

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U  
PAGE 1 OF 2  
2. AMENDMENT/MODIFICATION NUMBER  
P00024  
3. EFFECTIVE DATE  
10/27/2020  
4. REQUISITION/PURCHASE REQUISITION NUMBER  
1300864746  
5. PROJECT NUMBER (If applicable)  
N/A  
6. ISSUED BY  
CODE  
N65236  
7. ADMINISTERED BY (If other than Item 6)  
CODE  
S2404A | SCD | C

NAVWAR-NIWC Atlantic (CHRL)  
P.O. BOX 190022  
North Charleston, SC 29419-9022

DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly, VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NUMBER

CACI, INC.-FEDERAL  
14370 Newbrook Drive  
Chantilly, Virginia 20151

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

N00178-04-D-4030/N6523618F3044

10B. DATED (SEE ITEM 13)

03/06/2018

CODE 1QU78

FACILITY CODE 541008371

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

FAR 43.103(b)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

# General Information

No LLA Changes.

The total amount of funds obligated to the task order is hereby increased/decreased from \$19,094,138.30 by \$0.00 to \$19,094,138.30.

The total value of the task order is hereby increased/decreased from \$22,083,046.00 by \$0.00 to \$22,083,046.00.

The purpose of this modification is to correct the LOA on SLIN 720112 from 1701804 5CCY 257 00039 0 050120 2D 000000 to 1701810 M2DA 310 00039 0 050120 2D 000000.

No LLA Changes.

The total amount of funds obligated to the task order is hereby increased/decreased from \$19,094,138.30 by \$0.00 to \$19,094,138.30.

The total value of the task order is hereby increased/decreased from \$22,083,046.00 by \$0.00 to \$22,083,046.00.

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 95	
1. CONTRACT/PURCH ORDER/AGREEMENT NO. <b>N00178-04-D-4030</b>			2. DELIVERY ORDER/CALL NO. <b>N6523618F3044</b>		3. DATE OF ORDER/CALL (YYYYMMDD) <b>2020OCT27</b>		4. REQUISITION/PURCH REQUEST NO. <b>1300864746</b>		5. PRIORITY <b>Unrated</b>		
6. ISSUED BY NAVWAR-NIWC Atlantic (CHRL) P.O. BOX 190022 North Charleston, SC 29419-9022				7. ADMINISTERED BY (If other than 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly, VA 20151		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR NAME AND ADDRESS CACI, INC.-FEDERAL 14370 Newbrook Drive Chantilly, VA 20151				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
12. DISCOUNT TERMS <b>Net 30 Days WAWF</b>				13. MAIL INVOICES TO THE ADDRESS IN BLOCK <b>SEE SECTION G</b>							
14. SHIP TO <b>SEE SECTION F</b>				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE <input type="checkbox"/>		Reference your _____ furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE			
								DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <b>SEE SCHEDULE</b>											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		<b>SEE SCHEDULE</b>									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				\$ 2 2		25. TOTAL	
BY:				CONTRACTING/ORDERING OFFICER						26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: 0											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 0 4			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO. 6 0 0		30. INITIALS	
f. TELEPHONE NUMBER						g. E-MAIL ADDRESS		32. PAID BY 0		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

# Section B - Supplies and Services

## CLIN - SUPPLIES OR SERVICES

### Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	J058	Key Management Engineering, Install, Training and Sustainment Services (O&MN,N)		Lot			\$779,189.05
700001	J058	ACRN:AJ Cost Code: A00004436584 CIN# 130070190800001 NWA/BS# BS-001818.0201010313 (O&MN,N)					
700002	J058	ACRN:AK Cost Code: A10004436584 CIN# 130070190800002 NWA/BS# BS-001818.0201010314 (O&MN,N)					
700003	J058	ACRN:AN Cost Code: A00004516717 CIN# 130071262200001 NWA/BS# BS-001818.0201010201 (O&MN,N)					
700004	J058	ACRN:AP Cost Code: A00004528586 (O&MN,N)					
7001	5810	Key Management Engineering, Install, Training and Sustainment Services (OPN)		Lot			\$2,459,862.93
700101	5810	ACRN: AA PR: 1300694118 COST CODE: A00004378027 CIN: 130069411800001 NWA/BS: BS-001817.03010 (OPN)					
700102	5810	ACRN: AB PR: 1300694118 COST CODE: A10004378027 CIN: 130069411800003 NWA/BS: BS-001818.03010 (OPN)					
700103	5810	ACRN: AC PR: 1300694118 COST CODE: A20004378027 CIN: 130069411800004 NWA/BS: BS-001818.03010 (OPN)					
700104	5810	ACRN: AD PR: 1300694118 COST CODE: A30004378027 CIN: 130069411800005 BS/NWA: BS-001818.03010 (OPN)					
700105	5810	ACRN: AE PR: 1300694118 COST CODE: CIN: 130069411800006 NWA/BS: BS-001818.03010 (OPN)					
700106	5810	ACRN: AF PR: 1300694118 COST CODE: A50004378027 CIN: 130069411800007 NWA/BS: BS-001818.03010 (OPN)					
700107	5810	ACRN: AG PR: 1300694118 COST CODE: A60004378027 CIN: 130069411800008 NWA/BS: BS-001818.03010 (OPN)					
700108	5810	ACRN:AL Cost Code: A00004496846 CIN# 130070952700001 NWA/BS# BS-001818.0301070101 (OPN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700109	5810	PWS/Subtask Para #(s) 3.2.1, 3.2.2, 3.2.3, 3.5.1, 3.5.2, 3.5.2.1, 3.5.3.19 - CRYPTO INSTALL PLANNING (OPN)					
700110	5810	PWS/Subtask Para #(s) 3.5.4.9, 3.5.4.10, 3.5.4.11 - CRYPTO PRODUCTION CONFIGURATION CONTROL (OPN)					
700111	5810	(OPN)					
700112	5810	(OPN)					
7002	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN)		Lot			\$799,932.52
700201	J058	PWS/Subtask Para #(s) 3.4.2.11, 3.5.3.16, 3.5.3.18 - CRYPTO SOVT (OPN)					
700202	J058	ACRN: AV PR: 1300733159 COST CODE: A00004643290 CIN: 130073315900001 NWA/BS: BS-001818.0301070204 (OPN)					
700203	J058	ACRN:AW PR: 1300751960 COST CODE: A00004789615 CIN: 130075196000001 NWA/BS: BS-001817.0301070120 (OPN)					
7003	J058	Key Management Engineering, Install, Training and Sustainment Services (RDT&E)		Lot			\$0.00
7004	N058	Key Management Engineering, Install, Training and Sustainment Services (SCN)		Lot			\$194,956.54
700401	N058	ACRN: AH PR: 1300694371 COST CODE: A00004378179 CIN: 130069437100001 NWA/BS: 100001256140.00 (SCN)					
700402	N058	ACRN:AM Cost Code: A10004497202 CIN# 130070953000002 NWA/BS# 100001350143-0010 (SCN)					
7100	J058	Key Management Engineering, Install, Training and Sustainment Services (O&MN,N)		Lot			\$1,358,767.00
710001	J058	PWS/Subtask Para # 3.4.2.3 (O&MN,N)					
710002	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.4.2.2, 3.4.2.3, 3.4.2.5, 3.4.2.4, 3.4.2.9 (O&MN,N)					
7101	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN)		Lot			\$4,742,101.27
710101	J058	PARAGRAPHS/SUB-TASKS #'s: 3.2.2, 3.5.1, 3.5.2, 3.5.3.5 VENDOR PART NR: 100001455024 0010 (OPN)					
710102	J058	PARAGRAPHS/SUB-TASKS #'s: 3.3.3.1, 3.3.3.7, 3.4.1 VENDOR PART NR: 100001438609 0010 (OPN)					
710103	J058	PARAGRAPHS/SUB-TASKS #: 3.5.2 (OPN)					
710104	J058	PARAGRAPHS/SUB-TASKS #'s: 3.3.1, 3.2.1, 3.3.2.3, 3.5.4.2 (OPN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710105	J058	PARAGRAPHS/SUB-TASKS #'s: 3.3.2.1, 3.3.2.2, 3.3.2.6 (OPN)					
710106	J058	PARAGRAPHS/SUB-TASKS #: 3.5.4.2 (OPN)					
710107	J058	3.5.4.1, 3.5.4.6, 3.5.4.8, 3.5.4.11 (OPN)					
710108	J058	3.5.4.1, 3.5.4.6, 3.5.4.8, 3.5.4.11 (OPN)					
710109	J058	INCREMENTAL FUNDING (OPN)					
710110	J058	INCREMENTAL FUNDING (OPN)					
710111	J058	INCREMENTAL FUNDING (OPN)					
710112	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS:3.5.3.5, 3.5.3.16 (OPN)					
7102	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN)		Lot			\$2,387,631.41
710201	J058	INCREMENTAL FUNDING (OPN)					
710202	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS:3.5.3.5, 3.5.3.16 (OPN)					
710203	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.2.1, 3.2.3, 3.5.3.1, 3.5.3.2, 3.5.3.3, 3.5.3.4, 3.5.3.5, 3.5.3.6, 3.5.3.7, 3.5.3.8, 3.5.3.9, 3.5.3.10, 3.5.3.11, 3.5.3.12, 3.5.3.3, 3.5.3.14, 3.5.3.15, 3.5.3.16, 3.5.3.17, 3.5.3.19 (OPN)					
710204	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS:3.4.2.11, 3.5.3.16, 3.5.3.18 (OPN)					
710205	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.5.3.3 and 3.5.3.4 (OPN)					
7103	J058	Key Management Engineering, Install, Training and Sustainment Services (RDT&E)		Lot			\$411,075.02
7104	J058	Key Management Engineering, Install, Training and Sustainment Services (SCN)		Lot			\$246,870.00
7200	J058	Key Management Engineering, Install, Training and Sustainment Services (O&MN,N)		Lot			\$1,757,211.26
720001	J058	ACRN:BR COST CODE:A00005458599 NWA/BS#:BS-001820.0201010301 (O&MN,N)					
720002	J058	ACRN:BS COST CODE:A10005458599 NWA/BS#:BS-001820.0201010205 (O&MN,N)					
720003	J058	ACRN:BT COST CODE:A20005458599 NWA/BS#:BS-001820.0201010306 (O&MN,N)					
720004	J058	ACRN CC: Labor for PWS PR: 1300840047 COST CODE: A30005523359 NWA/JON: BS-001820.0201010301 (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720005	J058	ACRN CD: Labor for PWS PR: 1300840047 COST CODE: A40005523359 NWA/JON: BS-001820.0201010306 (O&MN,N)					
720006	J058	ACRN: CZ PR: 1300853091 COST CODE: A00005609810 NWS/BS#: BS-001820.0201010205 (O&MN,N)					
720007	J058	ACRN: DA PR: 1300853091 COST CODE: A60005609810 NWS/BS#: BS-001820.0201010306 (O&MN,N)					
720008	J058	APPLICABLE PWS PARAGRAPHS/SUB TASKS: 3.4.2.2, 3.4.2.3, 3.4.2.4, 3.4.2.5, 3.4.2.11 PURCHASE REQUEST NUMBER: 1300859071 (O&MN,N)					
720009	J058	APPLICABLE PWS PARAGRAPHS/SUB TASKS: 3.5.4.8 PURCHASE REQUEST NUMBER: 1300859071 (O&MN,N)					
7201	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN)		Lot			\$3,313,763.00
720101	J058	ACRN:BU COST CODE:A30005458599 NWA/BS#:BS-001820.0301010104 (OPN)					
720102	J058	ACRN:BV COST CODE: A40005458599 NWA/BS#:BS- 001820.0301070202 (OPN)					
720103	J058	ACRN:BW COST CODE:A50005458599 NWA/BS#:BS- 001820.0301070102 (OPN)					
720104	J058	ACRN:BX COST CODE:A60005458599 NWA/BS#:BS-001820.0301070104 (OPN)					
720105	J058	ACRN CA: Labor for PWS PR: 1300840047 COST CODE: A10005523359 NWA/JON: BS-001820.0301010110 (OPN)					
720106	J058	ACRN CB: Labor for PWS PR: 1300840047 COST CODE: A20005523359 NWA/JON: BS-001820.0301070202 (OPN)					
720107	J058	ACRN CE: Labor for PWS PR: 1300840047 COST CODE: A50005523359 NWA/JON:BS- 001820.0301040117 (OPN)					
720108	J058	ACRN CF: Labor for PWS PR: 1300840047 COST CODE: A60005523359 NWA/JON: BS-001820.0301070104 (OPN)					
720109	J058	ACRN CG: Labor for PWS PR: 1300840047 COST CODE: A70005523359 NWA/JON: BS-001820.0301070102 (OPN)					
720110	J058	ACRN CH: Labor for PWS PR: 1300840047 COST CODE: A80005523359 NWA/JON: BS-001820.0301050104 (OPN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720111	J058	ACRN: CM PR: 1300853091 COST CODE: A10005609810 NWS/BS#: BS-001820.0301010102 (OPN)					
720112	J058	ACRN: CQ PR: 1300853091 COST CODE: A20005609810 NWS/BS#: BS-001820.0301010104 (OPN)					
720113	J058	ACRN: CR PR: 1300853091 COST CODE:: A30005609810 NWS/BS#: BS-001820.0301010106 (OPN)					
720114	J058	ACRN: CV PR: 1300853091 COST CODE:A50005609810 NWS/BS#: BS-001820.0301010110 (OPN)					
720115	J058	APPLICABLE PWS PARAGRAPHS/SUB TASKS: 3.5.4.1, 3.5.4.2, 3.5.4.6, 3.5.4.9, 3.5.4.10, 3.5.4.11 PURCHASE REQUEST NUMBER: 1300859071 (OPN)					
720116	J058	APPLICABLE PWS PARAGRAPHS/SUB TASKS: 3.5.2 PURCHASE REQUEST NUMBER: 1300859071 (OPN)					
7202	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN)		Lot			\$1,155,978.00
720201	J058	ACRN:BY COST CODE:A70005458599 NWA/BS#:BS-001820.0301010102 (OPN)					
720202	J058	ACRN CB: Labor for PWS PR: 1300840047 COST CODE: A20005523359 NWA/JON: BS-001820.0301070202 (OPN)					
720203	J058	ACRN: CT PR: 1300853091 COST CODE:A40005609810 NWS/BS#: BS-001820.0301010108 (OPN)					
7203	J058	Key Management Engineering, Install, Training and Sustainment Services (RDT&E)		Lot			\$210,000.00
720301	J058	ACRN BZ: Labor for PWS PR: 1300840047 COST CODE: A00005523359 NWA/JON: BS-001820.0101010209 (RDT&E)					
7204	J058	Key Management Engineering, Install, Training and Sustainment Services (SCN)		Lot			\$85,000.00
720401	J058	ACRN CJ: Labor for PWS PR: 1300841323 FUNDING DOC: N0042120WX00058 COST CODE: A00005531842 NWA/JON: BS-001820.0301050104 (SCN)					
7300	J058	Key Management Engineering, Install, Training and Sustainment Services (O&MN,N) Option		Lot			\$1,424,675.00
7301	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN) Option		Lot			\$3,174,348.00



