00
7201BU	R425	Funding for TI-0010 in support of PMA-262 TRITON program. (RDT&E)		LO					\$60,000.00
7201BV	R425	Funding provided in support of TI-0001 in support PMA-290. (RDT&E)		LO					\$34,000.00
7201BW	R425	Funding provided in support of TI-0002 in support PMA-290. MOD 34: Extending the PoP end date from 11/30/2018 to 09/30/2019. (RDT&E)		LO					\$78,000.00
7201BX	R425	Funding provided in support of TI-0003 in support PMA-290. MOD 34: Extend PoP end date from 11/30/2018 to 09/30/2019. (RDT&E)		LO					\$78,000.00
7201BY	R425	Funding provided for TI 0004 for support of GBOSS IA sustainment. (Fund Type - OTHER)		LO					\$141,394.00
7201BZ	M1BG	Funds provided for TI-0005 for contractor labor for Information Assurance support for the Headquarters Marine Corps (HQMC)		LO					\$231,705.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fix	ed Fee	CPFF
		<pre>Intelligence Technology Department (ITD) MCISRE Security as a Service (Secaas). (RDT&E)</pre>							
7201CA	R425	Funding provided for TI-0006 in support of PMA-290 requirements. (APN)		LO					\$160,000.00
7201CB	R425	Funding provided in support of TI-0006 in support PMA-290. (O&MN,N)		LO					\$80,000.00
7201CC	R425	Funding provided in support of TI-0006 in support PMA-290.		LO					\$9,251.55
7201CD	R425	Funding provided in support of TI-0006 in support PMA-290.		LO					\$125,000.00
7201CE	R425	Funding provided in support of TI-0001 in support PMA-290.		LO					\$76,500.00
7201CF	R425	Funding provided in support of TI-0002 in support PMA-290.		LO					\$104,000.00
7201CG	R425	Funding provided in support of TI-0003 in support PMA-290.		LO					\$104,000.00
7201CH	R425	Funding provided in support of TI-0008 in support PMA-290. (O&MN,N)		LO					\$132,000.00
7201CJ	R425	Funding provided for TI-0005 in support of Information Assurance for HQMC ITD. SLIN mistakenly placed under Year 2. Do to system constraints SLIN number will not be changed. (Fund Type - OTHER)		LO					\$5,000.00
7201CK	M1BG	Funds provided for TI-0005 in support of Information Assurance support for Systems Planning, Engineering and Evaluation Device		LO					\$5,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
		(Speed) Software Support. SLIN mistakenly placed under Year 2. Do to system constraints SLIN number will not be changed. (Fund Type - OTHER)	2-1						
7201CL	R425	Funding Provided for TI-0010 in support of PMA-290 P8A program. SLIN mistakenly placed under Year 2. Do to system constraints SLIN number will not be changed. (RDT&E)		LO					\$25,000.00
7202		Option Year 2 (Year 3) Labor Ordering Period. Contractor shall invoice the following SLINS IAW PGI 204.7108(d)(1).							\$3,804,879.00
7202AA	R499	Funding is provided for TI-0011, in support of Information Assurance for the Headquarters Marine Corps Intelligence technology Department MCISRE Security as a Service. (Fund Type - OTHER)		LO					\$4,000.00
7202AB	R425	Funding provided for TI-0007 in support of Marine Corps Intelligence projects included within the Distributed Common Ground System Marine Corps Topographic Production Capability. 2410a is invoked. (Fund Type - OTHER)		LO					\$441,366.00
7202AC	R499	Funding provided for TI-0011 in support of labor for Information Assurance support for Headquarters Marine Corps (HQMC) Intelligence Technology Department (ITD MCISRE Security as a Service (Secaas). 2410a is hereby invoked. (Fund Type - OTHER)		LO					\$146,000.00

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Ite	m I	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fi	xed Fee	è	CPFF
720	2AD E	R425	Funding in support of TI-0002 for PMA-290 requirements. (Fund Type - OTHER)		LO						\$47,000.00
720	2AE I	R425	Funding in support of TI-0003 for PMA-290 requirements. (Fund Type - OTHER)		LO						\$47,000.00
720	2AF F	R425	Funding in support of TI-0002 for PMA-290 requirements. (Fund Type - OTHER)		LO						\$79,000.00
720	2AG I	R425	Funding in support of TI-0003 for PMA-290 requirements. (Fund Type - OTHER)		LO						\$172,000.00
720	2AH E	R425	Funding in support of TI-0001 for PMA-290 requirements. (Fund Type - OTHER)		LO						\$194,000.00
720	2AJ E	R425	Funding in support of TI-0008 for PMA-290 requirements. (Fund Type - OTHER)		LO						\$260,500.00
720	2ak i	R425	Funding in support of TI-0005 for PMA-290 P8A program. (RDT&E)		LO						\$12,000.00
720	2AL I	ь070	Funding provided for TI-0005 in support of Information Assurance for Headquarters Marine Corps and Program Manager Intelligence Systems. (Fund Type - OTHER)		LO						\$200,000.00
720	2AM A	AC14	Funding provided for Increment 3 ECP6 Combat Systems Hardware (CSH) research, verification and updates to the Asset Tracking System (ATS), and logistics product data support in direct support of P-8A aircraft for PMA-290 per TI-0001. (RDT&E)		LO						\$38,000.00
720	2AN A	AC14	Funding provided for Increment 3 ECP6 Combat Systems Hardware (CSH) research, verification and updates to the		LO						\$25,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fi	xed	Fee	CPFF
		Asset Tracking System (ATS), and logistics product data support in direct support of P-8A aircraft for PMA-290 per TI-0002. (RDT&E)								
7202AP	AC14	Funding provided for Increment 3 ECP6 Combat Systems Hardware (CSH) research, verification and updates to the Asset Tracking System (ATS), and logistics product data support in direct support of P-8A aircraft for PMA-290 per TI-0003. (RDT&E)		LO						\$88,000.00
7202AQ	AC14	Funding provided for Increment 3 ECP6 Combat Systems Hardware (CSH) research, verification and updates to the Asset Tracking System (ATS), and logistics product data support in direct support of P-8A aircraft for PMA-290 per TI-0008. (RDT&E)		LO						\$46,000.00
7202AR	AC14	Funding provided for Increment 3 ECP6 Combat Systems Hardware (CSH) research, verification and updates to the Asset Tracking System (ATS), and logistics product data support in direct support of P-8A aircraft for PMA-290 per TI-0010. (RDT&E)		LO						\$105,000.00
7202AS	R425	Funding provided for TI-0006 in support of PMA-290. (O&MN,N)		LO						\$218,510.00
7202AT	R425	Funding provided for TI-0006 for technical support of RF3 Upgrades. (Fund Type - OTHER)		LO						\$440,000.00
7202AU	L070	Funding provided in support of TI-0005 for		LO						\$460,125.00

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Item	PSC	Supplies/Services	Qty	Unit Est.	Cost	Fixed Fee	CPFF
		Information Assurance support. (Fund Type - OTHER)					
7202AV	R425	Funding provided for TI-0004 in support of GBOSS information assurance and cyber security. (Fund Type - OTHER)		LO			\$106,378.00
7202AW	R499	10 USC 2410(a) Authority is hereby invoked. Funding provided for TI-0011 in support of Information Assurance. (Fund Type - OTHER)		LO			\$225,000.00
7202AX	R425	Funding provided for TI-0002 in support of PMA-290 P8A program. (RDT&E)		LO			\$15,000.00
7202AY	R425	Funding provided for TI-0008 in support of PMA-290 P8A program. (RDT&E)		LO			\$45,000.00
7202AZ	R425	Funding provided for TI-0006 in support of modifications integrating Advanced Data Collection Equipment on SPA. (WCF)		LO			\$390,000.00
7203		Option Year 3 (Year 4) Labor Ordering Period. Contractor shall invoice the following SLINs IAW PGI 204.7108(d)(1).					\$2,896,598.82
7203AA	L070	Funding provided in support of TI-0005 for contractor labor for information assurance support. 10 USC 2410(a) Authority is hereby invoked. (Fund Type - OTHER)		LO			\$335,000.00
7203AB	R425	Funding provided for TI-0004 in support of GBOSS IA and Cyber Security sustainment. 10 USC 2410(a) Authority is hereby invoked. (Fund Type - OTHER)		LO			\$106,378.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fix	ed Fee	CPFF
7203AC	R408	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0007 for Distributed Common Ground System Marine Corps Topographic Production Capability. (Fund Type - OTHER)		LO					\$376,508.82
7203AD	R425	Funding in support of TI-0005 in support of Information Assurance support for Headquarters Marine Corps Expeditionary Communications program. (Fund Type - OTHER)		LO					\$13,000.00
7203AE	R429	Funding in support of TI-0011 for Information Assurance support for the Headquarters Marine Corps (HQMC) Deputy Commandant Information (DCI). (Fund Type - OTHER)		LO					\$61,000.00
7203AF	R425	Funding in support of TI-0006 for the engineering support associated with integrating Collection, Recording, and Distribution modification upgrade on EP-3. (APN)		LO					\$460,000.00
7203AG	J016	Funding in support of TI-0001 for support of Manned Reconnaissance repair. (O&MN,N)		LO					\$46,000.00
7203AH	J016	Funding provided for TI-0002 in support of Manned Reconnaissance repair. (O&MN,N)		LO					\$35,000.00
7203AJ	J016	Funding provided for TI-0003 in support of Manned Reconnaissance repair. (O&MN,N)		LO					\$25,000.00
7203AK	J016	Funding in support of TI-0008 for Manned Reconnaissance repair. (O&MN,N)		LO					\$37,000.00
7203AL	R425	Funding in support of TI-0002 for Triton Integration of the		LO					\$160,000.00

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Item	PSC	Supplies/Services	Qty	Unit Est.	Cost	Fixed Fee	CPFF
		Triton program. (APN)					
7203AM	R425	Funding in support of TI-0008 for Triton Integration of the Triton program. (APN)		LO			\$310,000.00
7203AN	R425	Funding in support of TI-0010 for Triton Integration of the Triton program. (APN)		LO			\$80,000.00
7203AP	AC14	Funding in support of TI-0001 for support of P-8A aircraft. (RDT&E)		LO			\$40,000.00
7203AQ	AC14	Funding in support of TI-0002 for support of P-8A aircraft. (RDT&E)		LO			\$40,000.00
7203AR	AC14	Funding in support of TI-0003 for support of P-8A aircraft. (RDT&E)		LO			\$37,000.00
7203AS	AC14	Funding in support of TI-0008 for support of P-8A aircraft. (RDT&E)		LO			\$40,000.00
7203AT	AC14	Funding in support of TI-0010 for support of P-8A aircraft. (RDT&E)		LO			\$38,000.00
7203AU	L070	Funding in support of TI-0005 for Information Assurance support for Marine Corps Systems Command Program Manager Intelligence Systems (Fund Type - OTHER)		LO			\$248,781.00
7203AV	R499	Funding in support of TI-0011 for Information Assurance support for the Headquarters Marine Corps. (Fund Type - OTHER)		LO			\$10,000.00
7203AW	J016	Funding in support of TI-0001 to complete component rework associated with Manned Reconnaissance aircraft. (O&MN,N)		LO			\$119,000.00
7203AX	J016	Funding in support of TI-0003 to complete component rework associated with Manned Reconnaissance aircraft. (O&MN,N)		LO			\$140,000.00

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Item PSC	Supplies/Services	Qty	Unit Est. Cost	Fixed Fee	CPFF
7203AY R499	Funding in support of TI-0011 for Information Assurance support for the Headquarters Marine Corps. (Fund Type - OTHER)		LO		\$10,000.00
7203AZ J016	Funding in support of TI-0012 for PMA-290 Manned Recon (O&MN,N)		LO		\$128,931.00
7204	Option Year 4 (Year 5) Labor Ordering Period. Contractor shall invoice the following SLINs IAW PGI 204.7108(d)(1).				\$0.00

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

7300 R425 Naval Surface Warfare Center

(NSWC) Crane Division, Surveillance and Reconnaissance Systems Division(Code JXT) requires research, development, scientific, engineering, technical assistance, test and evaluation, operations, and maintenance of stateof-the-art and legacy systems and processes IAW SOW herein. OPTION YEAR 1 PLUS THREE ONE-YEAR OPTIONS. (Surge CLIN for unanticipated LOE) SURGE LABOR Ceiling and LOE for option year 1 plus three one-year options. NO FUNDING WILL BE APPLIED TO THIS CLIN. Funding is applied to priced SUBCLINs under CLINs 7301, 7302, 7303, 7304. Contractor shall not invoice against CLIN 7300. (Fund Type - TBD)

Option

7301 Surge CLIN for unanticipated LOE. Option Year 1 (Year 2) Surge Labor Ordering Period. Contractor shall invoice the following SLINs IAW PGI 204.7108(d)(1).

7302 Surge CLIN for unanticipated LOE. Option Year 2 (Year 3) Surge Labor Ordering Period. Contractor shall invoice the

\$2,680,272.00

\$0.00

\$0.00

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Item	PSC	Supplies/Services Q)ty	Unit	Est.	Cost	Fi	xed	Fee	CPFF	
		following SLINs IAW PGI 204.7108(d)(1).									
7303		Surge CLIN for unanticipated LOE. Option Year 3 (Year 4) Surge Labor Ordering Period. Contractor shall invoice the following SLINs IAW PGI 204.7108(d)(1).								\$0.00	
7304		Surge CLIN for unanticipated LOE. Option Year 4 (Year 5) Surge Labor Ordering Period. Contractor shall invoice the following SLINs IAW PGI 204.7108(d)(1).								\$0.00	
Item	PSC	Supplies/Services					Qty Un		Est. Cost	Fixed Fee	тячо
7400	R425	THIS CLIN IS NOT APPLICABLE BUT TO SEAPORT SYSTEM CONSTRAINTS.				DUE	LH				\$0.00
7500	R425	Naval Surface Warfare Center (N THIS CLIN IS NOT APPLICABLE BUT TO SEAPORT SYSTEM CONSTRAINTS.	CAN'T I	BE DEI	ETED	•	LH				\$0.00
		Option									
7600	R425	THIS CLIN IS NOT APPLICABLE BUT TO SEAPORT SYSTEM CONSTRAINTS.				DUE	LH				\$0.00
		Option									
7700	R425	THIS CLIN IS NOT APPLICABLE BUT TO SEAPORT SYSTEM CONSTRAINTS.				DUE	LH				\$0.00
		Option									
7800	R425	THIS CLIN IS NOT APPLICABLE BUT TO SEAPORT SYSTEM CONSTRAINTS.				DUE	LH				\$0.00
		Option									
7900	R425	THIS CLIN IS NOT APPLICABLE BUT TO SEAPORT SYSTEM CONSTRAINTS.				DUE	LH				\$0.00
		Option									
For C	ost T	ype / NSP Items									
		Supplies/Services					Qty	Un	Est.	Fixed	CPFF

Data In accordance with statement of work and CDRL(s) A001-A029 and applicable DID(s). The price/cost for all data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN(s)7000-7900

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost

- 9000 R425 Other Direct Cost in support of CLIN 7000 IAW SOW herein.
 Base Year one (Year 1) ODC (Fund Type OTHER)
- 9001 Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.
- 9001AA R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0005 for Cyber. (Fund Type OTHER)
- 9001AB R425 Funding in support of TI-0001 for PMA-290 Manned Recon program. (O&MN,N)
- 9001AC R425 Funding in support of TI-0003 for PMA-290 Manned Recon program. (O&MN,N)
- 9001AD R425 Funding in support of TI-0002 for PMA-290 Manned Recon program. (O&MN,N)
- 9001AE R425 Funding in support of TI-0005 for Information Assurance to support the PMMI Cyber Range/Tactical Cyber Innovation Toolkit, Target Materials Production. MOD 11: Deob\$30,000 from \$40,000 leaving a balance of \$10,000. (Fund Type OTHER)
- 9001AF R425 10 USC 2410(a) Authority is hereby invoked. Approval was initially provided at the funding document level for SLIN 7201AU and is applicable to the current effort. Funding in support of TI-0007 for TPC IA Support. (Fund Type OTHER)
- 9001AG R425 Funding in support of TI-0004 for Ground-Based Operational Surveillance System (G-BOSS) IA sustainment. (Fund Type OTHER)
- 9001AH R425 Funding in support of TI-0006 for EP-3 aircraft support. (APN)
- 9001AJ R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0004 for Ground-Based Operational Surveillance System (G-BOSS) IA sustainment. (Fund Type-OTHER)
- 9001AK S211 Urgent purchase requisition for TI-0005. Funds provide for contractor ODCs for Information Assurance to support the operation and maintenance of equipment for the Intelligence Technology Department (ITD) Enterprise HUB (EHUB). (Fund Type OTHER)
- 9100 R425 Other Direct Cost in support of CLIN 7100 IAW SOW herein.

 Base Year One (Year 1) SURGE ODC (Fund Type TBD)

 Option
- 9200 R425 Other Direct Cost in support of CLIN 7200 IAW SOW herein.

 OPTION YEAR 1 PLUS THREE ONE-YEAR OPTIONS. ODC ONLY
 Ceiling for option year 1 plus three one-year options. NO
 FUNDING WILL BE APPLIED TO THIS CLIN. Funding is applied
 to priced SUBCLINs under CLINs 9201, 9202, 9203, and 9204.
 Contractor shall not invoice against CLIN 9200. (Fund Type
 TBD)

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Qty Unit Est. Cost

- 9201 Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.
- 9201AA R425 Funding in support of TI-0006 for PMA-290 requirements. (APN)
- 9201AB R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0001 for PMA-290 Manned Recon program. (O&MN,N)
- 9201AC R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0002 for PMA-290 Manned Recon program. (O&MN,N)
- 9201AD R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0003 for PMA-290 Manned Recon program. (O&MN,N)
- 9201AE R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI 0001 for PMA-290 Manned Recon program. (O&MN,N)
- 9201AF R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI 0002 for PMA-290 Manned Recon program. (O&MN,N)
- 9201AG R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI 0003 for PMA-290 Manned Recon program. (O&MN,N)
- 9201AH R423 10 USC 2410(a) Authority is hereby invoked. Purchase Requisition for TI-0005. Funds provide for contractor labor and ODCs for Information Assurance to support the operation of MCISRE Security as Service (Seca
- 9201AJ R425 10 USC 2410(a) Authority is hereby invoked. Purchase requisition for URGENT incremental funding for FC05
 TI-0008 Labor and FC05 TI-0008 ODC in support of PMA-290
 Manned Recon program. (Fund Type OTHER)
- 9201AK S211 Urgent purchase requisition for TI-0005. Funds provide for contractor ODCs for Information Assurance to support the operation and maintenance of equipment for the Intelligence Technology Department (ITD) Enterprise HUB (EHUB). (Fund Type OTHER)
- 9201AL R408 Funding for ODC's on TI-07 Marine Corps Intelligence projects included within the Distributed Common Ground System Marine Corps (DCGS-MC) Topographic Production Capability (TPC). (Fund Type OTHER)
- 9201AM R425 Funding in support of TI-0005 in support of Program Manager Intelligence Systems (PMIS) Tactical Cyber Innovation Toolkit (TaCIT). (Fund Type OTHER)
- 9201AN R425 Funding provided for TI 0006 in support of PMA-290 requirements. Reference the attached TI 0006 SOW paragraphs 3.6.1 (APN)
- 9201AP AD25 Funds provide for TI-0005 for Information Assurance support for the Headquarters Marine Corps (HQMC)
 Intelligence Technology Department (ITD) MCISRE Security as a Service (SecaaS). (Fund Type OTHER)

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Qty Unit Est. Cost

- 9201AQ R425 Funding provided for TI-0005 for Information Assurance to support the operation and maintenance of equipment for the Program Manager Intelligence Systems (PMIS) Tactical Cyber Innovation Toolkit (TaCIT). (Fund Type OTHER)
- 9201AR R425 Funding for TI-0009 in support of JXV Test & Evaluation. (WCF)
- 9201AS R425 Funding for TI-0010 in support of PMA-262 TRITON program. MOD 34: Extend PoP end date from 11/30/2018 to 09/30/2019. (RDT&E)
- 9201AT R425 Funding provided in support of TI-0001 in support PMA-290. (O&MN,N)
- 9201AU R425 Funding provided in support of TI-0002 in support PMA-290. (O&MN,N)
- 9201AV R425 Funding provided in support of TI-0003 in support PMA-290. (O&MN,N)
- 9201AW R425 Funding provided in support of TI-0008 in support PMA-290. (O&MN,N)
- 9202 Option Year 2 (Year 3) ODC ONLY Ordering Period.

 Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.
- 9202AA R408 Funding provided for TI-0007 Marine Corps Intelligence projects included within the Distributed Common Ground System Marine Corps Topographic Production Capability. 2410a Invoked. (Fund Type OTHER)
- 9202AB R425 Funding in support of TI-0002 for PMA-290 requirements. (Fund Type OTHER)
- 9202AC R425 Funding in support of TI-0003 for PMA-290 requirements. (Fund Type OTHER)
- 9202AD R425 Funding in support of TI-0001 for PMA-290 requirements. (Fund Type OTHER)
- 9202AE R425 Funding in support of TI-0008 for PMA-290 requirements. (Fund Type OTHER)
- 9202AF R425 Funding provided for Increment 3 ECP6 Combat Systems
 Hardware (CSH) research, verification and updates to the
 Asset Tracking System (ATS), and logistics product data
 support in direct support of P-8A aircraft for PMA-290 per
 TI-0001. (RDT&E)
- 9202AG R425 Funding provided for Increment 3 ECP6 Combat Systems
 Hardware (CSH) research, verification and updates to the
 Asset Tracking System (ATS), and logistics product data
 support in direct support of P-8A aircraft for PMA-290 per
 TI-0002. (RDT&E)
- 9202AH R425 Funding provided for Increment 3 ECP6 Combat Systems
 Hardware (CSH) research, verification and updates to the
 Asset Tracking System (ATS), and logistics product data
 support in direct support of P-8A aircraft for PMA-290 per
 TI-0003. (RDT&E)
- 9202AJ R425 Funding provided for Increment 3 ECP6 Combat Systems
 Hardware (CSH) research, verification and updates to the

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Qty Unit Est. Cost

Asset Tracking System (ATS), and logistics product data support in direct support of P-8A aircraft for PMA-290 per TI-0008. (RDT&E)

- 9202AK R425 Funding provided for Increment 3 ECP6 Combat Systems
 Hardware (CSH) research, verification and updates to the
 Asset Tracking System (ATS), and logistics product data
 support in direct support of P-8A aircraft for PMA-290 per
 TI-0010. (RDT&E)
- 9202AL R425 Funding provided for TI-0006 in support of PMA-290. (O&MN,N)
- 9202AM R425 ODC funding provided for TI-0006 in support of RF3 upgrades (Fund Type OTHER)
- 9202AN R425 ODC Funding provided in support of TI-0005 for Information Assurance support. (Fund Type OTHER)
- 9202AP R499 10 USC 2410(a) Authority is hereby invoked. Funding provide for TI-0011 in support of Information Assurance. (Fund Type OTHER)
- 9202AQ R425 Funding provided for TI-0003, in support of PMA-290. (RDT&E)
- 9202AR L070 Funding provided for TI-0006 in support of modifications integrating Advanced Data Collection Equipment on SPA. (Fund Type OTHER)
- 9202AS R425 Funding provided for TI-0003 in support of PMA-290 Manned Recon Program. (O&MN,N)
- 9203 Option Year 3 (Year 4) ODC ONLY Ordering Period.

 Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.
- 9203AA R425 Funding provided for TI-0005 in support of information assurance support. USC 2410(a) Authority is hereby invoked. (Fund Type OTHER)
- 9203AB R425 10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0007 for Distributed Common Ground System Marine Corps (Fund Type OTHER)
- 9203AC J016 Funding in support of TI-0001 for support of Manned Reconnaissance repair. (O&MN,N)
- 9203AD J016 Funding in support of TI-0008 for Manned Reconnaissance repair. (O&MN,N)
- 9203AE AC14 Funding in support of TI-0003 for support of P-8A aircraft for PMA-290. (RDT&E)
- 9203AF AC14 Funding in support of TI-0010 for support of P-8A aircraft for PMA-290. (RDT&E)
- 9203AG L070 Funding in support of TI-0005 for Information Assurance support for Marine Corps Systems Command Program Manager Intelligence Systems. (Fund Type OTHER)
- 9203AH R425 Funding in support of TI-0002 for support of PMA 262. (RDT&E)
- 9203AJ J016 Funding in support of TI-0012 for PMA-290E Manned Recon Requirements (O&MN,N)

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Item	PSC	Supplies/Services	Qty Unit Est.	Cost
9204		Option Year 4 (Year 5) ODC ONLY Ordering Period. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.		
9204AA	R425	ODC in support of CLIN 7204		
9300	R425	Other Direct Cost in support of CLIN 7300 IAW SOW herein. OPTION YEAR 1 PLUS THREE ONE-YEAR OPTIONS. (Surge CLIN for unanticipated ODC) ODC ONLY Ceiling for option yearone plus three one-year options. NO FUNDING WILL BE APPLIED TO THIS CLIN. Funding is applied to priced SUBCLINs under CLIN 9301, 9302, 9303, 9304. Contractor shall not invoice against CLIN 9300 (Fund Type - TBD)		
		Option		
9301		Surge CLIN for unanticipated ODC. Option Year 1 (Year 2) ODC ONLY Ordering Period. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.		
9301AA	R425	ODC in support of CLIN 7301		
9302		Surge CLIN for unanticipated ODC. Option Year 2 (Year 3) ODC ONLY Ordering Period. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.		
9302AA	R425	ODC in support of CLIN 7302		
9303		Surge CLIN for unanticipated ODC. Option Year 3 (Year 4) ODC ONLY Ordering Period. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.		
9303AA	R425	ODC in support of CLIN 7303		
9304		Surge CLIN for unanticipated ODC. Option Year 4 (Year 5) ODC ONLY Ordering Period. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.		
9304AA	R425	ODC in support of CLIN 7304		
9400	R425	THIS CLIN IS NOT APPLICABLE BUT CAN'T BE DELETED DUE TO SEAPORT SYSTEM CONSTRAINTS. (Fund Type - TBD)		
9500	R425	THIS CLIN IS NOT APPLICABLE BUT CAN'T BE DELETED DUE TO SEAPORT SYSTEM CONSTRAINTS. (Fund Type - TBD)		
		Option		
9600	R425	THIS CLIN IS NOT APPLICABLE BUT CAN'T BE DELETED DUE TO SEAPORT SYSTEM CONSTRAINTS. (Fund Type - TBD)		
		Option		
9700	R425	THIS CLIN IS NOT APPLICABLE BUT CAN'T BE DELETED DUE TO SEAPORT SYSTEM CONSTRAINTS. (Fund Type - TBD)		
		Option		
9800	R425	THIS CLIN IS NOT APPLICABLE BUT CAN'T BE DELETED DUE TO SEAPORT SYSTEM CONSTRAINTS. (Fund Type - TBD)		

Option

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Qty Unit Est. Cost

9900 R425 THIS CLIN IS NOT APPLICABLE BUT CAN'T BE DELETED DUE TO SEAPORT SYSTEM CONSTRAINTS. (Fund Type - TBD)

Option

Section B Notes

• There is a Small Business subcontracting requirement for this Task Order.

CNIN-NOTICE-0002 NSWC CRANE GENERAL PROCUREMENT INFORMATION (AUG 2015)

1. NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY

NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 7 August 2012, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. In accordance with NSWC Crane Policy Letter 14-02 dated 20 March 2014, all government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces. This policy prohibits all personal electronic devices other than personal cell phones. For the purpose of this policy, "spaces" include outdoor ranges and test areas. NSWC Crane areas will be clearly marked. Prohibited devices include: MP3 players, e-readers, digital recording devices, laptop and tablet computers, and/or other electronic devices not provided by the government or specifically authorized. One-way pagers are allowed for fire, safety and security purposes. These devices can be used in non-NSWC Crane areas.

2. RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

A new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to the Naval Support Activity (NSA)/NSWC Crane site, contractors should consider taking advantage of the benefits available from the RAPIDGate program. A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer.

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at

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Additional information is available at

3. BUSINESS HOURS

NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 2:30 pm (local time).

4. TAX EXEMPTION

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a government activity from any payment of sales and use taxes.

The assigned Exemption Number is 0018103400015

5. NSWC CRANE RECEIVING FACILITY SCHEDULE

Contractors shall schedule deliveries to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time (EST). The receiving facility is <u>closed</u> on Saturdays and Sundays.

Contractors shall ensure deliveries of **EXPLOSIVE MATERIALS** arrive at destination only on Monday through Thursday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. EST. The receiving facility for explosives is <u>closed</u> on Fridays, Saturdays and Sundays.

6. OPTION

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

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

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

HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

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

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

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled

"FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to 5% of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled

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

- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the

Contractor's or employee's convenience.

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 SCOPE

This Statement of Work (SOW) sets forth the requirements for research, development, scientific, engineering, technical assistance, test and evaluation, operations, and maintenance of state-of-the-art and legacy systems and processes for the Surveillance and Reconnaissance Systems Division, Code JXT at Crane Division, Naval Surface Warfare Center (NSWC). Tasking may include performance of independent technical studies and analyses; conduction of site surveys and field data collection; independent evaluation of agency initiatives; system demonstrations; system engineering and development; system integration. testing, validation and verification; capability needs analysis; technology road mapping; systems engineering; system of systems (SoS) engineering; collaborative computing; development of decision support/information sharing technology, establishment of virtual environments for rapid deployment; rapid prototyping; training technologies; test planning, conduct, and reporting; Special Mission related supply chain support; basic and applied research and support in the areas of information technologies, supported systems, and weapons platforms as they relate to highly technical product lines in the areas of intelligence, surveillance, reconnaissance (ISR), and other special capabilities to serve the various communities. Requirements also supported under this Task Order (TO) may include the evaluation of commercial products as to their capability to meet Government needs, along with facilitating efforts associated with the transition of these technologies from laboratory, university, or commercial entities, performance of structured engineering studies; development of engineering total ownership cost (TOC) analysis tools; and leveraging technologies from other Government organizations and programs.

Support may be required for systems and processes for the design, development, acquisition, integration, modeling and simulation and test assessment of the following:

- Intelligence, surveillance, and reconnaissance (ISR) systems and networked ISR systems; intelligence collection and
 intelligence analysis systems such as electronic intelligence, signal intelligence, communications intelligence, measures and
 signatures intelligence; special platform sensor integration including aeronautical and spaced-based domains
- Ground based electronic attack, electronic surveillance, and electronic protection systems
- Processing, exploitation, and dissemination system support to counter terrorism and counter insurgency intelligence systems
 design including socio-cultural analysis, all source analysis of publicly available information, and predictive geospatial
 analytics. Includes data mining for entity discovery and patterns of life, development of tools and techniques to resolve big
 data challenges-, and rapid development of data visualization tools.
- Signature management (low observable) technologies for special operations mission support including support to identify superiority management.
- Computer network attack, exploitation, and defensive systems for cyber operations.
- Targeting, tracking, locating, of hostile and friendly forces
- Unattended ground sensors used for the collection of intelligence information
- Sensitive site exploitation tools and technologies.

Tasking may include level of effort for non-personal services support for applied research, and Special Mission/ Electronic Warfare Mission area clients. The Contractor shall furnish all labor, material, facilities, and travel necessary to accomplish the efforts described by this SOW unless otherwise provided as GFP.

1.1 Background

Crane Division is a component of the Naval Surface Warfare Center, Naval Sea Systems Command (NAVSEA), located approximately 70 miles Southwest of Indianapolis, Indiana. NSWC Crane is a multi-mission, multi-service product center with both a fleet support and industrial base mission. Our fleet support mission is performed in a joint, cross-service, and cross-platform environment when possible. The Special Warfare and Expeditionary Systems Department (SWESD) within Crane is comprised of six (6) Divisions including Surveillance and Reconnaissance Systems, Small Arms Weapons, Electro-Optic Technology, Specialized Munitions, Maneuver and Engagement, and Expeditionary Systems Evaluation. SWESD delivers specialized training and support for the advanced Warfighter, providing a distinct advantage in sensors and communications, intelligence, mobility and maneuverability, and special munitions and weapons.

The Surveillance and Reconnaissance Systems Division of NSWC Crane serves a wide variety of customers including United States Marine Corps (USMC), United States Special Operations Command (USSOCOM), and other Department of Defense (DoD) and Federal customers that rely on diverse and highly technical product lines in the areas of intelligence, surveillance, reconnaissance (ISR), and other special capabilities to serve the various communities.

1.2 Applicable Contract Paragraphs

This Task Order applies to the following SOW paragraphs of the basic Seaport Enhanced (Seaport-e) Multiple Award Contract

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(MAC):

Basic SOW	Para Task Requirements
3.1	Research and Development Support
3.2	Engineering, System Engineering, and Process Engineering Support
3.3	Modeling, Simulation, Stimulation, and Analysis Support
3.4	Prototyping, Pre-Production, Model-Making, Fabrication Support
3.5	System Design Documentation and Technical Data Support
3.6	Software Engineering, Development, Programming, and Network Support
3.7	Reliability, Maintainability, and Availability (RM&A) Support
3.8	Human factors, performance, and Usability Engineering Support- N/A
3.9	System Safety Engineering Support-N/A
3.10	Configuration Management (CM) Support
3.11	Quality Assurance (QA) Support
3.12	Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
3.11	Inactivation and Disposal Support – N/A
3.14	Interoperability, Test and Evaluation, Trials Support
3.16	Logistics Support
3.17	Supply and Provisioning Support
3.18	Training Support
3.19	In-Service Engineering, Fleet Introduction, Installation and Checkout
	Support
3.20	Program Support

2.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/task order (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation), shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto. In the event of a conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1 Military Specifications and Standards.