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7302	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN) Option		Lot			\$1,184,364.00
7303	J058	Key Management Engineering, Install, Training and Sustainment Services (RDT&E) Option		Lot			\$567,938.00
7304	J058	Key Management Engineering, Install, Training and Sustainment Services (SCN) Option		Lot			\$257,820.00
7400	J058	Key Management Engineering, Install, Training and Sustainment Services (O&MN,N) Option		Lot			\$332,104.60
7401	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN) Option		Lot			\$2,967,203.00
7402	J058	Key Management Engineering, Install, Training and Sustainment Services (OPN) Option		Lot			\$1,281,546.00
7403	J058	Key Management Engineering, Install, Training and Sustainment Services (RDT&E) Option		Lot			\$581,996.00
7404	J058	Key Management Engineering, Install, Training and Sustainment Services (SCN) Option		Lot			\$264,209.00

## Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	J058	ODC in support of CLIN 7000 (O&MN,N)			
9001	5810	ODC in support of CLIN 7001 (OPN)			
900101	5810	ACRN: AA PR: 1300694114 COST CODE: A00004378027 CIN: 130069411800002 NWA/BS: BS-001817.03010 (OPN)			
900102	5810	ACRN: AB PR: 1300694118 COST CODE: A10004378027 CIN: 130069411800009 NWA/BS: BS-001818.03010; (1300864746 DEOB mod -\$11,840.00) (OPN)			
900103	5810	ACRN: AE PR: 1300694118 COST CODE: A40004378027 CIN: 130069411800010 NWA/BS: BS-001818.03010 (1300864746 DEOB mod -\$223) (OPN)			
900104	5810	ACRN:AL Cost Code: A00004496846 CIN# 130070952700002 NWA/BS# BS-001818.0301070101; (1300864746 DEOB mod -\$280.00) (OPN)			

Item	PSC	Supplies/Services	Qty Unit	Est. Cost
900105	5810	ACNR:AU Cost Code:A10004612157 CIN#130072815800003; (OPN)		
900106	5810	ACNR:AU Cost Code:A10004612157 CIN#130072815800003; (1300864746 DEOB mod -\$5,228.00) (OPN)		
9002	J058	ODC in support of CLIN 7002 (OPN)		
900201	J058	PWS/Subtask Para #(s) 3.4.2.11, 3.5.3.16, 3.5.3.18 - CRYPTO SOVT TRAVEL (OPN)		
900202	J058	ACRN: AW PR: 1300751960 COST CODE: A00004789615 CIN: 130075196000002 NWA/BS: BS-001817.0301070120; (DEOB 1300864746, -\$11,200.00) (OPN)		
9003	J058	ODC in support of CLIN 7003 (RDT&E)		
9004	N058	ODC in support of CLIN 7004 (SCN)		
900401	N058	ACRN: AH PR: 1300694371 COST CODE: A00004378179 CIN: 130069437100002 NWA/BS: 100001256140.00 (SCN)		
9100	J058	ODC in support of CLIN 7100 (O&MN,N)		
910001	J058	PWS/Subtask Para # 3.4.2.3 (O&MN,N)		
9101	J058	ODC in support of CLIN 7101 (OPN)		
910101	J058	PARAGRAPHS/SUB-TASKS #'s: 3.3.3.1, 3.3.3.7, 3.4.1 (DEOB MOD; PR 1300864746 -\$850) (OPN)		
910102	J058	PARAGRAPHS/SUB-TASKS #: 3.5.2; (DEOB MOD; PR 1300864746 -\$1,475.00) (OPN)		
910103	J058	PARAGRAPHS/SUB-TASKS #'s: 3.3.2.1, 3.5.4.2; (DEOB MOD; PR 1300864746 -\$250) (OPN)		
910104	J058	PARAGRAPHS/SUB-TASKS #'s: 3.3.2.1, 3.3.2.2, 3.3.2.6 (OPN)		
910105	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.5.4.7, 3.3.2.1; (DEOB MOD; PR 1300864746 -\$1,400) (OPN)		
910106	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.5.4.7, 3.3.2.1; (DEOB MOD; PR 1300864746 -\$2505) (OPN)		
910107	J058	INCREMENTAL FUNDING ; (DEOB MOD; PR 1300864746 -\$330) (OPN)		
9102	J058	ODC in support of CLIN 7102 (OPN)		
910201	J058	INCREMENTAL FUNDING; (DEOB MOD; PR 1300864746, -\$2,000) (OPN)		
910202	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.5.3.5, 3.5.3.16; (DEOB MOD; PR 1300864746, -\$42,000.00) (OPN)		
910203	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.5.3.1, 3.5.3.2, 3.5.3.3, 3.5.3.4, 3.5.3.5, 3.5.3.6,		

Item	PSC	Supplies/Services	Qty Unit	Est. Cost
		3.5.3.7, 3.5.3.8, 3.5.3.9, 3.5.3.10, 3.5.3.11, 3.5.3.12, 3.5.3.3, 3.5.3.14, 3.5.3.15, 3.5.3.16, 3.5.3.17, 3.5.3.19 (OPN)		
910204	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.4.2.11, 3.5.3.16, 3.5.3.18; (DEOB MOD; PR 1300864746, -\$3,600) (OPN)		
910205	J058	APPLICABLE PWS PARAGRAPHS/SUB-TASKS: 3.5.3.3 and 3.5.3.4 (OPN)		
9103	J058	ODC in support of CLIN 7103 (RDT&E)		
9104	J058	ODC in support of CLIN 7104 (SCN)		
9200	J058	ODC in support of CLIN 7200 (O&MN,N)		
920001	J058	ACRN: CU PR: 1300853091 COST CODE: A60005609810 NWS/BS#: BS-001820.0201010205 (O&MN,N)		
920002	J058	ACRN: CZ PR: 1300853091 COST CODE: A00005609810 NWS/BS#: BS-001820.0201010205 (O&MN,N)		
9201	J058	ODC in support of CLIN 7201 (OPN)		
920101	J058	ACRN:BW COST CODE:A50005458599 NWA/BS#:BS- 001820.0301070102 (OPN)		
920102	J058	ACRN CA: ODCs PR: 1300840047 COST CODE: A10005523359 NWA/JON: BS-001820.0301010110 (OPN)		
920103	J058	ACRN CB: ODCs PR: 1300840047 COST CODE: A20005523359 NWA/JON: BS-001820.0301070202 (OPN)		
920104	J058	ACRN CE: ODCs PR: 1300840047 COST CODE: A50005523359 NWA/JON: BS-001820.0301040117 (OPN)		
920105	J058	ACRN: CR PR: 1300853091 COST CODE: A30005609810 NWS/BS#: BS-001820.0301010106 (OPN)		
920106	J058	ACRN: CV PR: 1300853091 COST CODE:A50005609810 NWS/BS#: BS-001820.0301010110 (OPN)		
9202	J058	ODC in support of CLIN 7202 (OPN)		
920201	J058	ACRN:BY COST CODE:A70005458599 NWA/BS#:BS-001820.0301010102 (OPN)		
920202	J058	ACRN CB: ODCs PR: 1300840047 COST CODE: A20005523359 NWA/JON: BS-001820.0301070202 (OPN)		
920203	J058	ACRN: CU PR: 1300853091 COST CODE:A40005609810 NWS/BS#: BS-001820.0301010108 (OPN)		
9203	J058	ODC in support of CLIN 7203 (RDT&E)		

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920301	J058	ACRN BZ: ODCs PR: 1300840047 COST CODE: A00005523359 NWA/JON: BS-001820.0101010209 (RDT&E)			
9204	J058	ODC in support of CLIN 7204 (SCN)			
920401	J058	ACRN CK: ODCs PR: 1300841323 FUNDING DOC: N0042120WX00058 COST CODE: A00005531842 NWA/JON: 100001527060 0010 (SCN)			
9300	J058	ODC in support of CLIN 7300 (O&MN,N) Option			
9301	J058	ODC in support of CLIN 7301 (OPN) Option			
9302	J058	ODC in support of CLIN 7302 (OPN) Option			
9303	J058	ODC in support of CLIN 7303 (RDT&E) Option			
9304	J058	ODC in support of CLIN 7304 (SCN) Option			
9400	J058	ODC in support of CLIN 7400 (O&MN,N) Option			
9401	J058	ODC in support of CLIN 7401 (OPN) Option			
9402	J058	ODC in support of CLIN 7402 (OPN) Option			
9403	J058	ODC in support of CLIN 7403 (RDT&E) Option			
9404	J058	ODC in support of CLIN 7404 (SCN) Option			

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled “FIXED FEE” (FAR 52.216-8) or “INCENTIVE FEE”, (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled “ALLOWABLE COST AND PAYMENT” (FAR 52.216-7), subject to the withholding terms and conditions of the “FIXED FEE” or “INCENTIVE FEE” clause, as applicable, and shall be paid fee at the hourly rate(s) specified in the table below per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

Year	CLIN	Fixed Fee	Hours	Fee Per Direct Labor Hour
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Base Year	7000			
Base Year	7001			
Base Year	7002			
Base Year	7003			
Base Year	7004			
Option Year 1	7100			
Option Year 1	7101			
Option Year 1	7102			
Option Year 1	7103			
Option Year 1	7104			
Option Year 2	7200			
Option Year 2	7201			
Option Year 2	7202			
Option Year 2	7203			
Option Year 2	7204			
Option Year 3	7300			
Option Year 3	7301			
Option Year 3	7302			
Option Year 3	7303			
Option Year 3	7304			
Option Year 4	7400			
Option Year 4	7401			
Option Year 4	7402			
Option Year 4	7403			
Option Year 4	7404			

(End of Text)

# Section C - Description/Specifications/Statement of Work

## SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

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

**Short Title:** Crypto and Key Management Engineering, Install, Training, SCN implementation and ISEA Services

### 1.0 PURPOSE

#### 1.1 BACKGROUND

The SPAWARSYSCEN Atlantic Crypto and Key Management IPT's mission is to provide the war fighter with knowledge superiority by developing, delivering, and maintaining effective, capable and integrated command, control, communications, computer, intelligence, surveillance and reconnaissance systems (C4I). The IPT provides support services for the Key Management Infrastructure (KMI) program, Public Key Infrastructure (PKI) program and Cryptographic modernization. The Crypto and Key Management IPT supports system engineering, test and evaluation, installation, integration assembly and test, initial training, and ISEA support to Navy, USMC, and USCG in support SPAWAR Systems Command (SPAWARSYSCOM) PEO C4I.