MIL-HDBK-217F(2)	Reliability Prediction of Electronic Equipment
MIL-HDBK-235-1C	Military Operational Electromagnetic Environment Profiles Part 1C General Guidance
MIL-HDBK-237D NOT 1 Acquisition Process	Electromagnetic Environmental Effects and Spectrum Supportability Guidance for the
MIL-HDBK-259 NOT 1	Life Cycle Cost in Navy Acquisitions
MIL-STD-461F and Equipment	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems
MIL-STD-961E (2) NOT 3 and Content	Defense and Program-Unique Specifications Format
MIL-STD-31000A	Technical Data Package

2.2 Other Government Documents.

DOD-5000.3-M-4	Joint Test and Evaluation Procedures Manual		

OPNAVINST 5102.1D	Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping

Classification of Characteristics

Manual

DOD-STD-2101

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DOD 5200.1, Volume 1 DoD Information Security Program: Overview, Classification, and Declassification

DOD 5200.28-M ADP Security Manual

DOD 5220.22-M National Industrial Security Program

SECNAVINST 5233.1B DoN Automated Data Systems Documentation Standards

OPNAVINST 5239.2 Information Security Systems

NSWCCRANEINST 5510.1 CH-4 Information, Personnel, and Industrial Security Manual

DOD Directive O – 3600.01 Information Operations (IO)

DOD Instruction O – 3600.02 Information Operations (IO) Security Classification Guidance

ICD 705 Sensitive Compartmented Information Facilities

United States Code Title 10 / 50 United States Code

Executive Order 12333 United States Intelligence Activities 31 U.S.C. 1351 and U.S.C. 1517(a) Antideficiency Act

10 U.S.C. 2399 Operational Test and Evaluation of Defense Acquisition Programs

DOD Directive S-521 0.36 Provision of Sensitive Support to DOD Components and Other Departments and Agencies of

the U.S. Government (6 November 2008)

NAVSEAINST 3960.2D Test and Evaluation

NAVSEA MEMO 5720 Promoting Efficient Spending/Production of Videos

NAVSEA Video Request Form Production of Video Approval/Exception Form

NAVSEAINST 4130.12B Configuration Management (CM) Policy and Guidance

DISA Field Security Operations Database Security Requirements Guide (SRG) Version 1 Release 1

DISA Field Security Operations

Version 3, Release 10

Application Security and Development Security Technical Implementation Guide (STIG)

NSWCCRANEINST 5370.1 Standards of Conduct and Government Ethics Program

NSWCCRANEINST 5300.1 Military, Civilian and Contractor Check-IN/Check OUT

NSWCCRANEINST 11240.1 Transportation Services Policy

DOD 5000.2R Mandatory Procedures for Major Defense Acquisition Programs

DODI 8500.02 Information Assurance Implementation

DOD 8570.01-M Information Assurance Training Certification and Workforce Improvement

DoDD 8140.01 Cyberspace Workforce Management (11 Aug 2015)

NAVSEAINST 5239.2B Cybersecurity Program (19 Jan 2018)

SECNAV 5239.20A Department of the Navy Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification (10 Feb 20

SECNAV M-5239.2 Cyberspace Information Technology and Cybersecurity Workforce Management and

Qualification Manual (June 2016)

SECNAVINST 1543.2 Cyberspace/Information Technology Workforce Continuous Learning (30 Nov 2012)

3.0 **REQUIREMENTS**

The following system support tasks are provided herein to serve as a basic framework for tasking which will be specifically

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identified in each TI issued under this TO. Each TI will indicate a specific system and identify the system support tasks required.

3.1 Research and Development Support

The following research tasks are provided herein to serve as a basic framework for tasking which will be specifically identified in each Technical Instruction (TI) issued under this TO. Each TI will identify the specific research and development tasks required.

3.1.1 <u>Trade Studies, Analyses, Technical Evaluations, and Assessments.</u>

The Contractor shall assist the Government in performing trade studies, engineering and technical analyses, and other technical evaluations and assessments for the specified tasks. This may include the performance of in-depth technical analysis of an initiative's attainability, operational and doctrinal impacts, as well as an assessment of future acquisition related issues. The Contractor shall also assist the Government in developing road mapping for new and evolving systems. The Contractor shall be required access to threat data up to the SECRET classification level as well as ability to attend SECRET Integrated Product Team meetings held at Government locations.

3.1.2 Data Gathering.

The Contractor shall assist the Government in data gathering and site surveys required to support the conduct of technical studies and analyses, exercises and demonstrations, contingencies, quick reaction tasks, and other requirements.

3.1.3 Simulation and Modeling Analyses/Trade Studies.

The Contractor shall assist the Government in the development of simulation and modeling analyses/trade studies of initiative systems, tactics, techniques or procedures. The Contractor shall use Government approved and/or supplied analytical models and tools.

3.1.4 Demonstration Support.

The Contractor shall support the definition, planning, coordination, implementation, manning, data collection, training, maintenance, troubleshooting, and evaluation of initiatives related systems and equipment demonstrations. Locations for demonstrations will be defined in each TI. Anticipated locations include Crane, Indiana, the Washington, DC area, Mechanicsburg, Pennsylvania, Fort Meade, Maryland, Fort Belvoir, Virginia, McDill Air Force Base in Florida, Scott Air Force Base in Illinois, Barksdale Air Force Base in Louisiana, Fort Bragg, North Carolina, Camp Lejune, North Carolina, Charleston, South Carolina, Fort Leonard Wood, Missouri, Panama City, Florida, and other Military facilities.

3.1.5 Research and Technology Protection.

The Contractor shall provide research and technology program protection services consistent with DoD and other government agency directives, regulations, instructions and manuals. These activities include: identifying and assessing critical program information, analyzing vulnerabilities and risks, supporting development of security classification guides, implementing risk management activities, developing program protection plans to include cross technology horizontal protection measures, and providing training. The Contractor shall provide expertise in other aspects of program protection including information assurance, information operations, the development and application of specialized anti-tamper measures, and supporting information technology solutions. The Contractor shall be required access to critical program information classified at up to the SECRET level for technology protection plan tasking.

3.1.6 Technology Transfer.

Technology transfer activities shall be integrated into the plans and objectives of each task and project. These activities shall include, the following as appropriate, modern experimental and analytical methods and equipment for synthesis of materials, structures and property measurements, process simulation, and risk assessment to develop specific processes, product designs, and applications. Full-scale equipment evaluation and control system implementation may be conducted to verify the experimental and analytical results

3.1.7 Operations Research Support.

The Contractor shall construct, modify and/or perform statistical and analytical investigations of and with mathematical and computer simulation models. This may include aerodynamic modeling, interior and exterior ballistic modeling, tactics investigation through simulation, establishment of optimization techniques, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of systems, subsystems, equipment, components and, other organizational structures. The Contractor shall perform and document requirements studies and hardware definitions, participate, coordinate, and conduct field testing.

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3.2 Engineering, Systems Engineering, and Process Engineering Support

The following developmental tasks are provided herein to serve as a basic framework for tasking which will be specifically identified in each TI issued under this TO. Each TI will identify the systems engineering and developmental tasks required.

3.2.1 Systems Engineering

The Contractor shall provide Systems Engineering (SE) for the specified tasks. Assist the Government in providing planning, design, and execution of SE activities including, but not limited to, support for development / maintenance / update of System Engineering Plan (SEP), Risk Management Plan, Performance Specification, Plan of Action and Milestones, and Integrated Master Schedule. The contractor shall also support technology readiness, capability objective analyses, and design approaches through the following tasks:

- Technology readiness level assessments and analysis of alternatives
- Detailed technical analyses that translate user capability objectives into requirements, specifications, or other documentation
- Review, analyze, and provide recommendations on proposed technical approaches and solutions, specifications, test plans, engineering drawings, technical review packages, etc.
- Drafting risk assessments and mitigation plans
- · Generating technology development strategies, and systems engineering and system architecture documentation
- Technological trend assessment/analysis to identify opportunities for advancement of current capabilities.

3.2.1.1 System Architecture.

The Contractor shall work with appropriate personnel to update all Viewpoints, as required, and facilitate working groups associated with architecture development and updates. Viewpoints may include the development of Operational Viewpoints and other required Systems Engineering architectural Viewpoints (including All Viewpoints (AVs), Capability Viewpoints (CVs), Data and Information Viewpoints (DIVs), Project Viewpoints (PVs), Services Viewpoints (SvcVs), Standards Viewpoints (StdVs), and Systems Viewpoints (SVs). This activity requires knowledge of Department of Defense Architecture Framework (DODAF) products, current and future USMC Marine Air-Ground Task Force (MAGTF) and USA C2 systems and communications networks, as well as USMC TTP's and Doctrine for each warfighting function.

3.2.2 <u>Software Systems Engineering, Development, Programming, and Network Support.</u>

The Contractor shall apply engineering and scientific disciplines to assist the Government with; technical analysis, technical support development, selection of government owned hardware and software, modification to existing hardware and software for systems. This effort may also consist of software engineering and programming support required for software implementation in systems, sub-systems, components utilizing computers, electronics, and software, including all aspects of Configuration Management (CM) and Quality Assurance (QA). This may involve assisting the Government with planning, designing, coding, testing, integrating, algorithm developments, and road mapping. This activity includes the design and installation of networks, network firmware, and other hardware components as well as activities required to support the security certification and accreditation requirements related to systems engineering and development activities.

3.2.3 Test and Evaluation.

The Contractor shall conduct Test and Evaluation (T&E) and Validation and Verification (V&V) activities for specified systems. Tasking includes assisting the Government with planning, implementation, and development of T&E plans, procedures and reports, and providing equipment and material.

3.2.4 Modifications.

With documented Government approval, the Contractor shall make modifications to overcome deficiencies or shortcomings identified during Test and Evaluation.

3.2.5 <u>Installation</u>.

With all necessary approvals the Contractor shall implement a fully coordinated installation as specified in the TI. Any necessary communication, data and power system modifications shall be limited to equipment modifications. Infrastructure modifications are not authorized.

3.2.6 <u>Documentation and Training Support.</u>

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As identified in the TI, the Contractor shall assist the Government in the creation and presentation of supporting documentation (technical and user manuals) and training. The possible means by which training will be delivered include seminars, workshops, training videos, on-the-job training, workplace mentoring and apprenticeships, and Internet-based training as well as formal courses and curricula.

3.3 Modeling, Simulation, and Analysis Support

3.3.1 Mathematical/Hardware-In-The-Loop Simulation.

As specified by TI, the Contractor shall assist the Government in creating new as well as utilize existing simulations, or modify existing simulations, of missile, gun, terminal effects, directed energy and other types of weapon systems. The simulations shall include specific countermeasures employed against these systems when required by the TI. The weapon systems may be either foreign or domestic.

3.3.4 Production Engineering Analysis.

The Contractor shall assist the Government in the analysis of production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production, physics, and quality assurance. The Contractor shall survey advanced technology approaches to similar problems both in Government and the private sector and make recommendations. The Contractor shall also develop an M&S Technology roadmap for evolving systems.

3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support

The following system support tasks are provided herein to serve as a basic framework for tasking which will be specifically identified in each TI issued under this TO. Each TI will indicate a specific system and identify the system support tasks required. All support described in this section is limited to the prototyping, pre-production, model-making, and fabrication support of tactical ISR systems without a complete Tactical Data Package, which may require the Contractor to employ spiral development or similar methodologies to address changes in technical requirements over time.

3.4.1 <u>Design Influence/Concept Definition.</u>

The Contractor shall provide expertise required for manufacturing, sustainment, planning, and coordination. The Contractor shall participate in the development and documentation of manufacturing-related design constraints and readiness requirements.

3.4.2 <u>Manufacturing Science and Technology (MS&T) Application.</u>

The Contractor shall provide technical expertise for the planning, management, technical direction, and/or execution of MS&T and Reliability, Maintainability & Sustainability (RM&S) programs. The effort may include assisting the Government in manufacturing research, development, and applications effort in the diverse technological fields of metals, non-metals, composites, propulsion systems, electronics, optics, photonics, and chemical processing.

3.4.3 Manufacturing Improvement.

Establish and/or maintain technical expertise and database(s) in order to assist the Government in the evaluation and improve ment of manufacturing productivity and costs in support of the manufacture of systems. The effort may include:

- a. Assist the Government in facilitating coordination of productivity improvement programs.
- b. Assist the Government in evaluating manufacturing technology effectiveness in support of the defense industrial base.

3.4.4 Production Engineering (PE).

The Contractor shall provide PE technical expertise throughout the acquisition and development life cycle. The effort may include:

- a. Assist the Government in performing life cycle producibility and system engineering analyses to ensure material production readiness. Also perform the necessary planning, facilities development, and producibility assurance to efficiently manufacture and deliver the material at desired rates, subject to cost, schedule constraints, and performance requirements.
 - b. Analyze design options for producibility utilizing in-house rapid prototyping capabilities.
- c. Provide technical expertise for integrated product development (IPD) and implementation through policies, training and education, IPD strategy assistance, and IPD team participation in the areas of producibility, manufacturing, and systems engineering.

3.5 System Design Documentation and Technical Data Support

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3.5.1 Systems Integrations.

As required by TI, the Contractor shall help the Government identify and document data to ensure system, subsystem, software, equipment and component compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and maintainability; and review engineering change proposals for impact on systems interface in accordance with Government Furnished Information (GFI).

3.5.2 Design Engineering.

On supported systems, subsystems, equipment and components as specified by TI, the Contractor shall help the Government develop and/or fabricate engineering design, development, qualification, Operational Evaluation (OPEVAL) and production prototypes; modify original designs; identifying and/or completing design validation testing; assist the Government to prepare technical data packages, product assurance and safety requirements; prepare maintenance support documentation; review engineering changes, waivers and deviations for impact on design, performance, safety, and producibility; develop test equipment, tools, jigs and fixtures to support production acceptance, life- cycle quality evaluation and maintenance of systems, subsystems, equipment's, software, and components. As required by TI, the Contractor shall help the Government prepare, review or support design of new items and improvements to existing items. Prototypes are component, fixture or equipment or group of equipment useful as ordnance or in the processing of ordnance. This definition is not limited to one (1) item but is of sufficient quantity to validate the design. Exact numbers may vary. Repair, change and/or modification may be required to perfect the design.

3.5.3 <u>Design Review</u>.

The Contractor shall help the Government review and evaluate supported system, subsystem, equipment and component designs provided as GFI to establish compliance with mission and other specified requirements. This requires analyses to identify potential impacts on performance, reliability, containability, user interface, logistics, schedule, and cost. The Contractor shall attend design review meetings as required by the individual TIs.

3.5.4 Installation of New Equipment.

The Contractor shall develop and maintain a plan to perform shipboard and land based checks in accordance with installation drawings and specifications in preparation for installation of new equipment as specified by TI. The Contractor shall perform on-site survey in preparation for new equipment installation. The Contractor shall annotate ships class and other applicable drawings accordingly; however, these annotations will not constitute a change to the drawing content. The Contractor shall monitor and verify first system, subsystem, equipment and component installation against applicable installation control drawings and procedure and recommend changes if required. The Contractor shall review and provide recommendations on system, subsystem, equipment and component installation requirements and documentation and shall furnish the Government these recommendations with justifications.

3.6 Software Engineering, Development, Programming, and Network Support

3.6.1 Software Engineering

The Contractor shall help the Government engineer, develop, program, integrate, and test all software and firmware in support of computer network design and implementation defined in Section 3.6.2 of this SOW; operating system support defined in Section 3.6.3 of this SOW; and information system development, information assurance, and information technology support defined in section 3.12 of this sow. The Contractor shall engineer software in accordance with the Application Security and Development Security Technical Implementation Guide (STIG) Version 3 Release 10 and using documented processes compliant with both Institute of Electrical and Electronics Engineers (IEEE) Standard 12207-2008 (IEEE Std 12207-2008), and Capability Maturity Model Integrated (CMMI) for Development v1.3 (CMMI-DEV v1.3) Maturity Level 3 general and specific practices.

- 3.6.1.1 Software Development Plan. The Contractor shall produce and deliver a Software Development Plan that defines its software implementation process—how it will define requirements, design, construct, integrate, and test software and firmware. The Software Development Plan shall define software support activities and processes including decision analysis and resolution; integrated project management; measurement and analysis; project monitoring and control; project planning; risk management; supplier agreement management; and technical solution as defined in CMMI-DEV v1.3 (CDRL A019). The Contractor shall review, evaluate, and improve government furnished Software Development Plans.
- 3.6.1.2 Software Requirements. The Contractor shall produce, derive, and document software and firmware requirements in a Software Requirements Specification document (CDRL A020). The Contractor shall review, evaluate, and improve government furnished Software Requirement Specifications. The Contractor shall manage requirement changes to meet evolving customer expectations
- 3.6.1.3 Software Design. The Contractor shall produce high-level architectural and low-level detailed design of software and firmware applications within a Software Design Description (CDRL A021). The design shall be based upon a Software Requirements

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Specification, with all design elements tracing back to documented software requirements. The Contractor shall review, evaluate, and improve government furnished Software Design Descriptions.