Key Management Infrastructure (KMI) is intended to replace the legacy Electronic Key Management System (EKMS) to provide a means for securely ordering, generating, producing, distributing, managing, and auditing cryptographic products (e.g., asymmetric keys, symmetric keys, manual cryptographic systems, and cryptographic applications). KMI combines substantial custom software and hardware development with commercial off-the-shelf computer components. The custom hardware includes an Advanced Key Processor for autonomous cryptographic key generation and a Type 1 user token for role-based user authentication. The Commercial Off-The-Shelf (COTS) components providing user operations include a client host computer, High Assurance Internet Protocol Encryptor (KG-250), monitor, keyboard, mouse, printer, and barcode scanner. Combatant Commands, Services, Department of Defense (DoD) agencies, other Federal Government agencies, coalition partners, and allies will use KMI to provide secure and interoperable cryptographic key generation, distribution, and management capabilities to support mission-critical systems, the Global Information Grid, and initiatives such as Cryptographic Modernization. Service members will use KMI cryptographic products and services to enable security services (confidentiality, non-repudiation, authentication, and source authentication) for diverse systems such as Identification Friend or Foe, (IFF), Global Positioning System, (GPS), Advanced Extremely High Frequency Satellite System, and Warfighter Information Network – Tactical. KMI Spiral 1 consisted of the core nodes that provided web operations at a single site operated by the National Security Agency (NSA), as well as individual client nodes distributed globally to provide secure key and software provisioning services for the DoD, intelligence community, and agencies. Spiral 2 will provide improved capability through software enhancements to the Spiral 1 baseline.

Public Key Infrastructure (PKI) refers to the framework and services that provide for the generation, production, distribution, control and accounting of public key certificates, and provides that critically needed support to application providing confidentiality and authentication of network transactions as well as data integrity and non-repudiation. These services permit individuals to both digitally sign and encrypt e-mail messages for transmission over SIPRNET or NIPRNET to provide secure communications.

Crypto support includes Navy's modernization of several cryptographic devices. The efforts contained in the PWS shall support algorithm modernization, integration support, installation support, test and evaluation of new devices in support of PMW 130.

The Navy's Cryptographic Modernization Program supports the Navy Nuclear Command and Control Modernization, Cryptographic WALBURN (e.g. KG 94/194, KIV 19, etc) and SAVILLE (KG 84A/C, KIV 7, etc) replacements to the Link Encryptor Family (LEF) KIV-7M device; the KG-45 replacement to KG-45A, KL-51 upgrade to the AN/PYQ-20(V), KW-46 and Secure Voice Developments. In addition to modernization efforts a longer term focus is to eliminate Navy-Unique devices, transition to Joint devices and the Crypto Modernization Road Map.

### 1.2 SCOPE

This PWS supports Space and Naval Warfare Systems Center Atlantic (SPAWARSYSCEN Atlantic) systems engineering, technical support, test and evaluation, training, installation, sustainment and security engineering of the Department of the Navy (DoN) KMI, Crypto & PKI programs in support of Program Executive Office (PEO) Command, Control, Communications, Computers and Intelligence (C4I) PMW 130. This order will support the completion of KMI Spiral 2 and capability increment 3 development and deployment, Cryptographic modernization, and PKI token development and deployment. This task order will support the efforts required to support the development and deployment for the programs contained in the Crypto and Key Management IPT. For planning purposes the government will task the contractor to perform approximately 90 and up to 125 installs in the Base and subsequent Option Years. The total United States Navy (USN) user base for KMI is approximately 512 accounts including USN, United

States Marine Corps (USMC), and United States Coast Guard (USCG).

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

NOTE: Work will not be performed in Afghanistan.

## 2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

All work shall be accomplished using the best commercial practices and current acceptable industry standards. In accordance with Defense Acquisition Policy changes, maximum utilization of non-government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the task order.

## 2.1 REQUIRED DOCUMENTS

The following instructional documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

	Document Number	Title
a.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPO) dtd 28 Feb 06
b.	DoDI 5220.22	DoD Instruction – National Industrial Security Program dtd 18 Mar 11
c.	DoD 5200.2-R	DoD Regulation – Personnel Security Program dtd Jan 87
d.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
e.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
f.	DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
g.	DoDI 8500.01	DoD Instruction – Cybersecurity dtd 14 Mar 14
h.	DoDI 8510.01	DoD Instruction – Risk Management Framework (RMF) for DoD Information Technology (IT) dtd 12 Mar 14
i.	DoDD 8140.01	DoD Directive – Cyberspace Workforce Management dtd 11 Aug 15
j.	DoD 8570.01-M	Information Assurance Workforce Improvement Program with Change 4 dtd 10 Nov 15
k.	SECNAV M-5239.2	DON Information Assurance Workforce Management Manual dtd May 2009
l.	SECNAV M-5510.30	Secretary of the Navy Manual – DoN Personnel Security Program dtd Jun 2006
m.	SECNAVINST 4440.34	Secretary of the Navy Instruction – Implementation of Item Unique Identification within the DoN, dtd 22 Dec 09
n.	SECNAVINST 5239.3B	DoN Information Assurance Policy, 17 Jun 09
o.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
p.	SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
q.	SPAWARINST 4440.12	Management of Operating Materials and Supplies (OM&S), Government Furnished Property (GFP), Contractor Acquired Property (CAP), Property, Plant and Equipment (PP&E), and Inventory
r.	SPAWARINST 4720.1A	SPAWAR Modernization and Installation Policy
s.	SPAWARINST 5721.1B	SPAWAR Section 508 Implementation Policy, 17 Nov 09
t.	NAVSUP P-723	Navy Inventory Integrity Procedures, April 2012
u.	NIST SP 800-Series	National Institute of Standards and Technology Special Publications 800 Series – Computer Security Policies, Procedures, and Guidelines
v.	COMUSFLTFORCOM/COMPACFLTINST 6320.3A	Commander US Fleet Forces Command/Commander US Pacific Fleet Instruction, Medical Screening For US Govt Civilian Employees, Contractor Personnel, and Guests prior to embarking Fleet Units, of 7 May 13
w.	EKMS-1B	Electronic Key Ma policies and procedure for Navy EKMS Tier 2 & 3 including all Supplements
x.	DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
y.	CNSSI No. 1300	Committee of National Security Systems Certificate Policy



y.	Version 8	National Security System Public Key Infrastructure Department of Defense Registration Practice Statement
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## 2.2 GUIDANCE DOCUMENTS

The following documents are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

	Document Number	Title
a.	MIL-HDBK-61A	Configuration Management
b.	MIL-STD-130N	DoD Standard Practice – Identification Marking of US Military Property
c.	MIL-STD-881C	Work Breakdown Structure for Defense Materiel Items
d.	MIL-STD-1916	DoD Test Method Standard – DoD Preferred Methods for Acceptance Of Product
e.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS), of 20 Dec10
f.	DoDI 4161.02	DoD Instruction – Accountability and Management of Government Contract Property, 27 Apr 2012
g.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
h.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
i.	ISO 9001 (ANSI/ASQ Q9001)	International Organization for Standardization (American National Standard Institute/American Society for Quality) – Quality Management Systems, Requirements
j.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
i.	ISO/IEC 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
j.	IEEE Std 12207-2008	Systems and Software Engineering – Software Life Cycle Processes
k.	ANSI/EIA-748A	America National Standards Institute/Electronic Industries Alliance Standard – Earned Value Management (EVM) Systems
l.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, 27 August 2004
m.	DoDM-1000.13-M-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle dtd 23 Jan 14
n.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
o.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
p.	N/A	SSC Atlantic Contractor Checkin portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin</a>
q.	N/A	SSC Atlantic OCONUS Travel Guide portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide</a>
r.	SPAWARSYSCENLANTINST 12910.1A	Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09
s.	NAVSEA Technical Specification 9090-310G	Alterations To Ships Accomplished By Alteration Installation Teams, 12 February 2015
t.	EE015-TS-INM-010	Organizational, Intermediate and Depot Level for Installation and Mounting Shelves
u.	EE180-Q1-QRG-010 -- NSN: 0913-LP-113-3540 Revision 01	Quick Reference Guide For The KW-46M Legacy / Modern Personalities
v.	EE180-SA-OPI-010 -- NSN: 0913-LP-112-6838 Original	KIV-7M Setup And Operation Supplement For The KW-46 Legacy / KW-46 Modern Personalities
w.	EE180-Q3-IMC-010 -- NSN: 0913-LP-112-7443 Revision 01	KIV-7M Release 2.6 Cryptographic Device; Installation, Configuration, And Operation Instructions
x.	COMPAWAR M-4720.1	Shore Installation Process Handbook (SIPH) Version 3.0
y.	COMSPAWAR M-3084.1	System Operational Verification Test (SOVT) Preparation and Execution Guide (SPEG) for Ship, Shore, & Submarine Installations Version 1.4
z.	NAVSEA TS 9090-310	NAVSEA Technical Specification – Alterations to Ship Accomplished by Alteration Installation Teams

## 2.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents. Specifications and commercial/industrial documents may be obtained from the following sources:

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

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

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

### **3.0 PERFORMANCE REQUIREMENTS**

The following paragraphs list all required support tasks that shall be required throughout the TO life. The contractor shall provide necessary resources and knowledge to support the listed tasks within 30 days of award. Specific objectives shall be dependent on the basic contract and the TO written against the basic contract. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

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

#### **3.1. RELEVANT EXPERIENCE**

##### **3.1.1 Systems and Equipment**

The contractor shall provide functional and technical expertise in supporting KMI training, integration, technical support, and installation. Efforts outlined in this PWS require some of the contractor personnel to possess the required baseline NAVY or NSA KMI Operational Account Manager (KOAM) training to support the below KMI equipment requirements. Such systems include, at a minimum:

- a. Client Platform Administrator (CPA)
- b. Client Platform Security Officer (CPSO)
- c. Device Registration Manager (DRM)
- d. Personnel Local Type 1 Registration Authority (PLT1RA)
- e. Device Local Type 1 Registration Authority (DLT1RA)

##### **3.1.2 Programs and Initiatives**

The contractor shall demonstrate expertise in supporting and complying with DoN and DoD enterprise initiatives. The contractor shall demonstrate expertise supporting Crypto and Key Management training, integration, and installation. Efforts outlined in this PWS require the contractor to possess and demonstrate the required baseline training and capability to support the below Crypto and Key Management program requirements. Such programs requirements and initiatives include, at a minimum:

- a. Capability and expertise to support EKMS to KMI transitions
- b. Capability and expertise to support KMI user training
- c. Capability and expertise to support Key Management technical support
- d. Capability and expertise to support KIV 7M installations, and ISEA support
- e. Capability and expertise to support PKI LRA functions

#### **3.2. PROGRAM MANAGEMENT**

The contractor shall support the government project manager providing support at the sponsor level. Such support involves oversight and development of documentation and personnel to satisfy the project requirements.

##### **3.2.1 Program Support**

The contractor shall work closely with the government project manager and support the needs of the program at the sponsor level. As directed in task orders, coordination of meetings, preparing budget drills, developing agenda items, attending at high-level meetings, generating minutes, and tracking action items may be required. Other support may require a contractor to recommend policies, doctrine, tactics, and procedures at the Federal, State, and Local level given their past expert opinion or using analysis of actual outcomes. Provide technical writing support for technical documentation and templates to include publications for technical data packages, systems engineering processes, block diagrams, flow charts, Naval message drafts,

website maintenance, standard operating procedures in support of Crypto and Key Management requirements. Program support may require significant coordination and interface with various DOD and non-DOD activities located in and out of CONUS.

### 3.2.2 Program Support Documentation

The contractor shall provide program management services to include the creation of Program Management Plans (PMP), (CDRL A001). This shall include assessment of Crypto and Key Management engineering process for efficiencies and lessons learned to meet SSC Atlantic Continuous Process Improvement (CPI) initiatives. The contractor shall develop all of the following sections of a program management plan:

- a. Program Charters/Reviews
- b. Work Breakdown Structures/processes
- c. Risk Management Plans
- d. Roles and Responsibility matrices
- e. Quality Plans
- f. Meeting Agenda and Minutes
- g. Plans of Action and Milestone
- h. Cost Estimation
- i. Lessons Learned

Additionally the contractor shall assist in the development of schedules and tracking associated with program management support to include cost and performance tracking. The contractor shall track cost, schedule and performance on projects and report in the Monthly Task Order Status Report (TOSR) (CDRL A013). The contractor shall provide program support for recording technical meeting minutes and generation of meeting agendas (CDRL A001); and provide support in preparation of spend plans. The contractor shall manage risk for the Crypto and Key Management IPT in support of all task performed under the task order.

### 3.2.3 General Program Management Support (BS-001818.0201010313)

The contractor shall support and facilitate various meetings, teleconferences and provide minutes of meetings, agenda, briefs, and schedule of tracking action items (CDRL A001).

## 3.3. SYSTEMS ENGINEERING SUPPORT

### 3.3.1 Security Engineering

Security engineering includes efforts associated with the certification, accreditation, and approval of Key Management products. This support includes the Electronic Key Management System (EKMS), Key Management Infrastructure (KMI), COMSEC Material Work Station (CMWS), iApp application, and Common Tier 1. The contractor shall ensure that all Key Management baselines achieve Accreditation (Authority to Operate (ATO)) by completing the Accreditation package and conducting the collaboration per reference h. The contractor shall develop and test and issue CMWS and EKMS Information Assurance Vulnerability Management (IAVA/M) Patches. The contractor shall track delivery and implementation of CMWS and EKMS IAVA/M Patches. The contractor shall track delivery and implementation of NSA issued IAVA/M's for KMI with the Department of the Navy KMI Accounts approved and required IAVA/Ms are implemented and reported in accordance with Navy Policy.

3.3.1.1 The contractor shall conduct system scans of Crypto and Key Management systems with the approved DoD scanning tools and mitigate system risks to achieve system accreditation. (CDRL A002)

3.3.1.2 The contractor shall ensure all Crypto and Key Management software components are placed under configuration control and approved in the Department of Navy Application and Database Management System (DADMS) database. DADMS system is used as a repository of certification and accreditation (C&A) status of all associated assets.

3.3.1.3 The contractor shall register Crypto and Key Management systems in Department of Defense Information technology portfolio repository (DITPR-DoN) is support of platform accreditation.

3.3.1.4 The contractor shall evaluate IAVA/Ms to determine applicability to Crypto and Key Management systems and conduct integration testing to ensure proper implementation and system functionality.

3.3.1.5 The contractor shall maintain system baselines and provide configuration management support for Crypto and Key Management systems.

3.3.1.6 The contractor shall provide a POA&M for all security engineering efforts for Key Management systems (CDRL A002).

3.3.1.7 The contractor shall document various C4I Systems settings and interfaces to validate the required Crypto and Key Management software and firmware baselines and provide technical reports (CDRL A002) (BS-001818.0301050101)

### 3.3.2 Test and Evaluation (BS-001818.0301060207); (BS-001818.0301060209);

Test and evaluation includes supporting formal and informal test and evaluation of Crypto and Key Management products. This support includes supporting system Developmental Testing (DT), regression testing, Operational Assessments (OA), Initial Operational Test and Evaluation (IOT&E), and Limited User Testing (LUT) in support of baseline deployment and system fielding.

3.3.2.1 The Contractor shall prepare reports, plans, summaries and/or briefings (CDRL A002) in support of Crypto and Key Management test events.

3.3.2.2 The contractor shall participate in TEST and Evaluation (T&E) Working Integrated Product Team (WIPT) meetings.

3.3.2.3 The contractor shall review Crypto and Key Management capability deliveries against Capability Developments Documents (CDD) and Capability Production Documents (CPD) to ensure system performance is in scope with Key Performance Parameters (KPP).

3.3.2.4 The contractor shall support the prioritization of Crypto and Key Management capabilities in support of DoN Performance requirements.

3.3.2.5 The contractor shall provide input during capability reviews in support the identification of software components which do not support the desired developmental outcome. (CDRL A006)

3.3.2.6 The contractor shall be able to support the engineering effort required to prepare and assure that the detailed technical data documentation that is necessary to support system development reflects the latest design, configuration, integration, and installation concepts. Technical documentation shall be in a form of paper, electronic (digital) or interactive computer systems. (CDRL A002)

### 3.3.3 Software Engineering

Software engineering includes the design, development, and documentation of software to support a specific government requirement. Utilization of certified software and computer personnel shall be required. The contractor (prime and/or subcontractor) that is responsible for leading software development efforts shall define a software development approach appropriate for the computer software effort to be performed under each task. The approach shall be documented in a Software Development Plan (SDP) (CDRL A003). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort. One SDP shall be developed to support the unique software requirements for each task order/project. As required, the government will identify specific SDP project requirements at the task order level. At a minimum, the SDP shall meet the criteria specified in the CDRL DD1423 using IEEE Std 12207-2008.

3.3.3.1 The contractor shall support the development of Crypto and Key Management Policy interactive courseware.

3.3.3.2 The contractor shall provide software engineering support for the development of Crypto and Key Management products.

3.3.3.3 The contractor shall develop a software development plan and conduct developmental efforts in accordance with stated plan.

3.3.3.4 The contractor shall develop a development schedule for all development projects assigned under this task order. The development schedule shall be documented in a Programmers Guide (CDRL A010).

3.3.3.5 The contractor shall develop an integrated test scheduled to support the testing of developmental projects assigned under this task order.

3.3.3.6 The contractor shall provide developmental updates to previously developed Crypto and Key Management software products.

3.3.3.7 The contractor shall develop interactive Black Key Training for Crypto and Key Management users.

### 3.3.4 Cybersecurity/Information Assurance

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

#### 3.3.4.1 Cybersecurity Personnel

(a) In accordance with DFAR clause 252.239-7001, DoDD 8570.01 and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking requirements as cited in DoD 8570.01-M prior to accessing DoD information systems.

(b) The contractor shall be responsible for tracking and reporting cybersecurity personnel, also known as Cyber Security Workforce (CSWF). See PWS Para 5.2.1.4 for CSWF Report (CDRL A015) requirements. Although the minimum frequency of reporting is monthly, the task order can require additional updates at any time.

#### 3.3.4.2 Design Changes

Any equipment/system installed or integrated into Navy platform shall meet the cybersecurity requirements as specified under DoDI 8500.01.

### 3.4. TECHNICAL SUPPORT

#### 3.4.1 Initial Training and Formal Training Support (BS-001818.0301060203)

Initial training supports providing training support to the Crypto and Key Management community in support of new crypto and key management capabilities. Formal training support includes the development of required documentation to implement Crypto and Key Management products in formal Naval schoolhouses.

3.4.1.1 The contractor shall support the development of the Navy Training System Plan (NTSP)

3.4.1.2 The contractor shall support the development of Crypto and Key Management course curriculums.

This requires the development of Course Master Schedules (CMS) (CDRL A009), Course outlines (CDRL A009), Course Training Task lists (CTTL) (CDRL A009), Training course control document (TCCD) (CDRL A009), Training project plan (TPP) (CDRL A009), Performance qualification standards (PQS) (CDRL A009), Training System Installation Plans (TSIP) (CDRL A009) in support of training implementation (CDRL A009)

3.4.1.3 The contractor shall develop specific tailored DoN Lessons which support naval policy and procedures. (CDRL A009)

3.4.1.4 The contractor shall develop instructor and operator guides which provide a detailed breakdown of training material. (CDRL A009)

3.4.1.5 The contractor shall conduct train the trainer in support of Crypto and Key Management formal schoolhouse implementation

3.4.1.6 The contractor support Crypto and KMI course validation and verification (V&V) upon service delivery.

3.4.1.7 The contractor shall provide personnel specifically experienced in Crypto and Key Management KMI training to support schoolhouse instruction.

3.4.1.8 The contractor shall provide personnel to support the mobile training capability of the Crypto and EKMS systems and subsystems.

#### 3.4.2 Help Desk and User Support

Help Desk and User support is composed of subject matter experts that are familiar with the ins and outs of a Crypto and Key Management. With this knowledge, they are able to troubleshoot most problems that a user experiences. Technical support may be provided over the phone, through email, or with a live-chat interface. The contractor shall provide personnel experienced in Crypto and Key management equipment, processes, and software applications required knowledge and previous support of the following devices is required Advanced Key Processor (AKP), KG- 250, MGC, KMI Human Machine Interface (HMI) software, Key management tier 3 fill devices, Alternate tokens, SIPR tokens, Common Access Cards (CAC), KIV 7M, PYQ 20 and other Crypto devices in support of crypto modernization. The contractor shall use the REMEDY data base for entry and updating of tickets and provide Service Desk Status Reports including trend analysis reports (CDRL A006).

3.4.2.1 The contractor shall provide personnel experienced in Crypto and Key management equipment, processes, and software applications.

3.4.2.2 The contractor shall input all support tickets into the approved remedy Navy distance support tool.

3.4.2.3 The contractor shall develop troubleshooting guides in support of common user problems.(BS-00181.0201010201)

3.4.2.4 The contractor shall develop trend analysis in support of ticket data obtained by technical support provided to the key management user community.

3.4.2.5 The contractor shall provide resolution, tracking, and response to CASREPs for key management products

3.4.2.6 The contractor shall appropriately report discrepancy reports (DR) and change request (CR) to the NSA via HPSM.

3.4.2.7 The contractor shall participate in Crypto and Key Management configuration control board (CCB) meetings and assist in the categorization of system failures and design flaws using Service Desk Status Reports including trend analysis reports (CDRL A006)

3.4.2.8 The contractor shall support General Systems Testing (GST) to support the implementation of Crypto and Key Management maintenance releases.

3.4.2.9 The contractor shall assist in tracking the IAVAM (Information Assurance Vulnerability Alert/Management) implementation for Crypto and Key Management products.

3.4.2.10 The contractor shall support the delivery and replacement of operationally defective and Crypto and Key Management equipment including shipment of equipment. In coordinating replacement of defective items, the contractor shall prepare and submit Warranty Tracking and Administration

for Serialized Item Report (CDRL A005).