- 3.6.1.4 Software Construction. The Contractor shall construct or program software and firmware resulting in a Software Application that is composed source code, installation scripts and dependencies, required libraries, and executable binary files. (CDRL A022) The details of the Software Application's constituent files shall be documented in a Software Version Description (CDRL A023). The Software Application shall be based upon a Software Design Document, with all elements of the software construction tracing back to the software design. The Contractor shall review, evaluate, and improve government furnished software or firmware applications.
- 3.6.1.5 Software Integration. The Contractor shall assist the Government in the integration of software or firmware components and applications into a system containing a variety of software, firmware, operating system, and hardware components. The integration shall be based upon a software implementation process. The Contractor shall review, evaluate, and improve government led software or firmware application integration efforts.
- 3.6.1.6 Software Test. The Contractor shall assist in design, development, documentation, and execution of software and firmware test at all stages of the software engineering and implementation process.
- 3.6.1.6.1 Software Test Plan. The Contractor shall assist the Government in the execution of a GFI Software Test Plan that documents how software will be tested against its documented software requirements throughout the software engineering and implementation process. The Contractor shall help the Government review and evaluate Government furnished Software Test Plans. (CDRL A028)
- 3.6.1.6.2 Software Test Procedure. The Contractor shall assist the Government in the execution of a GFI Software Test Procedure that documents in detail every test case that must be exercised to ensure the functionality and requirement satisfaction of a particular software unit. The Contractor shall help the Government review and evaluate Government furnished Software Test Procedures. (CDRL A029)
- 3.6.1.6.3 Software Test Report. The Contractor shall produce a Software Test Report that documents the results of an executed Software Test Procedure. (CDRL A024). The Contractor shall review, evaluate, and improve government furnished Software Test Reports.
- 3.6.1.7 Software Verification and Validation (V&V). The Contractor shall assist the Government in the design, documentation and execution of the V&V software, firmware, and software intensive systems.

3.6.2 Software Support

3.6.2.1 <u>Technical Support</u>.

The Contractor shall provide hardware, software, firmware, and operating system technical support to the end user. Means of providing technical support may include telephonic, e-mail, web hosting, or on-site support.

3.6.2.2 Deployment Support

The Contractor shall provide support for deployed efforts as necessary. This may include support of Government fielding teams, exercise participation, operating systems in the field, and making modifications as necessary.

3.6.2.3 <u>Life Cycle/Sustainment Support</u>

The Contractor shall apply the engineering and analytical disciplines required to implement life cycle, sustainment, and logistics support as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment, and improvement modifications of cost effective systems comprised of software, firmware, and operating systems that achieve the warfighters peacetime and wartime readiness requirements.

3.6.2.4 Code Review

The Contractor shall assist the Government in the design of a source code review process that leverages automated static code analysis tools, manual code review by software engineers, or a combination thereof. The review process shall evaluate the source code to identify software security concerns, ensure completeness and functionality, and confirm that the source code accurately reflects the detailed design set forth the in the software's SDD.

3.6.2.5 Data Base Management System Support

The Contractor shall assist the Government in the design, production, test, maintenance, documentation, and administration of Data Base Management Systems (DBMSs) in accordance with the Database Security Requirement's Guide (SRG) Version 1 Release 1 and

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applicable implementation-specific STIGs. The Contractor shall define data dictionaries; design and implement data models, design and implement querying routines; and design and implement database administration controls. DBMS design documentation shall be provided by (CDRL A016).

3.6.3 Networking

The Contractor shall assist the Government in the design, implementation, and documentation of a computer network utilizing the Internet Protocol Suite to meet software and system requirements. The Contractor shall assist the Government in implementing a network design leveraging a combination of network hardware and computer systems. The implementation shall include configuration of firmware on network hardware as well as the operating systems and applicable software on computer systems. Configuration scripts, files, and implementation procedures shall be provided by (CDRL A017). Network design documentation shall be provided by (CDRL A018). The Contractor shall assist the Government in the test and evaluation of an implemented network design to ensure its adherence to software and system requirements.

3.6.4 Operating Systems Support

The Contractor shall provide services in support of installation, configuration, maintenance, and troubleshooting of computer operating system. The Contractor shall provide services in hardening operating systems in accordance with their applicable STIGs and security patching of operating systems in to address information assurance vulnerability alerts (IAVAs) and other documented security findings.

3.7 Reliability, Maintainability, and Availability (RM&A) Support

3.7.1 Maintenance Engineering

As specified by TI, the Contractor shall assist the Government in the development and upkeep of maintenance concept tasks and criteria for all levels of maintenance; help the Government perform design reviews and test evaluations to minimize maintenance support; aid the Government in defining tasks to be performed at all levels of maintenance; help the Government prepare or evaluate technical documentation such as repair standards, drawings, specifications, test plans and procedures, and allowance parts lists; assist the Government in comparing or reviewing maintenance facility design criteria; aid the Government in developing or reviewing personnel training criteria; help the Government in developing or reviewing provisioning of parts; assist the Government in establishing part replacement factors and source maintenance and recoverability coding; help the Government in reviewing production engineering changes for impact on maintenance support; assist the Government in preparing/reviewing installation design and physical layout for reliability and ease of maintenance; and help the Government develop or review installation standards and practices. The Contractor shall help the Government develop maintenance concepts and criteria in accordance with applicable documents identified in individual TIs.

3.7.2 Reliability

As described in the TI, the Contractor shall help the Government perform reliability predictions utilizing MIL-HDBK-217F (2) as guidance and assist the Government in creating properly completed FMECA-Maintainability Information Worksheets. The Government will provide the Contractor design, configuration, and mission data and access to Government personnel to enable the Contractor to adequately perform these predictions. For fielded systems, subsystems, equipment and components, the Contractor shall develop, collect, categorize, and summarize field data to verify previous reliability predictions and identify trends and design changes to improve reliability. For Non-Developmental Item (NDI) systems, subsystems, equipment and components the Contractor shall assist the Government with the same work regarding reliability as specified by the TI.

3.7.3 Maintainability

The Contractor shall help the Government perform maintainability analyses and assist in preparing maintainability planning documentation in accordance with MIL-HDBK-470A NOT 1, and MIL-HDBK-472(1) on systems, subsystems, equipment or components as specified by TI. Their tasks involve:

- a. Generation of Maintainability Program Plans
- b. Formulation of Maintainability Predictions
- c. Maintainability Analyses to include maintenance concepts, preventive maintenance studies personnel and facility constraints identification, and evaluation of equipment troubleshooting techniques and procedures.
 - d. Maintainability Design Criteria Studies
 - e. Maintainability Demonstration Testing

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The Contractor shall help the Government perform/attend maintainability program reviews on systems, subsystems, equipment or components as specified by TI; assist the Government in recording and reporting any discrepancies/problems; and assist the Government in formulating recommendations to resolve these discrepancies/problems.

3.7.4 Failure Modes and Effects Analysis

As specified by the TI, the Contractor shall assist the Government in performing an independent Failure Mode, Effects, and Criticality Analysis (FMECA) on system, subsystem, equipment or component design and assist the Government in completing FMECA-Maintainability Information Worksheets. The Government will provide a complete description of the subject design, its performance requirements and access to the Government design staff.

3.7.5 Maintenance Data Analysis

As specified by the TI, the Contractor shall assist the Government to analyze the Navy's maintenance data with respect to system, subsystem, equipment or component's reliability and maintainability. The Government will provide access to the maintenance data. The data analysis may involve a Mean Time Between Failure (MTBF), replaceable item failure rate, and operational availability.

3.7.6 Failure and Field Performance Analysis

The Contractor shall help the Government investigate failures of systems, subsystems, equipment and components to isolate the causative defect and recommend to the Government possible corrective actions. The Contractor shall assist the Government in performing an analysis of system, subsystem, equipment and component performance through an assessment of data generated during fleet maintenance, testing, or training exercised. Analyses may also be required for failures/performance at Crane Division and the shore stations and may take place at any location worldwide. The analyses may involve system performance data, maintenance data, mishap reports, and false rejection data.

3.7.7 Transient Electromagnetic Pulse Emanation Standard (TEMPEST) Analysis

The Contractor shall provide engineering analysis for systems, subsystems, equipment and components for TEMPEST considerations. The contractor shall aid the Government in the preparation of TEMPEST control plans, evaluations, testing, certification reports, and TEMPEST reports as specified by TI.

3.7.8 <u>Electromagnetic Analysis</u>

The Contractor shall assist the Government in the performance and documentation of engineering analyses, studies, and testing concerning the areas of electromagnetic interference (EMI), electromagnetic compatibility (EMC), electromagnetic pulse (EMP) penetration and hardening protection support for systems, subsystems, equipment and components in accordance with MIL-HDBK-235-1C, MIL-HDBK-237D, MIL-STD-461F and as specified by TI. Engineering investigations in this area will require analyses on the following additional topics and items.

- a. Mechanical and electronic packaging technology.
- b. Mechanical and thermal modeling.
- c. Item packaging and mounting technologies.
- d. Component design and integration.
- e. System, subsystem, equipment and component testing (electronic and mechanical).
- f. EMC Control Plan.
- g. EMC Test Plan/Test Report

3.7.9 Environmental Impact Statements

For systems, subsystems, equipment, components and facilities specified by TI, the Contractor shall help the Government prepare or review environmental impact statements and assessments.

3.7.10 Maintenance Planning

Using GFI, the Contractor shall help the Government perform engineering analyses or technical assessments of maintenance concepts and plans in accordance with MIL-HDBK-502 NOT 1. The maintenance concept and specific logistic support resources required at each maintenance level shall be examined to ensure the plan is consistent with overall mission requirements. The Contractor shall

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help the Government prepare a report on this analysis with respect to mission requirements, and shall assist the Government in generating recommendations as to any modifications and shall provide supporting information and rationale. With GFI, the Contractor shall, as specified by TI, prepare maintenance plans for specified systems, and perform Logistic Management Information (LMI) Analyses in accordance with MIL-HDBK-502 NOT 1.

3.7.11 Repair Analysis

The Contractor shall assist the Government in performing technical assessments of the repair analysis for systems, subsystems, equipment and components listed in the individual TI to ensure their conformance with the guidance of MIL-HDBK-502 NOT 1 or as required by TI, and shall help the Government specify the method or model used for the repair analysis. Proper extraction and use of LMI data, proper selection of sensitivity parameters/ranges, accuracy and validity of data inputs and relevance of conclusions based on review of output decisions shall be assessed. The Contractor shall assist the Government in documenting inconsistencies and errors, and shall assist the Government in generating recommendations of the level of repair and all supporting information and findings.

3.7.12 Maintenance Data Collection

For systems, subsystems, equipment and components specified by TI, the Contractor shall assist the Government in the collection of maintenance data with respect to reliability and maintainability. The maintenance data will be provided as GFI. The Contractor shall assist the Government with data analysis and shall include MTBF, validation plan for MTBF calculations, replaceable item failure rates, and operational availability (OA) in accordance with the TI.

3.7.13 Maintenance Plan Technical Assessment

The Contractor shall help the Government conduct engineering and technical assessments of maintenance plans for systems, subsystems, equipment and components in accordance with the concepts and procedures required by TI. Analyses require complete operational scenarios and consider factors related to mission definition factors, life cycle, utilization requirements, and effectiveness factors for operational maintenance and support data and environmental considerations in accordance with TI.

3.7.14 Depot Planning

The Contractor shall assist the Government in the preparation of plans for the development and formal certification of maintenance depots and designated overhaul points in accordance with and as specified by TI. Each plan shall define how certification will be performed, the participants and their responsibilities, schedule milestones, and shall contain requirements for reports and records (CDRL A007). The Contractor shall review the depot's technical and maintenance overhaul and repair standards, control manuals, work instructions, and other published technical data used by technicians during overhaul and repair of equipment to ensure they are in accordance with the plans developed for certification. The contractor will review the depot operating document ation for new depots being established and existing depots to ensure compliance with requirements specified in the TI for the specific depot workload. As required by TI, the Contractor shall record results of the review and prepares reports for the Government (CDRL A007) outlining all areas of non-compliance, recommendations for improvement and areas of concern. The contractor shall not audit any depot that is fully operated by the contractor.

3.8 Human Factors, Performance, and Usability Engineering Support - N/A

3.9 System Safety Engineering Support - N/A

3.10 Configuration Management (CM) Support

3.10.1 Configuration Management (CM)

The contractor shall provide and maintain a Configuration Management Plan (CMP) that defines how it will establish and maintain the integrity of work products related to this TO in accordance with NAVSEAINST 4130.12B and the specific practices for CM established in Capability Maturity Model Integrated for Development v1.3.The contractor shall provide the CMP within 90 days of TO award. (CDRL A025)

As require by a TI, the contractor shall develop a CMP to establish and maintain the integrity of TI-specific work products. (CDRL A025)

As required by TI, the contractor shall adhere to a government furnished CMP in the management of TI-specific work products.

As required by TI, the contractor shall perform configuration management services including identifying configuration items, establishing configuration management systems, creating or releasing baselines, tracking change requests, controlling configuration items, establishing CM records, and performing configuration audits.

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3.11 Quality Assurance (QA) Support

3.11.1 Quality Conformance

The Contractor shall have a Quality Management (QM) system in place that ensures conformance to contractual requirements and best manufacturing practices. The contractor shall provide and maintain a Quality Management Plan (QMP) within 90 days of TO award. (CDRL A006)

3.11.1.1 International Organization of Standardization (ISO) Certification

The Contractor shall be in compliance with ISO 9001 and ISO 14001.

3.11.1.2 Capability Maturity Model Integrated (CMMI) Certification

The Contractor's processes, procedures, and deliverables shall be compliant with CMMI for Development v1.3 Maturity Level 3 general and specific practices.

3.11.1.3 Quality Conformance Support

The Contractor shall assist the Government, as appropriate, in the establishment and maintenance of a quality system to assure compliance with the requirements of individual TI's issued under this TO. The Contractor shall assist the Government, as appropriate, in the establishment and maintenance of ISO 9000, ISO 14000, and CMMI for Development Maturity Level 3 processes and procedures related to the operation of the Program.

3.11.2 Quality Conformance Inspections and Tests

The Contractor shall ensure that product assurance requirements are in the design, development and acquisition of production and test equipment and shall conduct quality conformance inspections in accordance with the requirements of individual projects and tasks as specified in the TI.

3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support

3.12.1 Information Assurance (IA) and Information Technology (IT) Support

The Contractor shall assist the Government in analyzing existing databases, websites, and IT applications to improve effectiveness, efficiency and security. This may include systems administration, maintenance and technical support for Local Area Networks (LAN), Wide Area Networks (WAN), and advanced networks and Cross Domain Solutions (CDS). The contractor shall assist the Government with engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations and support equipment hardware and software will be performed. The Contractor will assist the Government with a full spectrum of IA services, including analyses, development, implementation, monitoring, updating, maintaining IA practices, procedures, equipment, software, and hardware.

3.12.2 Static Source Code Analysis

The Contractor shall assist the Government in performing static source code analysis on organic and third party source code throughout the system lifecycles to ensure the software:

- a. Performs data validity and bounds checking
- b. Contains no malware
- c. Contains no memory leaks

3.12.3 <u>Information Assurance Vulnerability Management (IAVM)</u>

The Contractor shall assist the Government in the creation and updating of IAVM lists and databases for tactical ISR systems. The Contractor shall use DISA approved vulnerability scan tools and Security Technical Information Guides (STIG) applicable to the system design to assist in identifying existing and emerging vulnerabilities in support of IAVM. The Contractor shall assist in verifying that the latest DISA tools and STIGs are in use.

3.12. 4 Security Patching

The Contractor shall assist the Government in the monitoring of IAVM alerts published by the United States Cyber Command (USCC) for applicability to the tactical ISR systems. The Contractor shall assist in acquiring and preparing all security software

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updates for deployment to tactical ISR systems in their operational environments and applicable test sites. The contractor shall assist in checking all software updates for malware via a Government approved anti-virus tools. The Contractor shall assist in updating all affected system documentation prior to deployment of the software update.

3.13 Inactivation and Disposal Support - N/A

3.14 Interoperability, Test and Evaluation, Trials Support

3.14.1 Test & Evaluation

The Contractor shall aid the Government in conducting Test and Evaluation (T&E) and Validation and Verification (V&V) activities for specified systems as per NAVSEAINST 3960.2D. Tasking includes testing and evaluating systems, subsystems, software, equipment and components as specified by TI both locally and at other test sites and locations. As specified by TI, the Contractor may be required to provide test sites and equipment along with testing services including ranges and equipment for testing a variety of systems, subsystems, equipment and components to include ordnance. Tasks required are: routine repair, retrofit, systems integration, calibration and testing; in-line repair and testing; operation of test equipment; coordinate test schedules; preparing inputs for test plans; reviewing test plans and procedures; conducting or monitoring system, subsystem, equipment or component testing; adjusting units under test; analyzing test results; determining valid recommendations and conclusions based on test data; and preparing formal reports. Any equipment repair required to keep the test and evaluation process operating is part of this tasking as defined by individual TIs.

3.14.2 Test Plans and Procedures.

As specified by TI, the Contractor shall develop system, subsystem, equipment and component test and evaluation plans from program requirements and information provided by the Government. Such test plans may require:

Test and Evaluation Master Plans (TEMP)

As specified by TI

Technical Evaluation (TECHEVAL) Plans As specified by TI

Operational Evaluation (OPEVAL) Plans As specified by TI

System Qualification and First Article

As specified by TI

Qualification Test Plans As Specified by TI

Production Acceptance Test As specified by TI

Evaluation Plans (PAT&E) As Specified by TI

Quality Evaluation (Surveillance) Test Plans As Specified by TI

The Contractor shall assist the Government in the evaluation of plans originated by other agencies. Evaluation of plans and procedures shall be for compliance with specified requirements, for adequacy to demonstrate or control system, subsystem, equipment and component quality and performance, and for ease of implementation, in accordance with detailed requirements specified by TI. The Contractor shall also aid the Government in the development of detailed test procedures implementing test plan requirements in areas that require environmental and biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, mechanical and hydraulic procedures, and thermal procedures.

3.14.3 Test Data Collection/Review/Analysis

As specified by TI, the Contractor shall assist the Government in the collection, review and analysis of system, subsystem, equipment or component test data and perform pre-test methodology analyses in the following categories:

- a. Development tests and evaluations (experimental, engineering, and demonstrations)
- b. Operational tests and evaluations (TECHVAL and OPEVAL)
- c. Production acceptance tests and evaluations (qualification, production acceptance, and factory and Government acceptance)
 - d. Other testing

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The Contractor shall assist the Government in the formulation of recommendations, with justification, to correct any system, subsystem, equipment and component performance, quality, maintenance, or mission impacting problems. The Contractor shall aid the Government in identifying improvements to design, configuration, materials, construction, or other criteria as indicated by TI resulting from the test data reviews.

3.14.4 Test Monitoring

As specified by TI, the Contractor shall attend tests performed at test sites both Government and private to review the appropriate test results. Monitoring may require use of high-speed cameras, infrared radiation measuring devices and other highly sophisticated tracking and measuring equipment. Particular attention shall be paid to ensure that test procedures are approved and followed, and that discrepancies occurring during tests are documented and corrected in accordance with approved test plans and resolved in accordance with specified requirements. The Contractor shall make recommendations only; acceptance and signing of acceptance documents are limited to the Government.

3.14.5 Test Report Preparation

As specified by TI, the Contractor shall help the Government review, reduce, analyze and interpret raw data produced during test series. The Contractor shall assist the Government in the development of laboratory/test site investigations. The Contractor shall aid the Government to integrate text and graphics into the final version. The Contractor shall assist the Government in verifying classification markings, format accuracy and provide document control.

3.14.6 Technical Data Support

The Contractor shall assist the Government in the development of engineering technical data packages, review such packages (furnished as GFI) for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale and upon approval by the Government incorporate those changes into the technical data package. The Contractor shall evaluate these changes for their immediate or potential impact upon the data package.

3.15 Measurement Facilities, Range, and Instrumentation Support - N/A

3.16 Logistics Support

3.16.1 Acquisition Engineering

As required by TI, the Contractor shall assist the Government in preparing technical specifications in support of procurements in accordance with GFI. The Contractor shall help the Government analyze design data to determine defects detracting from system, subsystem, equipment or component's capability to perform to its intended operational requirements and to satisfy all specification requirements. The Contractor shall aid the Government in the review of production engineering changes, waivers, deviations, and/or alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost. The Contractor shall also assist in preparing independent cost estimates with detailed supporting schedules in accordance with MIL-HDBK-259 and perform, as specified by TI, production cost estimate analyses and provide the Government with justification for any recommendations made.

3.16.2 <u>Manufacturing Engineering Analyses</u>

As specified by TI, the Contractor shall assist the Government in the review and analysis of fabrication technologies and/or processes in both Government and the private sector.

3.16.3 Integrated Logistics Support (ILS)

ILS management and technical services shall be performed by the Contractor for the system, subsystems, equipment and components specified by TI for each of the logistic elements as defined in MIL-HDBK-502 NOT 1. The Contractor shall assist the Government in the analysis of program support requirements to ensure that all requirements for ILS planning and implementation have been adequately addressed, and that planning adequately reflects known operational, design, and support requirements in accordance with current directives.

3.16.4 Integrated Support Plans

As specified by the TI, the Contractor shall assist the Government to generate, implement, review, and maintain Integrated Logistics Support Plans (ILSP). All efforts shall address the standard elements of ILS. Logistics planning elements may be broken out and assigned as separate tasks by TI.

3.16.5 Logistic Support for Acquisition Plans

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The Contractor shall assist the Government with the review and documentation of system acquisition plans for complete ILS requirements by life-cycle phase, and help the Government consolidate and incorporate these identified requirements into an ILS detail specification for the system, identifying specific program initiation, full-scale development, and production and deployment requirements. The ILS detail specification shall quantify support systems performance parameters and constraints necessary to achieve readiness objectives at the least cost.

3.16.6 Logistic Management Information (LMI) Preparation

As specified by TI, the Contractor shall assist the Government in performing a systematic and comprehensive logistic support analysis on an iterative basis through all phases of the system, subsystem, equipment or component life cycle to satisfy supportability objectives. The level of detail of the analyses and the timing of task performance shall be tailored to each system, subsystem, equipment or component and shall be responsive to program schedules and milestones. The LMI process shall conform to the requirements of MIL-HDBK-502 NOT 1. LMI documentation shall consist of all data resulting from analysis tasks conducted under this standard and shall be the primary source of validated, integrated design related supportability data pertaining to an acquisition program. LMI documentation shall be developed and maintained commensurate with updated design, support and operational concept development; and shall be updated to reflect changes or availability of better information based on testing, configur ation changes, and operational concept changes during the acquisition process. Accumulated LMI documentation shall provide an audit trail of supportability and supportability related design analyses and decisions and shall be the basis for actions and documents related to manpower and personnel requirements, training programs, provisioning, maintenance planning, resources allocation, funding decisions, and other logistic support resource requirements. Configuration control procedures shall be established o ver LMI documentation updates to assure proper coordination among other system engineering programs, the Logistic Support Analysis (LSA) program, and the development of ILS documents using LMI data.

3.16.7 Logistic Support Analysis (LSA) and Review

The Contractor shall assist the Government with assessments of the conduct and content of the logistics support analysis program with associated data and products for systems, subsystems, equipment and components specified by TI. These assessments shall ensure conformance to MIL-HDBK-502 NOT 1 and the results of technical analyses of the following: Design, Reliability, Maintainability, Human Engineering, Standardization, Safety, Packaging, Handling, Storage, Transportation, Cost and Time Factors as well as the Design Interface. In addition, the Contractor shall aid the Government with assessing the utilization of the LMI database as the sole source of all logistics requirements determinations, logistics/design impact tradeoffs, and level of repair and maintenance plan analysis input data.

3.16.8 Technical Documentation

As specified by TI, the Contractor shall assist the Government in the development and review of technical manuals, operations and maintenance procedures, and associated elements in accordance with MIL-HDBK-502 NOT 1 and GFI for compatibility with LMI data. In support of the ILS Program, the Contractor shall prepare the Independent Logistics Audit (ILA) documentation (i.e., project management, plans, specifications, functional descriptions, implementation plans, test analysis reports, etc.).

3.16.9 <u>Design Interface</u>

The Contractor shall assist the Government in conducting technical assessments of the LMI process for systems, subsystems, equipment and components specified by TI to ensure completeness, accuracy, and conformance to MIL-HDBK-502 NOT 1 requirements. With the help of the Contractor the assessment shall be documented by the Government with supporting information and justification, the results of technical analyses in total system logistic support, physical configuration, transportability, accessibility, maintainability, Build-in Test/Built-in Test Equipment (BIT/BITE), interchangeability, criticality, standardization human factors, component reliability, and the incorporation of changes defined by logistic considerations.

3.16.10 Independent Logistics Audit (ILA) Support

The Contractor shall assist the Government with the assembly and/or review an ILA documentation package in accordance with the requirements as specified by TI for established Defense Systems Acquisition Review or Program Reviews. The Contractor shall aid the Government to perform, prepare, and/or review ILA audit action item tracking through closeout, and required Milestone Decision Approval. The reviews shall identify any deficiencies in ILS planning for the system, subsystem, equipment and component and recommend corrective actions for these identified deficiencies.

3.17 Supply Support

3.17.1 System Support.

Specific systems support will be identified in a TI.

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3.17.1.1 Technical Support

As specified in a TI, the Contractor shall provide hardware, software, and firmware technical support to the end user. Means of providing technical support may include telephonic, e-mail, web hosting, or on-site support.

3.17.2 Supply Support.

As required by the TI, the Contractor shall assist the Government to review and/or produce Provisioning Technical Data (PTD) in accordance with MIL-HDBK-502 NOT 1. Such data will include Provisioning Parts Lists (PPL), Design Change Notices (DCN), Long Lead Time Items Lists (LLTIL), Interim Support Items List (ISIL), and Repairable Items Lists (RIL). For this equipment, the Contractor shall assist the Government with logistical decisions regarding the range and depth of items to be stocked, as well as their source, maintenance, and recoverability aspects. The Contractor shall aid the Government to review Source, Maintenance, and Recoverability (SM&R) codes for applicability and accuracy in accordance with the supported service guidance. This shall involve utilizing maintenance plans, phased support plans, site/unit activation schedules and weapons systems planning documents to determine or evaluate the support material list, Contractor support, and repair of repairable requirements. The Contractor shall provide additional supply support to maintain, update and/or review existing supply support processes and to alleviate defined deficiencies. This shall include investigations, reviews, and evaluations of parts utilization data, Defense Logistics Support Center screening requirements, improved supply procedures to affect a more efficient system, and inventory control point effectiveness.

3.17.3 Support Equipment.

The Contractor shall assist the Government with the review, analysis, and production of requirements and associated lists for test and support equipment in accordance with MIL-HDBK-502 NOT 1 and as required by TI. The reviews and analyses shall include reviews of the LMI to ensure all requirements for support and test equipment have been minimized (variety and quantity), that considerations for general or special purpose support equipment have been fully supported, that the selection process is based on cost effectiveness, and that reliability and maintainability features of the support equipment are compatible with the prime system, subsystem, equipment or component.

3.17.4 Packaging, Handling, Storage and Transportation

The Contractor shall assist the Government with the reviews, analysis, evaluations, and planning for packaging, handling, storage, and transportation considerations in accordance with MIL-STD-129P (4), GFI, and as specified by TI. Such analyses, reviews, and planning shall consider adequacy of levels of protection, preservation, container design, functionality, re-usability, and marking. The Contractor shall aid the Government with the analyses in the areas of handling equipment, storage considerations, and transportability issues and make recommendations along with the supporting rationale for those recommendations to the Government.

3.18 Training Support

3.18.1 Technical Manuals, Publications and Training Support

As identified in a TI, the Contractor shall assist the Government with the preparation or modification of technical manuals and training for systems, subsystems, equipment or components to conform to the requirements specified in TIs. The Contractor shall aid the Government to prepare and deliver technical manuals and training materials to the Government in camera-ready, digital format, compact disc (CD), electronic or other format as specified in the TI. As specified in a TI, training will be delivered by several means to include seminars, workshops, videos, on-the-job training, workplace mentoring/apprenticeships, and internet-based training as well as formal courses and curricula.

3.18.2 Training

As specified in a TI, the Contractor shall assist the Government with the development of training plans, training materials and curricula. As specified in the TI, the Contractor shall provide instructors for training courses. Training materials may include aids for training such as models, tutorials, displays, brochures, films and books.

3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support

3.19.1 Sustainment Engineering

The Contractor shall assist the Government with the review and preparation of plans and reports in support of sustainment engineering efforts. The Contractor shall aid the Government to review or prepare reports and test plans and perform analyses to determine causes of defects and malfunctions. The Contractor shall help the Government review or prepare corrective action plans to return the system, item or components to service. Plans will include schedules, cost estimates and analysis of impact.

3.19.2 Engineering Analyses

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The Contractor shall assist the Government with engineering analyses and studies for systems, subsystems, equipment and components development and in-service support activities as specified by TI. Such analyses require: finite element modeling and analysis for vibrations, shock and thermal impacts; and mechanical and software modeling and simulation.

3.19.3 Associated Documentation

The Contractor shall assist the Government with the preparation of various technical documentation to support systems and programs managed by Crane Division. This documentation involves systems, subsystems, equipment and component user guides, application notes, installation drawings and checkout procedures, and technical bulletins. The Contractor shall ascertain that the resulting documentation ensures accuracy and faithfulness to the source technical information. The source material originally provided to the Contractor by the Government may not be in the proper format as that desired for the final product specified by the TI.

3.19.4 On-Site Alterations of Deployed Equipment

As specified by TI, the Contractor shall assist the Government with performing site inspections and annotate class or model drawings accordingly in preparation for alteration, change, upgrade, or retrofit of systems, subsystems, equipment or components to ensure compliance with its operational specifications. The Contractor shall perform and/or attend the first alterations or special equipment installations, to proof the field change and field change kit, to ensure that these changes are in accordance with their designed specifications and operational requirements and provide the Government with their recommendations and basis for such recommendations for any possible improvements and corrections.

3.20 Program Support

3.20.1 Program Management

As required in the TI, the Contractor shall develop and execute a Program Management Plan (CDRL A009). The Program Management Plan may include the following:

A Summary of the overall technical approach and tasks that will be performed throughout the project

A Risk Assessment and Mitigation Plan to actively identify, manage, and mitigate potential risks.

A Plan of Action and Milestones (POA&M) (CDRL A009) which shall include: Project Schedule, identification of all proposed tasks, key milestones, critical path items, task relationships, assigned resources, resource usage, Government Furnished Resource (GFR) requirements, sub-contract activities, deliverables, and anticipated travel

A List of required hardware and software

A List of known procurements and estimated purchase timing

A List of deliverables expected.

3.20.2 Earned Value Management System (EVMS)

As required in the TI, the Contractor shall develop and utilize an earned value management system (CDRLs A011, A012) that correlates cost and schedule performance with technical progress. Technical issues that arise shall be covered in terms of performance goals, exit criteria, schedule progress and cost impact. The EVMS used by the Contractor shall comply with the criteria provided in DoD 5000.2R.

3.20.3 <u>Monthly Progress Reports</u>

The Contractor shall submit monthly progress reports identifying detailed work status and schedule status of on-going work, issues, and recommendations. (CDRL A001 or CDRL A026) Separate progress reports (or clearly separated sections within one report) shall be provided for each TI under which the Contractor shall perform work. The Monthly Progress Reports shall include: a summary of work performed and results obtained, current or projected problems and issues, an explanation of deviations from the last month's projections, and any recommendations related to the effort. The final report will include a compact disc (CD) or digital video disc (DVD) with digital copies of all deliverables related to the TI.

3.20.4 Monthly Status Reports

3.20.4.1 Financial

The Contractor shall submit a Funds and Man-hour Expenditure Report monthly (CDRL A013) and a Contract Funds Status Report (CDRL A002) for the overall TO. The Monthly Financial Reports shall include sufficient data to support EVMS, to include summary of labor hours expended and expenses incurred, including a comparison of planned versus actual for labor hours and funding, and an

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explanation of deviations. Unless otherwise specified in the TI, this requirement will apply to each individual TI.

3.20.4.2 Government Furnished Equipment

The Contractor shall submit a Government Furnished Equipment (GFE) Report monthly (CDRL A014). This report shall provide status on all GFE within the Contractor's possession. Unless otherwise specified in the TI, this requirement will apply to each individual TI.

3.20.4.3 Employees

The Contractor shall submit as required by TI (CDRL A015). This report shall provide status on all Contractor employees performing work under this TO.

3.20.4.4 Contract Status Reporting (eCRAFT)

- (a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system (CDRL A027). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.
- (b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.
- (c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/ under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecraft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

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

3.20.5 Reviews

3.20.5.1 <u>In-progress Reviews</u>

In-progress Reviews (IPR's) shall be held semi-annually at minimum. Contractor shall coordinate scheduling of IPR's with Program Managers and the NSWC Crane Project Manager. The Contractor shall provide agenda, minutes and action items, and presentation materials in accordance with corresponding CDRL's (A003, A004, and A005). Location for conduct of IPR's shall be coordinated between the Contractor and the Government. Contractor will host these reviews at Contractor's facility unless otherwise coordinated with the Government.

3.20.5.2 <u>Technical Reviews</u>

Technical reviews may be held as they are necessary and will be identified in a TI for a specific system. Examples of potential reviews include, Systems Requirements Review, System Design Review, Preliminary Design Review, Critical Design Review, and/or Technical Interchange Meetings. For each review specified, the Contractor shall provide agenda, minutes and action items, and presentation materials in accordance with corresponding CDRL's (A003, A004, and A005). Contractor shall host these reviews at Contractor's facility unless otherwise coordinated with the Government.

3.20.6 Document Library

The Contractor shall establish and maintain a library and file of program and project deliverables (e.g., technical reports, studies, and briefings), historical documents, reference materials, and other documentation related to the performance of the specified efforts.

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Access to this information will be controlled with the means appropriate for each document and Data Accession Lists (CDRL A010) maintained.