3.4.2.11 The Contractor shall provide technical remote and on-site assistance directly for CASREP and trouble ticket resolution, fault analysis, testing, and/or repair of various Crypto and Key Management and related installed systems and equipment. Support the restoration of units to operational status. The Contractor shall be prepared to commence travel for onsite assistance within 24 hours of notification. These personnel shall be technically knowledgeable and capable of analyzing system problems and implementing corrective actions without direct assistance or support from SSC Atlantic personnel if and when required. Technical assistance may also involve collecting additional information for SSC Atlantic, such as design, operation and equipment conditions, training and skill levels of site operators, engineering change status, initial calibration, recalibration, and maintenance problems. The Contractor shall report findings, analysis results and corrective action taken associated with technical assistance provided, using the Government provided database/format/workspace.  
(BS-001818.0201010313)

### 3.5. SYSTEM IMPLEMENTATION

#### 3.5.1 Site Surveys, Analysis, Ship Checks, and Reports (BS-00181.0301070101)

The Contractor shall support the implementation of Crypto and Key Management products. This support will employ a wide array of task supporting the implementation of Crypto and Key Management products across the DoN and USCG. Implementation support will consist of providing SSC-Atlantic with the capability to conduct installations, site surveys, equipment integration, system operational verification test, technical assistance. Personnel supporting the deployment of KMI require prerequisite training; the contractor shall demonstrate the current existing capability to provide personnel who meet the minimum training qualifications to support KMI deployment. The Contractor must be capable of gathering all pertinent environmental, engineering, configuration and design information relevant to site conditions, analyzing the collected data, performing necessary calculations to make technical recommendations, and preparing technical reports and documentation (such as Site Survey Report) for a specific installation (CDRL A007). The government will task the contractor to support installation design for all installations.

#### 3.5.2 Installation Design (development BESEPs, IDP, SIDs etc.) (BS-001818.0301070201) *BS-00181.0301070101*

The Contractor shall develop various technical requirements, specification, and drawing documents to support installation design. Cost effectiveness, reduction of risks, constraints, and schedules shall be considered. All documentation shall be prepared using government-provided information, as necessary, and formatting it into prescribed government structure corresponding to the requiring agency, Department of Defense (DoD) and Navy instructions, standards, and specifications. Some of the particular documentation requirements are the following, but not limited to:

3.5.2.1 Installation planning and design documents provide the detailed plan for system design, integration, and installation. They include installation design, system interfaces, roles and responsibilities, and establishes an agreement with the site for the work to be performed. These documents will vary depending on the system, integration and site complexity and the users' requirements.

(a) In some areas of the Navy, the Base Electronics System Engineering Plan (BESEP) is the basis or preliminary technical reference governing installations of electronics facilities or portions of the facilities. The BESEP normally includes a listing of components to be installed, shows preliminary design of the installation, describes the functions and required interface with existing or planned systems, and when finished provides an authoritative engineering plan and major equipment/material list necessary for determining final design specifications. The Contractor shall develop the BESEP in accordance with Navy standard and Combat ID Systems Policy and Procedures for Base Electronic Systems Engineering Plans (BESEP) and Facility Requirements Supplement (FRS) (CDRL A007)

(b) The Installation Design Package (IDP). (CDRL A008) is the drawing package detailing the proposed installation, which includes fabrication details, moving of equipment, integration, and all materials provided by Contractor and government. IDPs are based upon approved, final BESEPs and guidance documents that utilize good engineering practices and state-of-the-art techniques. Drawings, data and other work products shall be completely and thoroughly checked and reviewed by the Contractor for technical accuracy and completeness, within the provisions of each TO issued against the contract to such an extent that checking and a detailed review by SSC Atlantic will not be necessary. The Contractor shall provide five copies of the IDP for use during installation. Two sets will be working copies; one for the lead installation Contractor, and one for the Government Project Engineer. The remaining three copies will be updated with the consolidated red-line corrections and updates.

3.5.2.2 The contractor shall establish an installation coordination team that will assist with the resolution of installation prerequisites.

- (a) KMI Role Identification
- (b) KMI form development support
- (c) Network CLIN ordering support
- (d) Network Port exception support
- (e) Site training quota management
- (f) Site 8570 requirements
- (g) T2T pre-transition script
- (h) Database discrepancy resolution

- (i) RFC submission
- (j) Site Key ordering support
- (k) Patch Panel/Switch Labeling

### 3.5.3 Installation (BS-001818.0301070103):(BS-001818.0301010104)

The contractor shall support the physical installation and delivery of Crypto and Key Management products. This support will consist of providing EKMS to KMI transitions, KMI installations, KMI Upgrades, EKMS installations, Intermediary Application (iApp) installations, Crypto devices, NCVI and new ship and ship conversion (SCN) support for Crypto and Key Management. The contractor shall provide subject matter experts to support delivery of Crypto and Key Management products. For planning purposes the government will task the contractor to perform approximately 90 and up to 150 installs in each or the Base and Option Year. The total USN user base for Crypto and Key Management user footprint is approximately 512 COMSEC accounts including USN, USMC, USCG and MSC afloat and ashore.

The Contractor shall perform the following installation planning functions:

- 3.5.3.1 Identify the key technical requirements.
- 3.5.3.2 Recommend the best approach for performing the installation.
- 3.5.3.3 Identify the various support elements required to complete the installation.
- 3.5.3.4 Develop the best procedures for end-to-end installation. When required, drafting support shall be required to support the documentation.
- 3.5.3.5 Provide a detailed milestone schedule for all installation contained within the SSC Atlantic fielding plan for Crypto and Key Management products in support of all active installations. (CDRL A007)
- 3.5.3.6 Determine interfaces required with installation site personnel including planning, staging of equipment, site access, coordination of daily installation activities with site operational activities, access/ installation/test/acceptance liaison points of contact, and other necessary interfaces.
- 3.5.3.7 Oversee the installation. Analyze the installation process and its effectiveness.
- 3.5.3.8 Plan for and facilitate Government inspection of installation progress.
- 3.5.3.9 Recommend solutions for resolving deficiencies identified during inspections.
- 3.5.3.10 Collecting data and determining if the installation is on schedule.
- 3.5.3.11 Provide installation status reports monthly prior to the install and weekly from 30 days prior to the install until installation is closed out. (CDRL A007)
- 3.5.3.12 Provide technical installation of electronic systems and complete associated As-Built drawings. (CDRL A008)
- 3.5.3.13 The Contractor shall deliver a proposed installation schedule, installation plan (CDRL A007), recommended support equipment, progress and any other reports (CDRL A007), as specified in the TO.
- 3.5.3.14 The contractor shall provide personnel experienced in conducting EKMS to KMI transitions, KMI installation, NCVI, Crypto, EKMS installation, and iApp installation.
- 3.5.3.15 The contractor shall install Key Management Infrastructure on new construction Naval Platforms and Submarines.
- 3.5.3.16 The contractor shall conduct System Operational Verification Test (SOVT) on all conducted installations. (BS-001818.0301070106); (BS-001719.0301010154); (BS-001719.0301010160)
- 3.5.3.17 The contractor shall support the installation of formal Naval schoolhouses.
- 3.5.3.18 Provide KIV-7M Initial Fielding support services in support of legacy and modern C4ISR systems assembled components/subsystems, which includes Tactical Variant Switches (TVS) or Multi Circuit Patch Panels (MCPD), Digital Modular Radios (DMR) or WSC-3, MD1324s or TD1271s, Naval Modular Automated Communications System (NAVMACS), Tomahawk Strike Network (TSN), (Satellite Tactical Digital Information Link (S TADIL J), Extreme High Frequency Medium Data Rate / Low Data Rate (EHF MDR/LDR), Fleet Broadcast, and Demand Assigned Multiple Access (DAMA)/Non-DAMA Satellite Communications (SATCOM).

3.5.3.19 The contractor shall support the development of SPEG compliant system and platform SOVTs in support of installations.

3.5.4 Integration (BS-001817.0301060212); (BS-001818.0301060202);(100001256140.0070)

The process of creating a complex information system that includes designing or building a customized architecture or application, integrating it with new or existing hardware, packaged and custom software, and communications in support of delivery of Crypto and Key Management products.

3.5.4.1 The contractor shall document integration process of Crypto and Key Management systems (CDRL A002).  
(BS-001818.0201010313); (BS-001818.0201010314)

3.5.4.2 The contractor shall support the integration and testing of new Crypto and Key Management products to meet required operational specifications. (BS-001719.0301010154); (BS-001719.0301010160)

3.5.4.3 The contractor shall support the device registration of Key Management equipment.

3.5.4.4 The contractor shall support the Personnel Local Type 1 Registration Authority (PLT1RA) function for Key Management equipment in accordance with reference v Supplement 1.

3.5.4.5 The contractor shall support the Device Local Type 1 Registration Authority (DLT1RA) function for Key Management equipment in accordance with reference v Supplement 1..

3.5.4.6 The contractor shall provide inventory support of equipment in Government facilities. (CDRL A004) (BS-001818.0201010313);  
(BS-001818.0201010314)

3.5.4.7 The contractor shall support the shipping of integrated equipment to various Naval and USCG activities in support of KMI deployment.

3.5.4.8 The contractor shall support the integration of Alternate tokens and SIPR tokens in support of issuance to the fleet user communities. (BS-001818.0201010313); (BS-001818.0201010314)

3.5.4.9 The contractor shall support the evaluation of fielding plans to support baseline configuration variances and produce reports to support configuration management. (CDRL A002)

3.5.4.10 The contractor shall produce a quarterly Naval Communications Security Material System (NCMS) Crypto Inventory reports and update NCMS disposition reports in support of configuration management. (CDRL A006)

3.5.4.11 The contractor shall provide reports detailing the failure rates of Crypto and Key Management products (CDRL A006)  
(BS-001818.0201010313); (BS-001818.0201010314)

3.5.4.12 All contractor employees shall comply with base traffic regulations at all sites. The contractor shall ensure employees have a current and valid driver's license for the type of vehicle being driven before allowing the employee to operate a government vehicle, or a personal vehicle on Government installations. If required, Government vehicle licenses may be obtained through the appropriate base agency and unit vehicle control officer.

3.5.4.13 The contractor shall support the Defense Reutilization and Marketing Offices (DRMO) of equipment.

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

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

The contractor shall be responsible for the following:

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

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

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

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



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

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

4.1.7 The contractor will be liable for any loss associated with an Local Registration Authority LRAs violation of the Committee of National Security Systems Certificate Policy (CNSS CP) or National Security System Public Key Infrastructure Department of Defense Registration Practice Statement (NSS PKI DOD RPS), to include misuse of the equipment provided or used during the execution of the contract. (e.g., private key, certificate, hardware token, work station).

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

Contractors recommending or purchasing commercial software products, hardware, and related services shall ensure they recommend or procure items from approved sources as directed in the latest DoN and DoD policies. Contractors that are authorized to use Government supply sources per FAR 51.101, shall as directed in DoN Memorandum – Mandatory use of DoN Enterprise Licensing Agreement (ELA) dtd 22 Feb 12 verify if the product is attainable through DoN ELAs and if so, procure that item in accordance with appropriate ELA procedures. If an item is not attainable through the DoN ELA program, contractors shall then utilize DoD Enterprise Software Initiative (ESI) program (see DFARS 208.74) and government-wide SmartBuy program (see DoD memo dtd 22 Dec 05). Any item purchased outside these programs shall require approved waivers as directed in the applicable program.

## **4.3 SECTION 508 COMPLIANCE**

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

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

All programs utilizing this TO for software development/ modernization (DEV/MOD), including the development of IT tools to automate SSC Atlantic C4I processes, shall be compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. Contractors shall neither host nor develop IT tools to automate SSC Atlantic C4I processes unless specifically tasked within this task order. IT tools developed to automate SSC Atlantic C4I processes shall be delivered with full documentation (CDRL A010) and source code (CDRL A011) to allow non-proprietary operation and maintenance by any source. All programs shall submit proof of completed DEV/MOD certification approval from the appropriate authority in accordance with DON policy prior to TO/DO award. (DITPR-DON Update) \*Note must be listed on Investment Review Board (IRB) approved list.