3.20.7 Program and Project Management Support

The Contractor shall provide program and project management support to JXT projects defined in the TI to include: program and project definition, planning, budgeting, coordination, monitoring, and performance assessment and evaluation; development of program and project related documentation (e.g., decision papers, briefings, etc.); participation at reviews, meetings, and similar sessions; and technical review of proposals, reports, and other deliverables. The Contractor shall establish integrated project teams consisting of industry person's that have cognizant knowledge of the material, Government, academic organizations, and personnel to develop cost-effective solutions to manufacturing problems. The Contractor shall identify and task leading technology resources including industry, academia and Government to develop and implement solution to prioritized NSWC Crane or other agency issues. The Contractor shall develop proposed requirements based performance specifications and benchmarks with respect to existing, readily available materials and processes in light of future manufacturing requirements. The Contractor shall apply requirement based performance specifications to identify, enhance, and evaluate new and advance technologies, which have the potential to meet the identified requirements.

3.20.8 Technical Report/Study Services

As directed in the TI, the Contractor shall perform study services and provide a Technical Report (CDRL A007) documenting results of analysis or studies performed.

3.21 Functional and Administrative Support-N/A

3.22 Public Affairs and Multimedia Support - N/A

4.0 GOVERNMENT FURNISHED ITEMS

4.1 Government Furnished Information

The Government Furnished Information (GFI) will be provided when the Contractor has a requirement for special or specific Government information per specific tasking and as instructed by the TI. GFI will be identified as required utilizing NAVSEA Form 4340/2, found in Section J.

4.2 Government Furnished Material

The Government Furnished Material (GFM) will be provided when the Contractor has a requirement for special or specific Government material per specific tasking and as instructed by the TO. GFM will be identified as required utilizing Scheduled Government Furnished Property (SGFP) Form, found in Section J.

4.3 Government Furnished Equipment

The Government Furnished Equipment (GFE) will be provided when the Contractor has a requirement for special or specific Government equipment per specific tasking as instructed by the TO. GFE will be identified as required utilizing Scheduled Government Furnished Property (SGFP) Form, found in Section J.

4.4 Government Furnished Facilities

The Government will provide access to the Center; furnish a work area within Government spaces with access to the facility resources and equipment for the performance of this SOW as needed.

4.5 Government Owned Vehicles

The Government shall provide Contractor access and authorization to operate Government Owned Vehicles for the purpose of transporting materials and documents to and from buildings within the NSWC, Crane confines. Government provided vehicles shall be used solely for the purposes as described in this SOW and authorization shall be annotated in individual TIs. All drivers must present proof of valid operator driver's license prior to operating a Government Owned Vehicle. The Contractor shall operate motor vehicles IAW NSWCCRANEINST 11240.1 or most recent instruction. All Contractor personnel operating Government Owned Vehicles, to include materials handling equipment, shall be licensed IAW provisions set forth IAW NSWCCRANEINST 11240.1 or most recent instruction, except when a valid state driver's license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to and including 10,000 pounds gross vehicle weight upon completion of training courses as called out in NSWCCRANEINST 11240.1 or most current instruction. The Contractor shall ensure Contractor

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personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF46) or valid state driver's license, as applicable, when operating vehicles and equipment. Employees possessing a valid Government license need not be re-licensed. The Contractor shall report any accidents involving motor vehicles or any other equipment IAW NSWCCRANEINST 11240.1 or most recent instruction.

5.0 <u>DELIVERABLES</u>

All data deliverables under this TO shall be in accordance with the Exhibit A-DD Form 1423s. All data deliverables to be provided by the Contractor shall be in compliance with the format and guidance specified in the DoD 5000.2R series, as applicable, or a specified in the task description. Final copies of deliverables shall be distributed to the following:

Contracting Officer Representative (COR)

Requiring Technical Activity (RTA)

CDRL: A001

DID Number: DI-MGMT-80368A

DID Title: Status Report (Contractor's Progress, Status and Management Report)

Applicable SOW Para: 3.20.3

CDRL: A002

DID Number: DI-FNCL-80331A

DID Title: Funds and Man-Hours Expenditure Report (Contract Fund Status Report)

Applicable SOW Para: 3.20.4.1

CDRL: A003

DID Number: DI-ADMN-81249A

DID Title: Conference Agenda

Applicable SOW Para: 3.20.5.1, 3.20.5.2

CDRL: A004

DID Number: DI-ADMN-81250A

DID Title: Conference Minutes

Applicable SOW Para: 3.20.5.1, 3.20.5.2

CDRL: A005

DID Number: DI-ADMN-81373

DID Title: Presentation Material

Applicable SOW Para: 3.20.5.1, 3.20.5.2

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CDRL: A006

DID Number: DI-MISC-80508B

DID Title: Technical Report Study/Services (Quality Management Plan QMP))

Applicable SOW Para: 3.11.1

CDRL: A007

DID Number: DI-MISC-80508B

DID Title: Technical Report Study/Services

Applicable SOW Para: 3.2.2, 3.2.3, 3.2.6, 3.3.4, 3.7.10, 3.7.14, 3.14.6, 3.16.2, 3.20.8

CDRL: A008

DID Number: DI-MISC-80508B

DID Title: Technical Report Study/Services (Trip Report)

Applicable SOW Para: 6.2.1

CDRL: A009

DID Number: DI-MGMT-81797 NOT 1

DID Title: Program Management Plan (Plan of Action and Milestones ((POAM))

Applicable SOW Para: 3.20.1

CDRL: A010

DID Number: DI-MGMT-81453A

DID Title: Data Access Lists (DAL)

Applicable SOW Para: 3.20.6

CDRL: A011

DID Number: DI-MGMT-81861

DID Title: Integrated Program Management Report (IPMR)

Applicable SOW Para: 3.20.2

CDRL: A012

DID Number: DI-ADMN-81334D

DID Title: Contract Work Breakdown Structure (WBS)

Applicable SOW Para: 3.20.2

CDRL: A013

DID Number: DI-FNCL-80331A

DID Title: Funds and Man-Hour Expenditure Report (TO Funding Notification Letter)

Applicable SOW Para: 3.20.4.1

CDRL: A014

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DID Number: DI-MGMT-80368A

DID Title: Status Report (Government Furnished Equipment (GFE) Report)

Applicable SOW Para: 3.20.4.2

CDRL: A015

DID Number: DI-MGMT-80368A

DID Title: Status Report (Employee Report)

Applicable SOW Para: 3.20.4.3

CDRL: A016

DID Number: DI-IPSC-81437A NOT 1

DID Title: DBMS Design Document

Applicable SOW Para: 3.6.2.5

CDRL: A017

DID Number: DI-MISC-80508B

DID Title: Network Configuration Scripts, Files, and Implementation Procedures

Applicable SOW Para: 3.6.3

CDRL: A018

DID Number: DI-MISC-80508B

DID Title: Network Design Document

Applicable SOW Para: 3.6.3

CDRL: A019

DID Number: DI-IPSC-81427A NOT 1

DID Title: Software Development Plan (SDP)

Applicable SOW Para: 3.6.1.1

CDRL: A020

DID Number: DI-IPSC-81433A NOT 1

DID Title: Software Requirements Specification (SRS)

Applicable SOW Para: 3.6.1.2

CDRL: A021

DID Number: DI-IPSC-81435A NOT 1

DID Title: Software Design Description (SDD)

Applicable SOW Para: 3.6.1.3

CDRL: A022

DID Number: DI-MISC-80508B

DID Title: Software Application

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Applicable SOW Para: 3.6.1.4

CDRL: A023

DID Number: DI-IPSC-81442A NOT 1

DID Title: Software Version Description

Applicable SOW Para: 3.6.1.4

CDRL: A024

DID Number: DI-IPSC-81440A NOT 1

DID Title: Software Test Report (STR)

Applicable SOW Para: 3.6.1.6.3

CDRL: A025

DID Number: DI-SESS-81875

DID Title: Configuration Management Plan

Applicable SOW Para: 3.10.1

CDRL: A026

DID Number: DI-MGMT-80227

DID Title: Contractor's Progress, Status and Management Report

Applicable SOW Para: 3.20.3

CDRL: A027

DID Number: DI-MGMT-80227

DID Title: Contractor's Progress, Status and Management Report

Applicable SOW Para: 3.20.3

CDRL: A028

DID Number: DI-IPSC-81438A NOT 1

DID Title: Software Test Plan (STP)

Applicable SOW Para: 3.6.1.6.1

CDRL: A029

DID Number: DI-IPSC-81439A NOT 1

DID Title: Software Test Description (STD)

Applicable SOW Para: 3.6.1.6.2

6.0 SPECIAL CONDITIONS

The Contractor shall abide by applicable Government regulations and instructions while on Government facilities. The following requirements shall be applicable to Contractor personnel performing work at Government facilities.

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6.1 SECURITY

The work to be performed under this TO as delineated in the attached DD Form 254, involves access to, handling of and generation of classified material up to and including SECRET. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. All Contractor personnel shall comply with the provisions of DoD 5220.22M, National Industrial Security Program Operating Manual and DoD Directive 5200.01, Volumes 1-4, DoD Information Security Program. The prime contractor shall possess and maintain a minimum SECRET Facility Clearance. Specific security clearance requirements for individual task orders will be specified on a DoD Contract Security Classification Specification (DD Form 254). The contractor shall be required to safeguard information at the level specified in the DD Form 254 for this contract and the DD 254 specific to any resulting task order. The Contractor shall be required to provide employees who possess the appropriate security clearance level specified for this contract and all resulting task orders. Contractor personnel supporting a task order must be cleared at the appropriate level prior to the start work under the under the contract and any task order. All costs incurred to acquire clearances shall be at the contractor's expense and shall not be allowed as direct cost against this contract.

The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user identifications or passwords or any other knowledge that may be gained by anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this Performance Work Statement and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

6.1.2 Website Security

The Contractor shall ensure that its publicly accessible web-sites are free of "For Official Use Only" (FOUO), and/or indicators that could tip-off adversaries about impeding program activity. The government will provide additional OPSEC guidance as necessary.

6.1.3 Contractor Information Assurance (IA) Training and Certification

In accordance with SECNAV M-5239.2 dated June 2016, all personnel performing Cyber IT/Cybersecurity functions must be trained and qualified and must maintain the appropriate security clearance to perform the tasks associated with their assigned positions. All positions with Cyber IT/Cybersecurity functions whether primary or additional/embedded duties have a Specialty Area and Proficiency Level identified within the Special Skills section of each TI. The contractor is required to:

Earn and maintain appropriate credentials from the Cyber IT/CSWF Qualification Matrix (described in SECNAV M-5239.2) associated with the specialty area and proficiency level commensurate with the scope of major assigned duties for the position.

- 1. Participate in a continuous learning program as described in SECNAVINST 1543.2. A minimum of 40 hours of Cyber IT/CSWF related continuous learning annually documented in a current individual development plan signed by both the employee and supervisor.
- 2 The baseline qualifications for each specialty area/proficiency level are identified in Appendix 4 of SECNAV M-5239.2. Contractor personnel shall obtain the appropriate DON approved baseline job qualification standards prior to being engaged. Contractors have up to 6 months to obtain any additional qualifications required for their position to include but not limited to applicable operating system/computing environment training if required.

6.2 TRAVEL

6.2.1 Travel Requirements

The Contractor may be required to travel throughout the Continental United States (CONUS) and to locations Outside of the Continental United States (OCONUS). All travel requests for Contractor's travel will be authorized by a COR/Contracting Officer (KO) approved Travel Authorization (TA) unless specified on the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than 14 days after completion of the trip. When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action. Travel must be in accordance with Joint Travel Regulations per DoD. For trips made to OCONUS locations that are so designated per the Defense Base Act (DBA), the Contractor is authorized

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to bill for DBA liability insurance.

6.2.3 OCONUS / High Risk Areas

The Contractor may be required to travel to OCONUS locations and/or high risk areas. The Contractor shall possess current passports, visas and identification badges, as required. The Contractor shall possess the necessary immunizations and hazardous duty insurance for work and travel to designated high risk areas

6.3 SAFETY AND HEALTH

The requirements of this TO may require Contractor personnel to come into contact with or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The Contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The Contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

6.4 HAZARDOUS MATERIALS

The Contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

6.5 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NSWCCRANEINST 5510.1 Chapter 4. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work on Government property shall be subject to the instructions and regulations applicable to all individuals on the Government installation or property. Prior to conducting work under this TO, the Contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

6.6 IDENTIFICATION BADGES

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Crane Division Security Department within forty-eight (48) hours following the completion of the TO, relocation or termination of an employee issued an identification badge, and upon request by the KO.

6.7 ACCIDENT REPORTING

The Contractor shall maintain an accurate record of and shall report all accidents to the COR as prescribed by OPNAVINST 5102.1D.

6.8 SMOKING REGULATIONS

Smoking on Government property shall be in approved areas only in accordance with NAVFAC P 1021. Smoking in vehicles is prohibited.

6.9 RELEASE OF INFORMATION

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the KO. Dissemination or public disclosure includes permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

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6.10 PRIVACY ACT

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.11 DAMAGE REPORTING

The Contractor shall maintain an accurate record of and shall report to the COR all damages to GFE and GFF as prescribed by OPNAVINST 5102.1D.

6.12 NON-PERSONAL SERVICES

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

6.13 INVESTIGATIONS

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

6.14 GOVERNMENT OBSERVATIONS

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.15 WORK AREA CLEANLINESS

The Contractor shall be responsible for the orderliness and cleanliness of all areas being used for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

6.16 KEY CONTROL

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be in accordance with the key control requirements set forth in applicable regulations.

6.17 HOURS OF OPERATION

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for Contractor on-site personnel and the Contractor's liaison facility personnel assigned to this effort fall between 0600 and 1800 hours during normal Government workdays, Monday through Friday. The Contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If Contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

6.17.1 <u>Compressed Work Schedule</u>

A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0600 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1430 and 1730. The Contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The Contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a Contractor employee may be required to remain on a non-compressed work schedule or to adjust Contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the Contractor will be notified by the COR of any permanent or temporary exceptions.

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6.17.2 Flextime

Contractor shall be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0600 and 0900, with a quitting time eight and one-half hours after the clock-in time (1430 to 1730). The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the Contractor will be notified by the COR of any permanent or temporary exceptions

6.17.3 Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the Contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

6.17.3.1 <u>Inclement Weather</u>

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

6.17.3.2 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The Contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
Washington's Birthday	Memorial Day

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Independence Day	Labor Day	
Columbus Day	Veteran's Day	

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7	Thanksgiving Day	Christmas Day			
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In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

6.17.4 Overtime

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Overtime shall be performed as considered necessary by the Contractor to meet the tasking and to the extent authorized in 52.222-2 in Section I - Contract Clauses. The approved overtime shall not be exceeded without authorization from the CCO.

6.18 CONTINUOUS IMPROVEMENT

The Contractor shall support the NSWC Crane Continuous Improvement program. The Contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The Contractor shall participate in lean events,

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meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The Contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

6.19 INFORMATION NONDISCLOSURE

The Contractor shall not disclose any information provided or developed under this TO outside the Government without prior approval from the Government. Contractor shall provide one (1) copy of each employee-signed Non-Disclosure Statements to the COR prior to performing any work on this TO. The COR will retain one copy for the TO file.

6.20 LICENSES, CERTIFICATIONS, AND TRAINING

The Contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, Contractor sponsored and conducted at Contractor's facilities, or vendor sponsored and conducted at vendor facilities.

6.21 EXISTING CONDITIONS

In the performance of work under this TO, the Contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the Contractor for any costs or liability the Contractor might incur as a result of these existing conditions. The Government and the Contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

6.22 DATA RIGHTS

The Government will have rights to the technical data, other data, and documentation delivered in the performance of this order in accordance with the data rights provisions included in the underlying contract.

6.23 USE OF GOVERNMENT VEHICLES/MATERIAL HANDLING EQUIPMENT

Contractor may be required to drive Government Owned/Leased Vehicles and material handling equipment on-site at NSWC Crane in performance of their duties. Authorization to drive Government Owned/Leased Vehicles and operate Government Owned Materials Handling Equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All Contractor personnel operating Government Vehicles/Handling Equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government Manager and the Contracting Officer.

6.24 CONTRACTOR IDENTICATION

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

6.25 PERIOD OF PERFORMANCE

The initial award(s) will result in a 1-year basic Period of Performance (POP) with four (4) 1-year option years.

7.0 PLACES OF PERFORMANCE

Workload being performed at NSWC Crane requires that the Contractor have facilities within 50 mile radius of NSWC Crane. The Contractors located at NSWC Crane will have Government facilities available and will be authorized access to Navy Marine Corps Intranet (NMCI) Information Technology (IT)/Government owned equipment to perform assigned tasking. This equipment may include a computer with appropriate software, printers, telecopier, xerographic equipment, desk and use of a telephone with long distance and voice mail for official Government business, as required. The Contractor will be given access to specific Department of Defense web sites that require Personal Key Infrastructure (PKI) cryptographic logon for access.

The Contractor will be required to have general office space to accommodate the contractor personnel working at the contractor facility. Workload that is to be performed at the Contractor's facility requires that the Contractor provide all necessary facilities, facility service agreements, contracts, sub contracts, and ancillary arrangements to sustain the facility and daily operations. Examples include the following:

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- Utilities to include electric, gas, water and sewer.
- Landline telephone service (local and long distance, and internet accounts), required telephone equipment (telephones, phone lines, modems, etc.).
- All shipping costs such as Federal Express, UPS, etc.
- Account for internet and e-mail service.
- · Facility cleaning services.
- Maintenance services (electric, HVAC, grounds, exterminator, locksmith, trash removal, etc.).
- Required furniture, tools, equipment, etc.
- Facilities security, including alarm system.
- Reproduction and printing costs.
- Taxes and insurance.

Contractor furnished computers and IT infrastructure used to engineer and implement software within the scope of this TO must possess a standardized environment, including compliance with all appropriate DoD STIGS, in accordance with Section 2.1.2.1 of the Application Security and Development Security Technical Implementation Guide (STIG) Version 3 Release 10.

7.1 Telework

The COR shall be notified of all contractor personnel allowed to telework in performance of this Task Order. The contractor shall provide a copy of the company telework policy to the Contracting Officer and COR if telework will be authorized for employees performing under this Task Order. The Government reserves the right to disallow telework for tasking within the statement of work via Technical Instruction if appropriate.

8.0 Performance Standards Instructions

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 3 to the RFP. Performance standards are required to be met for each of the identified Task Requirements.

CNIN-NOTICE-0003 CONTRACTOR MANPOWER REPORTING (NOV 2013)

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

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

The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

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

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other

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

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)

(MAR 2001)

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal (to be completed at time of award) dated (to be completed at time of award) in response to Solicitation N00024-15-R-3413.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

- (a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for
- (1) The specifications set forth in Section C, and
- (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.
- (b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.
- (c)(1) The Contracting Officer may at any time by written order:

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- (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
- (ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
- (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.
- (2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contract or or as a subcontractor, or as a consultant to a prime contract or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of

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the Government if determined to be in the best interest of the Government.

- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (1) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

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

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

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract.

HQ D-1-0001 PACKAGING OF DATA

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 Dated 28 March 2013.

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:	
	(Name of Individual Sponsor)
	(Name of Requiring Activity)
	(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-3 Inspection of Supplies - Cost Reimbursement (MAY 2001)

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

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

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

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

Item(s)7999 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

Note: Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/19/2016 - 7/18/2017
7001AA	8/29/2016 - 9/30/2016
7001AB	9/7/2016 - 7/17/2017
7001AC	9/7/2016 - 7/17/2017
7001AD	9/7/2016 - 7/18/2017
7001AE	9/9/2016 - 7/18/2017
7001AF	10/4/2016 - 11/30/2016
7001AG	10/4/2016 - 11/30/2016
7001AH	10/4/2016 - 11/30/2016
7001AJ	11/18/2016 - 7/18/2017
7001AK	11/18/2016 - 7/18/2017
7001AL	11/18/2016 - 7/18/2017
7001AM	11/18/2016 - 7/18/2017
7001AN	11/18/2016 - 7/18/2017
7001AP	11/18/2016 - 7/18/2017
7001AQ	11/18/2016 - 7/18/2017
7001AR	12/29/2016 - 7/18/2017
7001AS	12/29/2016 - 7/18/2017
7001AT	12/29/2016 - 7/18/2017
7001AU	1/24/2017 - 9/29/2017
7001AV	1/24/2017 - 9/29/2017
7001AW	1/24/2017 - 9/29/2017
7001AX	1/24/2017 - 9/29/2017
7001AY	1/24/2017 - 9/29/2017
7001AZ	1/24/2017 - 9/29/2017
7001BA	1/24/2017 - 9/29/2017
7001BB	1/24/2017 - 9/29/2017
7001BC	1/24/2017 - 7/18/2018
7001BD	2/13/2017 - 11/30/2017
7001BE	2/13/2017 - 9/30/2017
7001BF	2/13/2017 - 9/29/2017
7001BG	2/13/2017 - 7/18/2017
7001BH	2/13/2017 - 7/18/2017
7001BJ	2/13/2017 - 7/18/2017
7001BK	2/13/2017 - 7/18/2017
7001BL	2/13/2017 - 7/18/2017
7001BM	3/31/2017 - 3/31/2018
7001BN	3/31/2017 - 9/30/2017
7001BP	3/31/2017 - 9/30/2017

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1100170 04 D 4020	1100170 04 D 4020 1 003	17
5004P.O		0/01/0015 0/00/0015
7001BQ		3/31/2017 - 9/30/2017
7001BR		3/31/2017 - 9/29/2017
7001BS		3/31/2017 - 7/18/2017
7001BT		3/31/2017 - 7/18/2017
7001BU		3/31/2017 - 7/18/2017
7001BV		3/31/2017 - 7/18/2017
7001BW		7/14/2017 - 11/30/2017
7200		7/19/2017 - 7/18/2021
7201AA		7/19/2017 - 11/30/2017
7201AB		7/21/2017 - 7/18/2018
7201AC		7/21/2017 - 9/30/2017
7201AD		7/21/2017 - 9/30/2017
7201AE		7/21/2017 - 9/30/2017
7201AF		7/21/2017 - 7/18/2018
7201AG		7/21/2017 - 7/18/2018
7201AH		7/21/2017 - 9/30/2017
7201AJ		7/21/2017 - 9/30/2017
7201AK		7/21/2017 - 9/30/2017
7201AL		8/4/2017 - 7/18/2018
7201AM		8/4/2017 - 7/18/2018
7201AN		8/4/2017 - 7/18/2018
7201AP		9/6/2017 - 9/29/2017
7201AQ		9/6/2017 - 7/18/2018
7201AR		9/6/2017 - 7/18/2018
7201AS		9/6/2017 - 7/18/2018
7201AT		9/8/2017 - 7/18/2018
7201AU		9/8/2017 - 7/18/2018
7201AV		9/26/2017 - 7/18/2018
7201AW		11/30/2017 - 9/30/2018
7201AX		12/22/2017 - 7/18/2018
7201AY		12/22/2017 - 7/18/2018
7201AZ		12/22/2017 - 7/18/2018
7201BA		12/22/2017 - 7/18/2018
7201BB		12/22/2017 - 7/18/2018
7201BC		1/18/2018 - 7/18/2018
7201BD		1/18/2018 - 11/30/2018
7201BE		1/18/2018 - 9/30/2019
7201BF		1/18/2018 - 9/30/2018
7201BG		1/18/2018 - 9/30/2019
7201BH		1/17/2018 - 9/30/2018
7201BJ		1/18/2018 - 9/30/2018
7201BK		1/18/2018 - 9/30/2018
7201BL		1/18/2018 - 9/30/2018

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7201BM		3/8/2018 - 9/30/2019
7201BN		3/8/2018 - 11/30/2018
7201BP		3/8/2018 - 11/30/2018
7201BQ		3/8/2018 - 11/30/2018
7201BR		3/8/2018 - 9/30/2019
7201BS		3/8/2018 - 9/30/2018
7201BT		3/20/2018 - 9/1/2018
7201BU		3/20/2018 - 11/30/2018
7201BV		5/2/2018 - 11/30/2018
7201BW		5/2/2018 - 9/30/2019
7201BX		5/2/2018 - 9/30/2019
7201BY		5/2/2018 - 5/2/2019
7201BZ		5/2/2018 - 9/30/2019
7201CA		5/2/2018 - 1/17/2019
7201CB		5/21/2018 - 3/30/2019
7201CC		5/21/2018 - 3/30/2019
7201CD		5/18/2018 - 3/30/2019
7201CE		5/21/2018 - 9/30/2018
7201CF		5/21/2018 - 9/30/2018
7201CG		5/21/2018 - 9/30/2018
7201CH		5/21/2018 - 9/30/2018
7201CJ		8/13/2018 - 9/30/2018
7201CK		8/13/2018 - 9/30/2018
7201CL		8/13/2018 - 9/30/2019
7202AA		9/11/2018 - 9/30/2018
7202AB		9/11/2018 - 9/10/2019
7202AC		9/21/2018 - 9/20/2019
7202AD		11/16/2018 - 9/30/2019
7202AE		11/16/2018 - 9/30/2019
7202AF		11/16/2018 - 9/30/2019
7202AG		11/16/2018 - 9/30/2019
7202AH		11/16/2018 - 9/30/2019
7202AJ		11/16/2018 - 9/30/2019
7202AK		11/16/2018 - 9/30/2019
7202AL		12/4/2018 - 9/30/2019
7202AM		12/20/2018 - 11/30/2019
7202AN		12/20/2018 - 11/30/2019
7202AP		12/20/2018 - 11/30/2019
7202AQ		12/20/2018 - 11/30/2019
7202AR		12/20/2018 - 11/30/2019
7202AS		12/20/2018 - 9/30/2019
7202AT		2/15/2019 - 11/30/2019
7202AU		2/15/2019 - 9/30/2019

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7202AV		3/1/2019 - 9/30/2019
7202AW		4/2/2019 - 11/30/2019
7202AX		7/9/2019 - 11/30/2019
7202AY		7/9/2019 - 11/30/2019
7202AZ		7/9/2019 - 2/28/2020
7203AA		7/18/2019 - 11/30/2019
7203AB		7/18/2019 - 4/24/2020
7203AC		9/4/2019 - 6/1/2020
7203AD		9/4/2019 - 9/20/2019
7203AE		9/27/2019 - 1/1/2020
7203AF		11/8/2019 - 11/30/2020
7203AG		11/8/2019 - 9/30/2020
7203AH		11/8/2019 - 9/30/2020
7203AJ		11/8/2019 - 9/30/2020
7203AK		11/8/2019 - 9/30/2020
7203AL		11/26/2019 - 11/30/2020
7203AM		11/26/2019 - 11/30/2020
7203AN		11/26/2019 - 11/30/2020
7203AP		11/26/2019 - 11/30/2020
7203AQ		11/26/2019 - 11/30/2020
7203AR		11/26/2019 - 11/30/2020
7203AS		11/26/2019 - 11/30/2020
7203AT		11/26/2019 - 11/30/2020
7203AU		12/4/2019 - 9/30/2020
7203AV		1/14/2020 - 9/30/2020
7203AW		1/14/2020 - 9/30/2020
7203AX		1/14/2020 - 9/30/2020
7203AY		1/14/2020 - 9/30/2020
7203AZ		1/14/2020 - 9/30/2020
7400		7/19/2018 - 7/18/2019
9000		7/19/2016 - 7/18/2017
9001AA		9/7/2016 - 7/17/2017
9001AB		11/18/2016 - 7/18/2017
9001AC		11/18/2016 - 7/18/2017
9001AD		11/18/2016 - 9/30/2017
9001AE		1/24/2017 - 9/30/2017
9001AF		1/24/2017 - 7/18/2018
9001AG		2/13/2017 - 9/30/2017
9001AH		3/31/2017 - 11/30/2017
9001AJ		3/31/2017 - 3/31/2018
9001AK		10/6/2017 - 9/30/2018
9200		7/19/2017 - 7/18/2021
9201AA		7/21/2017 - 7/18/2018

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0001 + D		0/4/0045 5/40/0040
9201AB		8/4/2017 - 7/18/2018
9201AC		8/4/2017 - 7/18/2018
9201AD		8/4/2017 - 7/18/2018
9201AE		9/6/2017 - 7/18/2018
9201AF		9/6/2017 - 7/18/2018
9201AG		9/6/2017 - 7/18/2018
9201AH		9/8/2017 - 7/18/2018
9201AJ		9/26/2017 - 7/18/2018
9201AK		10/6/2017 - 9/30/2018
9201AL		11/30/2017 - 9/30/2018
9201AM		12/22/2017 - 9/30/2018
9201AN		1/18/2018 - 11/30/2018
9201AP		1/18/2018 - 9/30/2019
9201AQ		1/18/2018 - 9/30/2018
9201AR		3/20/2018 - 9/1/2018
9201AS		3/20/2018 - 9/30/2019
9201AT		5/21/2018 - 9/30/2018
9201AU		5/21/2018 - 9/30/2018
9201AV		5/21/2018 - 9/30/2018
9201AW		5/21/2018 - 9/30/2018
9202AA		9/11/2018 - 9/10/2019
9202AB		11/16/2018 - 9/30/2019
9202AC		11/16/2018 - 9/30/2019
9202AD		11/16/2018 - 9/30/2019
9202AE		11/16/2018 - 9/30/2019
9202AF		12/20/2018 - 11/30/2019
9202AG		12/20/2018 - 11/30/2019
9202AH		12/20/2018 - 11/30/2019
9202AJ		12/20/2018 - 11/30/2019
9202AK		12/20/2018 - 11/30/2019
9202AL		12/20/2018 - 9/30/2019
9202AM		2/15/2019 - 11/30/2019
9202AN		2/15/2019 - 9/30/2019
9202AP		4/2/2019 - 12/31/2019
9202AQ		5/24/2019 - 11/30/2019
9202AR		7/9/2019 - 2/28/2020
9202AS		7/9/2019 - 9/30/2019
9203AA		7/18/2019 - 12/4/2019
9203AB		9/4/2019 - 3/15/2020
9203AC		11/8/2019 - 9/30/2020
9203AD		11/8/2019 - 9/30/2020
9203AE		11/26/2019 - 11/30/2020
9203AF		11/26/2019 - 11/30/2020

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9203AG		12/4/2019 - 9/30/2020		
9203AH	1/14/2020 - 11/30/2020			
9203AJ		1/14/2020 - 9/30/2020		
9400	,	7/19/2018 - 7/18/2019		

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

7000 7/19/2016 - 7/18/2017 9000 7/19/2016 - 7/18/2017

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

7100	7/19/2016 - 7/18/2017
7200	7/19/2017 - 7/18/2018
7300	7/19/2017 - 7/18/2018
7400	7/19/2018 - 7/18/2019
7500	7/19/2018 - 7/18/2019
9100	7/19/2016 - 7/18/2017
9200	7/19/2017 - 7/18/2018
9300	7/19/2017 - 7/18/2018
9400	7/19/2018 - 7/18/2019
9500	7/19/2018 - 7/18/2019
7600	7/19/2019 - 7/18/2020
7700	7/19/2019 - 7/18/2020
7800	7/19/2020 - 7/18/2021
7900	7/19/2020 - 7/18/2021
9600	7/19/2019 - 7/18/2020
9700	7/19/2019 - 7/18/2020
9800	7/19/2020 - 7/18/2021
9900	7/19/2020 - 7/18/2021

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise specified.

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

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 <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) *Document type*. The Contractor shall use the following document type(s).

COST VOUCHER

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

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(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
Tield Name in WAWI	Data to be effected in WAW1
Pay Official DoDAAC	HQ0338, DFAS Columbus Center, South
Issue By DoDAAC	N00164
Admin DoDAAC	S2404A, DCMA Manassas
Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA50W
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.

Contracting Officer's Representative:

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

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

(a) For other than firm fixed price contract line item numbers (CLINs), the Contractor agrees to segregate costs

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

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NAVSEA) (APR 2015)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

CNIN-G-0001 INVOICING DOCUMENTATION FOR COST VOUCHERS (JULY 2015)

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Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

	Cost Elements
Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes
	sub-contractor direct labor. If there are different labor pools, they should be
	included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are
	different indirect pools, they should be included separately (e.g., Fringe, OH, G&A,
	etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
	Labor Detail (Prime and Subcontractor)
Employee name	
Labor category	
Direct labor rate by	y employee
Loaded labor rate b	py employee
Current period hou	rrs (OT hours identified separately)
Current period dire	ect labor costs
Cumulative hours ((OT hours identified separately)
Cumulative direct	labor costs
	Non-Labor Detail – detail provided for current billing period only
Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed
	description of item and total item costs (includes subK ODC)
*Copies of invoice	s and/or receipts for Material/ODC purchases shall be included.
CLIN/SLIN I	Detail – Information should be a cumulative total invoiced against each CLIN/SLIN
CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/TI	TO and/or TI number
Amount Funded	Amount funded on each SLIN
Current	Amount billed in current billing period
Cumulative	Cumulative amount billed against SLIN
Balance	Remaining balance on SLIN

CNIN-G-0009 SECURITY ADMINISTRATION (SEP 2014)

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hereto and made a part hereof.

CNIN-G-0014 PAYMENT STATUS INQUIRIES (DEC 2013)

The status of invoice payments can be obtained through MOCAS myInvoice at: https://myinvoice.csd.disa.mil/

myInvoice is a web-based application developed specifically for contractors/vendors and Government/Military employees to obtain invoice status and payment data. It is an interactive web-based system, accessible 24 hours a day/7 days a week.

Follow the website instructions and download "Getting Started with myInvoice" to assist in the registration process.

If you require additional assistance with accessing myInvoice, effective 17 Jun 2013, contact the Columbus Accounting System Helpdesk (CASH) at CCO-CASH@DFAS.MIL or Toll Free at (855) 211-6308.