## **5.0 CONTRACT ADMINISTRATION**

Contract Administration is required for all contracts; it provides the government a means for contract management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the government's requirements are met, delivered on schedule, and performed within budget.

### **5.1 CONTRACT LIAISON**

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable The COR for this specific task order is email:. The contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall initiate, unless otherwise directed at the task order level, periodic meetings with the COR.

### **5.2 CONTRACT MONITORING AND MAINTENANCE**

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day

in order to facilitate a timely task order (TO) modification. Prior to task order award, the contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the TO modification process. To address urgent requirements, the contractor shall have processes established during business and non-business hours/days in order to provide all necessary documentation and resources to facilitate a timely TO award or modification. *NOTE: Directly billing to a TO prior to TO award is prohibited.*

#### 5.2.1 Task Order Administration Documentation

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

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

Task Order Status Reports (CDRL A013) shall be developed and submitted weekly, the prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

(b) Weekly TOSR – A weekly TO Status Report shall be e-mailed to the COR no later than close of business (COB) every Friday. The first report shall be required on the first Friday following the first full week after the TO award date. The initial report shall include a projected Plan of Action and Milestones (POA&M). In lieu of a formal weekly report, larger, more complex TOs shall require an updated Earned Value Management report. The weekly status report shall, as a minimum, include the following items and data:

1. Percentage of work completed
2. Percentage of funds expended per ship/sub/shore command and system
3. Updates to the POA&M and narratives to explain any variances
4. If applicable, notification when obligated costs have exceeded 75% of the amount authorized

(c) Data Calls – As required, a data call report shall be e-mailed to the COR within six working hours of the request, unless otherwise specified by COR. All information provided shall be the most current. Cost and funding data shall reflect real-time balances. Report shall account for all planned, obligated, and expended charges and hours. Depending on requirement, the report shall include, but not limited to, the following items and data:

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

##### 5.2.1.2 Task Order Closeout Report

A task order (TO) closeout report (CDRL A014) shall be developed and submitted no later than 15 days before the TO completion date. Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

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

DoD 8570.01-M and DFAR's PGI 239.7102-3 have promulgated that contractor personnel shall have documented current Cybersecurity certification status within their contract. CSWF Reports (CDRL A015) shall be developed, maintained, and submitted monthly IAW clause DFARS 252.239-7001, if cybersecurity support is provided, the contractor shall provide a Cyber Security Workforce (CSWF) list that identifies those individuals who are IA trained and certified. Utilizing the format provided in CSWF CDRL Attachment 2, the prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions. Contractor shall verify with the COR the proper labor category cybersecurity designation and certification requirements.

##### 5.2.1.4 Contractor Manpower Reporting

The following reporting is required for all DoD contracts acquiring services regardless if cost type or firm-fixed price contract:

#### Enterprise-wide Contractor Manpower Reporting Application

In accordance with Office of the Secretary of Defense (OSD) memorandum dated 28 Nov 12 complying with Sections 235 and 2330a of Title 10, U.S.C., the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). The contractor shall completely fill-in all required data fields using the following web address: [https:// donemra.nmci.navy.mil/](https://donemra.nmci.navy.mil/).

Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY) which runs from 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 at <http://www.ecrma.mil/>.

#### 5.2.1.5 WAWF Invoicing Notification and Support Documentation

In accordance with DFARS clause 252.232-7003, 252.232-7006, and local clause 5252.216-9210, the contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (formerly known as Wide Area Work Flow (WAWF)) which is a secure government Web-based system for electronic invoicing, receipt, and acceptance. The contractor shall provide e-mail notification to the COR when payment requests are submitted to the WAWF. In accordance with local clause 5252.216-9210, the contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. The contractor shall also provide a soft copy of the invoice and any supporting invoice documentation (CDRL A017) directly to the COR to assist in validating the invoiced amount against the products/services provided during the billing cycle. As applicable, the contractor shall forward copies of invoices to the COR within 24 hours after submittal of iRAPT /WAWF payment request.

#### 5.2.1.6 Labor Rate Limitation Notification

For all cost type, labor-hour service contracts/TO (not applicable for wholly firm fix-priced contracts/TO), the contractors shall monitor the following labor rates as part of the monthly TO status report (see TOSR CDRL Attachment 2 – Personnel Listing). The contractor shall initiate required notification if specified threshold values are met. NOTE: TOs that are wholly firm-fixed price are exempt from this requirement. The ability of a contractor to monitor labor rates effectively shall be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

(a) Fully burden labor rates per person (subcontractor included) charged on contract/task order – If the actual invoiced fully burden rate (inclusive of fee) of any individual in any labor category exceeds the threshold amount of \$165.00/hour and the individual's rate was not disclosed in pre-award of the basic TO for IDIQ contracts the contractor shall send notice and rationale (CDRL A018) for the identified labor rate to the COR who will then send appropriate notification to the Contracting/Ordering Officer. NOTE: Within one labor category, if the total collective estimated and/or actual hours in any given period of performance are less than or equal to 500 labor hours, the labor category is excluded from the required CDRL notification regardless if an individual within that labor category exceeds the threshold.

(b) Average actual labor rates (total actual fully burdened labor costs “divided by” total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, the contractor shall send notice and rationale (CDRL A018) for the rate variance to the COR who will then send appropriate notification to the Contracting/Ordering Officer. Additionally, contractors shall notify the COR if variances exceed 15% for more than three consecutive months. Contractors shall annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly contract/TO status reports.

#### 5.2.1.7 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly contract/TO status reports. For this monitoring purpose, ODCs shall include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the awarded amount) by 10%, the contractor shall send notice and rationale (CDRL A018) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a contractor to monitor ODCs shall be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

## 6.0 QUALITY

### 6.1 QUALITY SYSTEM

Upon Task Order award, the prime contractor shall have and maintain a quality assurance process that meets TO requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor's internal auditing system. Thirty (30) days after TO award, the contractor shall provide to the government a copy of its Quality Assurance Plan (QAP) and any other quality related documents (CDRL A023) supporting both shore and ship/submarine work. The quality system shall be made available to the government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this TO may continue to be used. If any quality documentation is disapproved or requires revisions, the contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan and development of quality related documents as needed. At a minimum, the contractor's quality system shall meet the following key criteria:

- Establish documented, capable, and repeatable processes

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

## 6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

### 6.2.1 General

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

### 6.2.2 Navy Shipboard/Submarine work

The quality of all services referred under this TO shall conform to high standards, such as ISO 9001 in the relevant profession, trade or field of endeavor. Upon award, the Prime Contractor shall have in place, an existing Government approved quality system by the NAVSEA Quality Programs and Certification Office (04XQ office) for shipboard and submarine work in accordance with NAVSEA Technical Specification 9090-310. Quality Assurance Plan (QAP) and any other quality related documents (CDRL A023) shall include the requirements of shipboard and submarine work in accordance with NAVSEA Technical Specification 9090-310. The documented quality assurance system shall be used to ensure that the end product of each task conforms to TO requirements whether produced by the Contractor or provided by approved subcontractors or vendors. The quality assurance system shall provide for control over all phases of the various types of tasks, from initial manning and material ordering to completion of final tasking, before offering to the government for acceptance as specified in this task order/Performance Work Statement (PWS). All services shall be rendered according to the documented quality system and directly supervised by individuals qualified in the relevant profession or trade.

## 6.3 QUALITY ASSURANCE

The contractor shall perform all quality assurance process audits necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the contractor shall deliver related quality plan/procedural documents upon request (CDRL A023). The Government reserves the right to perform any additional audits deemed necessary to assure that the contractor processes and related services, documents, and material meet the prescribed requirements and to reject any or all processes or related services, documents, and material in a category when noncompliance is established.

## 6.4 QUALITY CONTROL

The contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the contractor shall submit related quality objective evidence upon request. Quality objective evidence (CDRL A023) shall include any of the following as applicable:

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

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

## 6.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A024) submitted 10 days after Task Order award, and

annually 10 days after Option year awards and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A025) due at least 30 days after TO award date on the 10<sup>th</sup> of the month and on the 10<sup>th</sup> of each following month.

## 7.0 DOCUMENTATION AND DELIVERABLES

### 7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this Task Order and the applicable section of the PWS for which they are required. Attachment #2 and Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. No CDRL classified TOP SECRET with SCI shall be developed.

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A001	Program Management Reports, General	3.2.2, 3.2.3	ASGEN	30DATO and R/ASR	unclassified
A002	Technical/Analysis Reports, General	3.3.1.1, 3.3.2.1, 3.3.1.6, 3.3.2.6 3.5.4.1	ASGEN	10DATO and R/ASR	unclassified
A003	Software Developmental Plan (SDP)	3.3.3	Once	NET 90days ATO	unclassified
A004	Inventory Tracking Report	3.5.4.6	Monthly	30DATO	unclassified
A005	Warranty Tracking and Administration for Serialized Item Report	3.4.2.10	Upon each incidence of defective item	2 Days after event	unclassified
A006	Failure Status Repair Report	3.3.2.5, 3.4.2, 3.4.2.7	Monthly	30DATO and the on 10 <sup>th</sup> of each Month	unclassified
A007	Engineering Design Documents, General	3.5.1, 3.5.2.1, 3.5.3.11, 3.5.3.5, 3.5.3.13	ASGEN	PER POAM; R/SAR	unclassified
A008	Installation/As-built Drawings	3.5.3.12	ASGEN	30DATO; R/ASR	unclassified
A009	Training Documentation	3.4.1.2, 3.4.1.4, 3.4.1.3	Annual	60DATO; R/ASR	unclassified
A010	Software Documentation/ Programmer's Guide	4.4, 3.3.3.4	Annual	60DATO; R/ASR	unclassified
A011	Source Code	4.4	ASGEN	5 Days after SW Baseline	unclassified
A013	Task Order Status Report (TOSR)	3.2.2 5.2.1.2, 8.1.2,	Weekly; Monthly & ASREQ	Each Friday; at least 30 days after TOaward on the 10 <sup>th</sup> of each month & 6 hours after request	unclassified
A014	Task Order Closeout Report	5.2.1.3, 11.5	One Time	15 days before the TO completion date, R/ASR	unclassified
A015	Cyber Security Workforce (CSWF) Report	3.3.4.1, 5.2.1.4, 8.1.2	Monthly	10 <sup>th</sup> of each Month	unclassified
A017	Invoice Support Documentation	5.2.1.6	Each Invoice	24 Hours following COR request	unclassified
A018	Limitation Notification & Rationale	5.2.1.7, 5.2.1.8	When Tripwire/ Thresholds are met	24 hours after Tripwire/ threshold met	unclassified
A023	Quality Documentation	6.1, 6.4, 6.2.4, 6.3, 5.3.3.1	ASGEN	30DATO, R/ASR	unclassified
A024	Cost and Schedule Milestone Plan	6.5	Annually	10DATO and 10DATO option award	unclassified
A025	Contractor Draft Approval Document (CDAD) Report	6.5	Monthly	30DATO and 10 <sup>th</sup> of each month	unclassified

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A026	OCNUS Deployment Documentation and Package	14.4	ASGEN	7DATO	unclassified

## 7.2 ELECTRONIC FORMAT

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

	Deliverable	Software to be used
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics (existing data products)	Raster (CALs Type I, TIFF/BMP, JPEG, PNG)
g.	Scheduling	Microsoft Project
h.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio
i.	Geographic Information System (GIS)	ArcInfo/ArcView

## 7.3 INFORMATION SYSTEM

### 7.3.1 Electronic Communication

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

### 7.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking). Contractor shall comply with the.

#### 7.3.2.1 Safeguards

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

(a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.

(b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(c) Sanitize media (e.g., overwrite) before external release or disposal.

(d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." Solutions shall meet FIPS 140-2 compliance requirements.

(e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

(f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing

files), using at least application-provided password protection level encryption.

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

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

(i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.