The status of invoice payments may also be obtained by contacting the DFAS Paying Office designated on the contract cover page. DFAS Paying Office Vendor Pay Customer Service offices are listed below:

DFAS Dayton	1-800-756-4571 - option 2, option 3
DFAS Limestone	1-800-756-4571 - option 2, option 3
DFAS Indianapolis	1-888-332-7366
DFAS Columbus Caps	1-800-756-4571 - option 2, option 2
DFAS Rome	1-800-553-0527
DFAS Rome	1-800-553-0527
DFAS Columbus Navy	1-800-756-4571 - option 2, option 4
DFAS Rome	1-800-553-0527
DFAS Rock Island	1-800-756-4571 - option 2, option 5
DFAS St. Louis	1-800-756-4571 - option 2, option 5
DFAS Columbus North	1-800-756-4571 - option 1
DFAS Columbus South	1-800-756-4571 - option 1
DFAS Columbus West	1-800-756-4571 - option 1
DFAS Indianapolis	1-888-332-7366
DFAS Indianapolis	1-888-332-7366
DFAS Rome	1-800-553-0527
DFAS Kansas City	1-800-756-4571 - option 2, option 4
Navy_ERP NAVSEA HQ	1-202-781-3145
Navy_ERP NSWC Crane	cran vendorpay@navy.mil
	DFAS Limestone DFAS Indianapolis DFAS Columbus Caps DFAS Rome DFAS Rome DFAS Columbus Navy DFAS Rome DFAS Rock Island DFAS St. Louis DFAS Columbus North DFAS Columbus South DFAS Columbus West DFAS Indianapolis DFAS Indianapolis DFAS Rome DFAS Rome DFAS Rome DFAS Rome DFAS Kansas City Navy_ERP NAVSEA HQ

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1-732-323-1082

N64142 Navy_ERP NAWCAD

(Patuxent River, Lakehurst and NAVAIR HQ)

N68732 DFAS Cleveland 1-800-756 4571 - option 2 and 4

(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)

SL4701 DFAS Columbus EBS 1-800-756 4571 - option 2 and 2

SECTION G NOTES (NOV 2014)

1). TASK ORDER RATES

The following rates have been approved for this task order.

Annual Labor Escalation:

Maximum Pass-Thru Rate:

Maximum Fee:

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

4) CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

Accounting Data

SLINID PR Number Amount

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) **DEPARTMENT** means the Department of the Navy.
- (b) **REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR)** All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) **REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION** All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) **NATIONAL STOCK NUMBERS** Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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 PERIOD OF PERFORMANCE

(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.

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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.
- * See General Info and Sections B, F, and G of most recent modification to the Task Order.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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

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

5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (APR 2015)

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

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The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The Contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

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 <u>forty-five (45) days</u>, or <u>ninety (90) days if a security clearance is to be obtained</u>, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

- a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 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 (does not include surge CLINS).
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 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

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indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the

Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.
- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite.

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An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the

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

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

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SECTION I CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-17	Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SAUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition On Contracting With Inverted Domestic Corporations	DEC 2014
52.215-23	Limitations on Pass-Through Char5ges	OCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-19	Child Labor - Cooperation with Authorities And Remedies	JAN 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-55	Establishing a Minimum Wage for Contractors	DEC 2014
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.232-22	Limitation Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-3	Continuity of Services	JAN 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.245-1	Government Property	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	JAN 2015
252.204-7000	Disclosure of Information	AUG 2013
252.204-7005	Oral Attestation Of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported	AUG 2015
	Cyber Incident Information	
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	SEPT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEPT 2014
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Aug 2018
252.234-7002	Earned Value Management System	SEPT 2015
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012

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252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014

OTHER REQUIRED CLAUSES INCORPORATED BY FULL TEXT

52.216-8 -- Fixed Fee (Jun 2011)

- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

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

ITEM(S)	LATEST OPTION EXERCISE DATE
CLIN 7100	No later than 12 months after the TO Award date.
CLIN 7201	No later than 12 months after the TO Award date.
CLIN 7301	No later than 24 months after the TO Award date.
CLIN 7202	No later than 24 months after the TO Award date.
CLIN 7302	No later than 36 months after the TO Award date.
CLIN 7203	No later than 36 months after the TO Award date.
CLIN 7303	No later than 48 months after the TO Award date.
CLIN 7204	No later than 48 months after the TO Award date.
CLIN 7304	No later than 60 months after the TO Award date.

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

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013)

- (1) ***
- (2) SSR.
- (i) Reports submitted under individual contract plans***
- (C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate

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report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed <u>\$573,684</u> or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- * To be completed at time of award

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

EMPLOYEE CLASS	MONETARY WAGE – FRINGE BENEFIT
30084 - Engineering Technician IV	GS-07

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30086 - Engineering Technician VI	GS-11

52.222-50 COMBATING TRAFFICKING IN PERSONS (Mar 2015)

- (a) Definitions. As used in this clause—
- "Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
 - (3) The abuse or threatened abuse of the legal process.
- "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- "Commercially available off-the-shelf (COTS) item" means--
 - (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
- "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
- "Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
- "Forced labor" means knowingly providing or obtaining the labor or services of a person—
 - (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
 - (3) By means of the abuse or threatened abuse of law or the legal process.

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"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
 - (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

- (b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—
 - (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - (2) Procure commercial sex acts during the period of performance of the contract;
 - (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
 - (6) Charge employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

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- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
 - (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
 - (c) Contractor requirements. The Contractor shall—
 - (1) Notify its employees of—
- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
 - (d) Notification.
 - (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
 - (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting

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officer for the contract with the highest dollar value.

- (e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (7) Suspension or debarment.
- (f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:
- (1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
 - (g) Full cooperation.
 - (1) The Contractor shall, at a minimum—
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

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- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from—
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
 - (h) Compliance plan.
 - (1) This paragraph (h) applies to any portion of the contract that—
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—
 - (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
 - (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
 - (4) Posting.
- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
 - (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

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- (5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
 - (ii) After having conducted due diligence, either—
- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
 - (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-00017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 1 2, 2014.

- (a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 3 1, 2015, shall be \$10.10 per hour.
- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

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(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act). (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013)

(a) Definitions.

"Private security functions" means activities engaged in by a Contractor, as follows:

- (1) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party.
- (2) Any other activity for which personnel are required to carry weapons in the performance of their duties in accordance with the terms of this contract.
- (b) *Applicability*. If this contract is performed both in a designated area and in an area that is not designated, the clause only applies to performance in the designated area.
 - (1) For DoD contracts, designated areas are areas of—
 - (i) Contingency operations outside the United States;
 - (ii) Combat operations, as designated by the Secretary of Defense; or
- (iii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.
 - (2) For non-DoD contracts, designated areas are areas of--
 - (i) Combat operations, as designated by the Secretary of Defense;
- (ii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.
- (c) Requirements. The Contractor is required to—
- (1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with 32 CFR part 159, and with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—
- (i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions;
- (ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;
- (iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions; and
 - (iv) Reporting incidents in which—
 - (A) A weapon is discharged by personnel performing private security functions;

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- (B) Personnel performing private security functions attacked, killed, or injured;
- (C) Persons are killed or injured or property is destroyed as a result of conduct by Contractor personnel;
- (D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or
- (E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;
- (2) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract are briefed on and understand their obligation to comply with--
- (i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by 32 CFR part 159, Private Security Contractors (PSCs) Operating in Contingency Operations, Combat Operations, or Other Significant Military Operations;
- (ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;
- (iii) Orders, directives, and instructions issued by the applicable commander of a combatant command or relevant Chief of Mission relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and
- (iv) Rules on the use of force issued by the applicable commander of a combatant command or relevant Chief of Mission for Personnel performing private security functions; and
- (3) Cooperate with any government-authorized investigation of incidents reported pursuant to paragraph (c)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions under this contract by providing--
 - (i) Access to employees performing private security functions; and
 - (ii) Relevant information in the possession of the Contractor regarding the incident concerned.
- (d) Remedies. In addition to other remedies available to the Government--
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor or subcontractor personnel performing private security functions who fail to comply with or violate applicable requirements of this clause or 32 CFR part 159. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract.
- (2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and considered in any responsibility determination or evaluation of past performance; and
- (3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.
- (e) *Rule of construction*. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor or subcontractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all

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subcontracts that will be performed in areas of—

- (1) DoD contracts only: Contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State; or
- (2) Non-DoD contracts: Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall--

- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;
- (2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);
- (3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);
- (4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);
- (5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);
- (6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);
- (7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235); and
- (8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.
- (b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see_http://www.dol.gov/owcp/dlhwc/lsdba.htm.
- (c) The Contractor shall insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

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52.244-2 SUBCONTRACTS (OCT 2010)

- (a) Definitions. As used in this clause—
- "Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)
- "Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
- "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Contracts with any firm not included with the basic contract proposal. For adding team members to the task order after award, the task order contracting officer's approval is required. The task order contracting officer will determine the documentation to be submitted by the contractor for approval.

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-apercentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

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*fill at time of award

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any FAR or DFARS clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-00014) (AUG 2013)

- (a) Definitions. As used in this clause— * * *
- "Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).
- (h) (1) For DoD, the Contractor shall submit reports in eSRS as follows:
- (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
- (ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 ("Agency to which the report is being submitted") by selecting the "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. Do not select anything lower.
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
- (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.
- (ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

- (a) Definition. ``Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--
- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and
- (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

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- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—
- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-00016) (SEP 2015)

- (a) The Contractor shall—
- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;
 - (2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov
 - (i) Prior to subcontract award; and
 - (ii) At least on a monthly basis; and
- (3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.
 - (b) The Head of the Contracting Activity has the authority to—
- (1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or
- (2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- (ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.
- (c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

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252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-00013) (MAR 2015)

- (a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—
 - (1) Subject to extortion or corruption; or
- (2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over\$100,000.

252.225-7995

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-00009)(JAN 2015)

(a) Definitions. As used in this clause—

"Combatant Commander" means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

- (1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)
- (2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

- (1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—
 - (A) The Contractor cannot obtain effective security services;
 - (B) Effective security services are unavailable at a reasonable cost; or
 - (C) Threat conditions necessitate security through military means.
- (ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
 - (iii) Medical or dental care beyond this standard is not authorized.
- (3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

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- (4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.
 - (d) Compliance with laws and regulations.
- (1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—
 - (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
 - (3) The Contractor shall ensure that CAAF and non-CAAF are aware—
- (i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
 - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

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- (i) US Army Criminal Investigation Command at http://www.cid.army.mil/reportacrime.html;
- (ii) Air Force Office of Special Investigations at http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;
 - (iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;
 - (iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;
 - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—
 - (A) Hold their own identity or immigration documents, such as passports or driver's license;
 - (B) Receive agreed upon wages on time;
 - (C) Take lunch and work-breaks;
 - (D) Elect to terminate employment at any time;
 - (E) Identify grievances without fear of reprisal;
 - (F) Have a copy of their employment contract in a language they understand;
 - (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
 - (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
 - (i) All required security and background checks are complete and acceptable.
 - (ii) All CAAF deploying in support of an applicable operation—
- (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
- (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

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- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
 - (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all CAAF. The basic training will be provided through—
 - (1) A military-run training center; or

Officer.

- (2) A web-based source, if specified in the contract or approved by the Contracting
- (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
- (v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

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- (vi) Such employees will be provided victim and witness protection and assistance.
- (f) Processing and departure points. CAAF shall—
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
 - (g) Personnel data.
- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.
- (2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.<!--[if !supportFootnotes]-->
- (i) In all circumstances, this includes any personnel performing private security functions and CAAF.
- (ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone
 - (A) Hired under contracts valued below the simplified acquisition threshold;
 - (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
 - (C) Who, while afloat, are tracked by the Diary message Reporting System.
 - (3) Follow these steps to register in and use SPOT:
 - (i) SPOT registration requires one of the following login methods:
 - (A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or
- (B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.
 - (ii) To register in SPOT:
- (A) Contractor company administrators should register for a SPOT account at https://spot.dmdc.mil; and
- (B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

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- (iii) Upon approval, all users will access SPOT at https://spot.dmdc.mil/ .
- (iv)(A) Refer SPOT application assistance questions to the Customer Support Team at
 - (1) Phone: 703-578-5407, DSN 312-698-5407; or
 - (2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil
- (B) Refer to the SPOT OSD Program Support website at http://www.acq.osd.mil/log/PS/spot.html for additional training resources and documentation regarding registration for and use of SPOT.
 - (h) Contractor personnel.
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.
- (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
- (4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).
 - (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
 - (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
 - (j) Weapons.
- (1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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- (2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
 - (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
 - (i) Are adequately trained to carry and use them—
 - (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
- (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
- (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
 - (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
 - (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
 - (2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the

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Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

- (o) *Mortuary affairs*. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
- (p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017) (AUGUST 2013)

- (a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).
- (b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.
- (c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

- (1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.
- (2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the

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Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

- (3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.
- (4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.
 - (e) Demobilization requirements:
- (1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.
- (2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.
- (3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:
 - (i) The names of each individual requiring an extension.
 - (ii) The required extension period.
- (iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.
- (4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.
- (5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.
- (6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.
- (7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.
- (8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

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- (9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.
- (10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

252.229.7999 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN(DATE) (DEVIATION 2013-00016) (JULY 2013)

- (a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.
- (b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.
 - (c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.
- (d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.
 - (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

- (a) Definitions. As used in this clause—
- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) "Electronic form" means any automated system that transmits information electronically from the

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initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) "Receiving report" means the data required by the clause at <u>252.246-7000</u>, Material Inspection and Receiving Report.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.
 - (c) The Contractor may submit a payment request and receiving report using other than WAWF only when—
- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;
- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- (a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx.
- (b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.
- (c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the

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current waiver renders the employee unfit and subject to redeployment.

- (d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.
- (e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).
- (f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized
- (g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx.

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018.

- (a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx. The current DODI is available at http://www.dtic.mil/whs/directives/corres/ins1.html. The current list of immunization and vaccination requirements are available at http://www.vaccines.mil.
 - (b) The USCENTCOM policy requires contractors to ensure adequate health management is available for

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Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

- (1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.
- (2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.
- (3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.
- (c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.
- (d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: [Contracting Officer must enter the names of the operating locations of the contractor that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor(s)]. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with

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information marked on the approved GFLSV form.

U.S.	Citizens

X APO/MPO/DPO/Postal Service	X DFACs****	X Mil Issue Equip
Authorized Weapon***** theater)	X Excess Baggage	X MILAIR (inter/intra
X Billeting***	Fuel Authorized	X MWR
X CAAF*	X Govt Furnished Meals***	**
X Controlled Access Card (CAC)	X Military Banking	X Transportation
X Installation Access Badge	X Laundry	Military Clothing
X Military Exchange	None	
Embassy Services Kabul**		
Third-Country National (TCN) Employees		
N/A	_DFACs****	_Mil Issue Equip
Authorized Weapon***** theater)	_Excess Baggage	_MILAIR (inter/intra
Billeting***	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals****	Military Clothing
Controlled Access Card (CAC)	Military Banking	Transportation
Installation Access Badge	Laundry	All
Military Exchange	X None	
	Local National (LN) Employees	
N/A	DFACs***	Mil Issue Equip
Authorized Weapon*****	Excess Baggage	MILAIR (intra theater)
Billeting***	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals****	Military Clothing
Controlled Access Card (CAC)	Military Banking	Transportation
Installation Access Badge	Laundry	All
Military Exchange	X None	
* CAAF is defined as Contractors Authorized	d to Accompany Forces.	

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- ** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.
- *** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Check the "DFAC" AND "Government Furnished Meals" boxes if the contractor will have access to the DFAC at <u>no cost</u>. "Government Furnished Meals" (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, "DFAC" must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

*****Military Banking indicates "approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

*****Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer's Representative and in CAAMS.

<u>SPECIAL NOTE – US Embassy Afghanistan Life Support:</u> The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

- (a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.
- (b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:
- 1. Defense Transportation Regulation Part II Cargo Movement Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr part ii 203.pdf
- 2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr part ii 202.pdf
- 3. Defense Transportation Regulation Part V Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

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- (c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:
- 1. <u>Afghanistan Import Customs Clearance Request Procedures</u>: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.
- 2. <u>Status of Customs Clearance Requests</u>: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.
- 3. <u>Customs Required Documents</u>: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIRoA).
- (d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIRoA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (http://trade.gov/static/AFGCustomsSOP.pdf) and paragraph 4 below.
- 1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.
- 2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:
- a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
 - c. Shipping Invoices.
 - d. Packing Lists. Required only if the shipping invoice does not list the cargo.
- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

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h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

- 3. Exports: The following documentation is required for all export shipments:
- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
 - b. Invoices.
 - c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.
- 4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: http://trade.gov/static/AFGCustomsSOP.pdf
- (e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.
- (a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.
- (I) <u>Unaccounted Personnel:</u> It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.
- (2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).
- (3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.
 - (b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily

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left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number Contract Description & Location Company Name Reporting party: Name Phone number e-m ail address Victim: Name Gender (Male/Female) Age Nationality Country of permanent residence Incident: Description Location Date and time

Other Pertinent Information

5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to

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start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

- b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:
- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
- (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.
- c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - CDRLs A001 - A029

Attachment 1: Contract Security Classification Specification, DD Form 254

Attachment 2: Wage Determination

Attachment 3: Quality Assurance Surveillance Plan (QASP)

Attachment 4: GFI Form

Attachment 5: ROM Template

Attachment 6: IGE Labor Category Descriptions

Attachment 7: CDRL A0027 - Contract Status Report (eCRAFT)

Attachment 8: GFP from FC02 for GFP Module