3. Prompt application of security-relevant software patches, service packs, and hot fixes.

(j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(k) Report loss or unauthorized disclosure of information in accordance with base contract and Task order or agreement requirements and mechanisms.

#### 7.3.2.2 Compliance

The contractor shall include in their quality processes procedures that are compliant with information security requirements.

## 8.0 SECURITY

### 8.1 ORGANIZATION

#### 8.1.1 Security Classification

As specified in the DoD Contract Security Classification Specification, DD Form 254, classified work shall be performed under this contract. The contractor shall have prior to commencement of classified work, a SECRET facility security clearance (FCL).

The following PWS tasks require access to classified information up to the level of SECRET: 3.3.1, 3.3.2, 3.4.1.5, 3.4.1.6, 3.4.1.7, 3.4.2, 3.5.3, 3.5.4. PWS tasks Para 3.2.2, 3.3.1.6, 3.3.3, 3.4.1.1, 3.4.1.2 do not require access to classified information. U.S. Government security clearance eligibility is required to access and handle classified and certain controlled unclassified information (CUI), attend program meetings, and/or work within restricted areas unescorted. The task contained in this PWS requires the contractor to integrate, install, and train on the KMI system which is classified at the SECRET level. Efforts in this task order also require contractor personnel to handle Communication Security (COMSEC) material; persons handling such material must have the appropriate clearance to complete the task objective. Generation of SCI deliverables is not authorized.

#### 8.1.2 Security Officer

The contractor shall appoint a Facility Security Officer (FSO) to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The FSO shall have a U.S. Government security clearance equal to or higher than the FCL required on this contract. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is part of TOSR Attachment 2 (CDRL A013— applicable Staffing Plan sheets include: Security Personnel Tracking sheet, CAC SPAWAR Badge Tracking sheet, Mandatory Training Sheet. If applicable, FSO shall also update and track CSWF data (CDRL A015).

### 8.2 PERSONNEL

The contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD 8570.01M, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, the contractor shall ensure their personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access level required for the task order, and if applicable, are certified/ credentialed for the Cybersecurity Workforce (CSWF). At a minimum, the contractor shall validate that the background information provided by their employees charged under this TO is correct. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: A favorable background determination is determined by a National Agency Check and Inquiries (NACI) investigation and favorable Federal

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

#### 8.2.1 Personnel Clearance

The majority of personnel associated with this TO shall possess a SECRET personnel security clearance (PCL). These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data in accordance with references j, k and l. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the Department of Defense Consolidated Adjudications Facility (DoD CAF) and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment in accordance with DoDI 8500.01, Cybersecurity. Any future revision to the respective directive and instruction shall be applied via TO modification. Contractor personnel shall handle and safeguard any Controlled Unclassified Information (CUI) and/or classified information in accordance with appropriate Department of Defense, Navy, and SPAWARSCEN Atlantic security regulations. Any security violation shall be reported immediately to the SPAWARSCEN Atlantic Security Management Office via the Government Project Manager. Foreign national employees employed in their home countries shall meet equivalent host U.S. Installation Command security requirements and Status of Forces Agreement (SOFA).

#### 8.2.2 Access Control of Contractor Personnel

##### 8.2.2.1 Physical Access to Government Facilities and Installations

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

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

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

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

##### 8.2.2.2 Identification and Disclosure Requirements

In accordance with DFARS clause 211.106, Contractors shall take all means necessary to not represent themselves as government employees. All Contractor personnel shall follow the identification and disclosure requirement as specified in clause 5252.237-9602.

##### 8.2.2.3 Government Badge Requirements

As specified in contract clause 5252.204-9202, some contract personnel shall require a government issued picture badge. While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel IAW References required k and l. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for Common Access Card (CAC)) to the applicable government security office via the TO COR. The contractor's appointed Security Officer shall track all personnel holding local government badges at contract or TO level.

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

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

(a) In accordance with DoD Manual (DoDM-1000.13-M-V1), issuance of a CAC will be based on the following four criteria:



1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel's access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring basis for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC login for user identification.

2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Trusted Associated Sponsorship System (TASS) (formally Contractor Verification System (CVS)).

3. completion of background vetting requirements according to FIPS PUB 201-2 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check and Inquiries (NACI) investigation to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Personnel requiring logical access shall be required to obtain and maintain a favorable National Agency Check with Local Agency and Credit Checks (NACLC) investigation. Personnel shall contact the SSC Atlantic Security Office to obtain the latest CAC requirements and procedures.

4. verification of a claimed identity – all personnel will present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list shall be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

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

1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SSC Atlantic IAM office at phone number (843)218-6152 or email questions to [ssclant.iam.office.fcm@navy.mil](mailto:ssclant.iam.office.fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.

2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SSC Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms shall be routed to the IAM office via encrypted email to [ssclant\\_it\\_secmtg@navy.mil](mailto:ssclant_it_secmtg@navy.mil).

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

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

#### 8.2.3 Security Training

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

#### 8.2.4 Disclosure of Information

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

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

When a contractor, including any subcontractor, is authorized access to Personally Identifiable Information (PII), the contractor shall complete annual PII training requirements and comply with all privacy protections under the Privacy Act (Clause 52.224-1 and 52.224-2). The contractor shall safeguard PII from theft, loss, and compromise. The contractor shall transmit and dispose of PII in accordance with the latest DON policies. The contractor shall not store any government PII on their personal computers. Any developed documentation containing PII information shall be marked accordingly in either the header or footer of the document: "FOUO – Privacy Sensitive. Any misuse or unauthorized disclosure may result in both criminal and civil penalties." Any unauthorized disclosure of privacy sensitive information through negligence or misconduct can lead to contractor removal or TO termination depending on the severity of the disclosure. Upon discovery of a PII breach, the contractor shall immediately notify the

Contracting Officer and COR. Contractors responsible for the unauthorized disclosure of PII shall be held accountable for any costs associated with breach mitigation, including those incurred as a result of having to notify personnel.

### **8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS**

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

#### **8.3.1 Local and Internal OPSEC Requirement**

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

#### **8.3.2 OPSEC Training**

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

#### **8.3.3 SSC Atlantic OPSEC Program**

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

#### **8.3.4 Classified Contracts**

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

### **8.4 DATA HANDLING AND USER CONTROLS**

#### **8.4.1 Data Handling**

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

#### **8.4.2 Effective Use of Controls**

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

### **9.0 GOVERNMENT FACILITIES**

Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. Contractor personnel with supplied government facilities will be located at SSC Atlantic in Charleston (up to one (1) for CLIN 1 SC and V53 Norfolk, VA (up to nine (9)).

Note: *The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

### **10.0 CONTRACTOR FACILITIES**

A significant portion of task orders issued under this TO will require close liaison with the government. The contractor shall be prepared to establish a local facility within a thirty (30)-mile radius of SSC Atlantic BLDG V53 in Norfolk, VA. This facility shall meet the security requirements to store and handle SECRET and COMSEC equipment. Close proximity is required for effective collaboration, support of the KMI integration facility, reducing cost of token issue to installers and proper contract administration duties. The contractor's facility is not necessary for the exclusive use of this TO and can be utilized on a shared basis. The contractor shall also have a Charleston facility available to support three day (3-day) project

meetings at the unclassified level four (4) times a year. The contractor's facility shall meet all location and size requirements to perform work requirements within 30 days after TO award. Facility space shall include offices, conference rooms, lab work, and a staging area for materials and equipment, as required. The contractor's facilities shall meet all location and size requirements to perform work requirements within 30 days after TO award.

## **11.0 CONTRACT PROPERTY ADMINISTRATION**

### **11.1 PROPERTY TYPES**

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

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

- (a) KMI Policy CBT
- (b) KMI Equipment tracking database
- (c) Required Software tool for development

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

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on the document, certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) shall require addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory shall be limited to need-to-know and returned at completion of the contract/task order. The following table lists GFI that shall be provided to the contractor after TO award.

Item #	Description	GFI Estimated Delivery Date
001	KMI Training Manuals	30 days after award
002	KMI Test Data	30 days after award
003	KMI Trouble Ticket Access	30 days after award
004	KMI Program Schedules/Milestones	30 days after award
005	KMI Technical Specifications	30 days after award from Spiral 1 and 60 days after NSA approval for Subsequent spirals and upgrades
00	Other upon request	30 days after request

## **12.0 SAFETY ISSUES**

### **12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

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

**12.1.1 Performance at government facilities**

The contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

**12.2 SAFETY EQUIPMENT**

All personnel safety equipment required to perform work under this TO shall be provided by the contractor and must be in satisfactory working order. Personal safety equipment shall include, but not be limited to -- hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

**12.3 SAFETY TRAINING**

The contractor shall be responsible to train all personnel that require safety training. Specifically, where contractors are performing work at Navy shore installations, that requires entering manholes or underground services utility the contractor shall provide a qualified person as required in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

**13.0 TRAVEL****13.1 LOCATIONS**

The contractor shall ensure all travel is performed pursuant to clause 5252.231-9200. For planning purposes, the contractor shall provide adequate personnel to support the travel requirements listed below. The proposed estimated travel cost cannot exceed the not-to-exceed (NTE) value cited in the applicable pricing model. Travel estimates are in accordance with the latest Joint Travel Regulations (JTR) for DoD Civilian Personnel.

For CLIN 9000 in the Base Year

# Trips	# People	# Days/Nights	From (Location)	To (Location)
7	2	7/6	Charleston, SC	All CONUS USN, USMC, USCG and MSC Bases Flying

For CLINs 9100, 9200, 9300 and 9400

# Trips	# People	# Days/Nights	From (Location)	To (Location)
7	1	7/6	Charleston, SC	All CONUS USN, USMC, USCG and MSC Bases Flying

For CLINs 9001

# Trips	# People	# Days/Nights	From (Location)	To (Location)
40	2	10/9	Norfolk, VA	All CONUS USN, USMC, USCG and MSC Bases Flying
40	2	10/9	Charleston, SC	All CONUS USN, USMC, USCG and MSC Bases Flying
1	1	10/9	Norfolk, VA	All OCONUS USN, USMC, USCG and MSC Bases
1	1	10/9	Charleston, SC	All OCONUS USN, USMC, USCG and MSC Bases

For CLIN 9101, 9201

# Trips	# People	# Days/Nights	From (Location)	To (Location)
40	1	10/9	Norfolk, VA	All CONUS USN, USMC, USCG and MSC Bases Flying
20	1	10/9	Charleston, SC	All CONUS USN, USMC, USCG and MSC Bases Flying
15	1	10/9	Norfolk, VA	All OCONUS USN, USMC, USCG and MSC Bases
10	1	10/9	Charleston, SC	All OCONUS USN, USMC, USCG and MSC Bases

For CLINs 9301, 9401

# Trips	# People	# Days/Nights	From (Location)	To (Location)
40	1	10/9	Norfolk, VA	All CONUS USN, USMC, USCG and MSC Bases Flying
20	1	10/9	Charleston, SC	All CONUS USN, USMC, USCG and MSC Bases Flying
10	1	10/9	Norfolk, VA	All OCONUS USN, USMC, USCG and MSC Bases
15	1	10/9	Charleston, SC	All OCONUS USN, USMC, USCG and MSC Bases

For CLINs 9002

# Trips	# People	# Days/Nights	From (Location)	To (Location)
30	1	10/9	Norfolk, VA	All CONUS USN, USMC, USCG and MSC Bases Flying
30	1	10/9	Charleston, SC	All CONUS USN, USMC, USCG and MSC Bases Flying
1	1	10/9	Norfolk, VA	All OCONUS USN, USMC, USCG and MSC Bases

1	1	10/9	Charleston, SC	All OCONUS USN, USMC, USCG and MSC Bases
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For CLINs 9102, 9202, 9302, 9402

# Trips	# People	# Days/Nights	From (Location)	To (Location)
25	1	10/9	Norfolk, VA	All CONUS USN, USMC, USCG and MSC Bases Flying
25	1	10/9	Charleston, SC	All CONUS USN, USMC, USCG and MSC Bases Flying
10	1	10/9	Norfolk, VA	All OCONUS USN, USMC, USCG and MSC Bases
10	1	10/9	Charleston, SC	All OCONUS USN, USMC, USCG and MSC Bases

For CLINs 9003

# Trips	# People	# Days/Nights	From (Location)	To (Location)
5	1	5/4	Charleston, SC	Baltimore, MD

For CLINs 9103, 9203, 9303, 9403

# Trips	# People	# Days/Nights	From (Location)	To (Location)
5	1	10/9	Charleston, SC	Baltimore, MD

For CLINs 9004, 9104, 9204, 9304, 9404

# Trips	# People	# Days/Nights	From (Location)	To (Location)
5	1	7/6	Charleston, SC	Bath, ME

Note: Travel specifically to Iraq or Afghanistan shall not be performed under this contract.

#### 14.1 PERSONNEL MEDICAL REQUIREMENTS

##### 14.1.1 Medical Screening for Fleet Support

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

##### 14.1.2 OCONUS Immunization Requirements

As specified in each task order, the contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Contractor employees who deploy to locations that require immunizations shall do so in accordance with Reference w. Department of Defense Instruction (DoDI) 6205.4 Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense, Department of the Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSYSCENLANTINST) 12910.1.

#### 14.2 LETTER OF AUTHORIZATION

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

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

#### 14.3 SPECIFIED MISSION DESTINATIONS

The contractor shall be required to travel to locations designated as Specified Mission Destinations which are listed in the latest SSC Atlantic OCONUS Travel Guide portal (latest link to be provided at contract and task order award). In accordance with DoDI 3020.41 and SPAWARSYSCENLANTINST 12910.1A, work to be performed at Specified Mission Destinations is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is required, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC Atlantic OCONUS Travel Guide portal. Note: The portal is NOT the authoritative source, as it is only a guide. The contractor shall be responsible to know and understand travel requirements as identified by

the Combatant Command (COCOM) and applicable country. Commencing no later than seven (7) days after task order award requiring travel to specified mission destination(s), the contractor shall submit all required OCONUS Deployment Documentation and Package (CDRL A026) to the task order COR and/or Command Travel/Deployment Coordinator.

#### 14.4 PERSONNEL QUALIFICATIONS

Key Personnel assigned to or utilized by the Contractor in the performance of this TO shall, as a minimum, meet the experience, educational, or other background requirements set forth in paragraph 14.4.2, Personnel Qualifications, and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories in paragraph 14.4.2 by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference. The Contractor shall:

Promptly notify the Contracting Officer of any anticipated change or reassignment of personnel assigned to perform work under this task order.

Ensure that persons assigned to render services under the contract have applicable qualifications.

##### 14.4.1 RESUMES

The Contractor shall submit all resumes to the COR for review and approval for all personnel supporting this contract prior to charging on this task order. The list of key personnel is identified in paragraph 14.4.2; key personnel shall meet or exceed the labor category requirements specified in the Personnel Qualifications.

##### 14.4.2 PERSONNEL QUALIFICATIONS

Personal Qualifications: KMI has unique training redirects for installers, operators and Service Desk Personnel:

###### **Program Manager**

**Education:** Bachelor's degree in Engineering, Physics, Mathematics, or Business.

**Experience:** Fifteen (15) years of technical experience in support of C4ISR systems, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of Cryptographic, Cryptologic, or Navy Communications systems. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

**Specific experience with:** Working Capital Fund Organizations and Funding Requirements.

###### **SUBJECT MATTER EXPERT (SME) 5:**

**Education:** Technical Training in the field directly relevant to the task performed.

**Experience:** Ten (10) years of hands on experience with the programs cited in the task order, Statement of Work, Sections 3.0 and 4.0, to include three (3) of the following four (4) areas: software requirements, operational requirements, installation, test and evaluation, and training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

###### **SUBJECT MATTER EXPERT (SME) 4:**

**Education:** Technical Training in the field directly relevant to the task performed.

**Experience:** Seven (7) years of hands on experience with the programs cited in the task order, Statement of Work, Sections 3.0 and 4.0, to include three (3) of the following four (4) areas: software requirements, operational requirements, installation, test and evaluation, and training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

###### **SUBJECT MATTER EXPERT (SME) 3:**

**Education:** Technical Training in the field directly relevant to the task performed.

**Experience:** Four (4) years of hands on experience with the programs cited in the task order, Statement of Work, Sections 3.0 and 4.0, to include three (3) of the following four (4) areas: software requirements, operational requirements, installation, test and evaluation, and training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

###### **Management Analyst 3:**

**Education:** Bachelor's degree in Business, Mathematics, Statistics or a related field (Economics, Marketing, Finance, Accounting, Information Management Systems, etc.)

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

###### **Training Specialist 3:**

**Education:**

Bachelor's degree in Education, English, Psychology, Communications, Business, or similar liberal arts degree.

**Experience:** Ten (10) years of experience in C4IRS systems, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

**Specific experience in:** Knowledge of TEMPEST/COMSEC concepts and requirements, Knowledge of Standard Installation Practices including RED/BLACK Criteria, Providing training on electronic systems/equipment.

## **15.0 TRANSPORTATION OF EQUIPMENT/MATERIAL**

Transportation of equipment and/or material is applicable for the noted GFP and/or CAP and is the responsibility of the contractor; the cost shall be included in the proposal. For estimating purposes, it is anticipated that the transportation cost of equipment/material will be incidental to the job. The proposed estimated transportation cost cannot exceed the not-to-exceed (NTE) value cited in the applicable pricing model.

## **16.0 ACCEPTANCE PLAN**

Inspection and acceptance is performed by the COR on all services, data, and non-data deliverables in accordance with the Quality Assurance Surveillance Plan (QASP), Attachment 1.

## **17.0 OTHER CONDITIONS/REQUIREMENTS**

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

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

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. Within 15 days after contract award, the contractor shall submit a Project Manager's résumé for consideration and any other key labor category résumés required for immediate performance. After approval, the individuals will be added to a key personnel list, paragraph (d), which will be maintained by the contractor and supplied in the monthly task order Status Report. No substitutions will be made except in accordance with this clause.

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

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

(d) List of Key Personnel (paragraph 14.4.2 lists applicable contract labor categories) will be tracked and maintained by the contractor in the Staffing Plan which is part of the monthly Task Order Status Report.

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been

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

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

(End of clause)



## **Section D - Packaging and Marking**

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

# Section E - Inspection and Acceptance

## **52.246-5 Inspection Of Services Cost-Reimbursement**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his duly authorized representative.

## Section F - Deliveries or Performance

### CLIN - DELIVERIES OR PERFORMANCE

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

7100	2/19/2019 - 2/18/2020
7101	2/19/2019 - 2/18/2020
7102	2/19/2019 - 2/18/2020
7103	2/19/2019 - 2/18/2020
7104	2/19/2019 - 2/18/2020
9100	2/19/2019 - 2/18/2020
9101	2/19/2019 - 2/18/2020
9102	2/19/2019 - 2/18/2020
9103	2/19/2019 - 2/18/2020
9104	2/19/2019 - 2/18/2020
7200	Date of Option Exercise through 365 days thereafter
7201	Date of Option Exercise through 365 days thereafter
7202	Date of Option Exercise through 365 days thereafter
7203	3/19/2020 - 02/18/2021
7204	3/19/2020 - 02/18/2021
9200	Date of Option Exercise through 365 days thereafter
9201	Date of Option Exercise through 365 days thereafter
9202	Date of Option Exercise through 365 days thereafter
9203	3/19/2020 - 02/18/2021
9204	3/19/2020 - 02/18/2021
7300	Date of Option Exercise through 365 days thereafter
7301	Date of Option Exercise through 365 days thereafter
7302	Date of Option Exercise through 365 days thereafter
7303	Date of Option Exercise through 365 days thereafter
7304	Date of Option Exercise through 365 days thereafter
9300	Date of Option Exercise through 365 days thereafter
9301	Date of Option Exercise through 365 days thereafter
9302	Date of Option Exercise through 365 days thereafter
9303	Date of Option Exercise through 365 days thereafter

9304	Date of Option Exercise through 365 days thereafter
7400	Date of Option Exercise through 365 days thereafter
7401	Date of Option Exercise through 365 days thereafter
7402	Date of Option Exercise through 365 days thereafter
7403	Date of Option Exercise through 365 days thereafter
7404	Date of Option Exercise through 365 days thereafter
9400	Date of Option Exercise through 365 days thereafter
9401	Date of Option Exercise through 365 days thereafter
9402	Date of Option Exercise through 365 days thereafter
9403	Date of Option Exercise through 365 days thereafter
9404	Date of Option Exercise through 365 days thereafter

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

**The Period of Performance of the following Firm items are as follows:**

7000	03/06/2018 - 02/18/2019
7001	03/06/2018 - 02/18/2019
7002	03/06/2018 - 02/18/2019
7003	03/06/2018 - 02/18/2019
7004	03/06/2018 - 03/05/2019
7100	02/19/2019 - 02/18/2020
7101	02/19/2019 - 02/18/2020
7102	02/19/2019 - 02/18/2020
7103	02/19/2019 - 02/18/2020
7104	02/19/2019 - 02/18/2020
7200	02/19/2020 - 02/18/2021
7201	02/19/2020 - 02/18/2021
7202	02/19/2020 - 02/18/2021
7203	03/19/2020 - 02/18/2021
7204	03/19/2020 - 02/18/2021
9000	03/06/2018 - 03/05/2019
9001	03/06/2018 - 02/18/2019
9002	03/06/2018 - 03/05/2019
9003	03/05/2018 - 02/18/2019
9004	03/06/2018 - 02/18/2019
9100	02/19/2019 - 02/18/2020
9101	02/19/2019 - 02/18/2020
9102	02/19/2019 - 02/18/2020
9103	02/19/2019 - 02/18/2020
9104	02/19/2019 - 02/18/2020
9200	06/29/2020 - 02/18/2021
9201	02/19/2020 - 02/18/2021
9202	02/19/2020 - 02/18/2021
9203	03/19/2020 - 02/18/2021
9204	03/19/2020 - 02/18/2021

**The Period of Performance of the following Option items are as follows:**

7300	12/15/2020 - 12/14/2021
7301	12/15/2020 - 12/14/2021
7302	12/15/2020 - 12/14/2021
7303	12/15/2020 - 12/14/2021
7304	12/15/2020 - 12/14/2021
7400	12/15/2021 - 12/14/2022
7401	12/15/2021 - 12/14/2022
7402	12/15/2021 - 12/14/2022
7403	12/15/2021 - 12/14/2022
7404	12/15/2021 - 12/14/2022
9300	12/15/2020 - 12/14/2021
9301	12/15/2020 - 12/14/2021
9302	12/15/2020 - 12/14/2021
9303	12/15/2020 - 12/14/2021
9304	12/15/2020 - 12/14/2021
9400	12/15/2021 - 12/14/2022
9401	12/15/2021 - 12/14/2022
9402	12/15/2021 - 12/14/2022
9403	12/15/2021 - 12/14/2022
9404	12/15/2021 - 12/14/2022

# Section G - Contract Administration Data

THE SPAWARSSYSCEN ATLANTIC OMBUDSMAN: ROBIN ROURK, (843) 218-5115

**REFERENCE: Payment Instructions: PGI 204.7108 (d)(2)**

## **252.204-0012 OTHER. (SEP 2009)**

In accordance with (IAW) the PGI 204-7108 PAYMENT INSTRUCTIONS, the standard payment instructions identified in paragraphs (d)(1) through (11) are not appropriate for utilization in this contract. Funding for the

CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications. In addition, the contract structure or receipt of funding does not allow for a single funding line on each CLIN and task order (TO) performance does not allow for sequential payment of ACRNs or prorated payment against all ACRNs. In order to accurately track and account for funding expenditures consistent with the specific tasking associated with each funding line, PGI 204.7108(d)(12) "Other" applies. The payment office shall make payment IAW the contractor identification of the CLIN and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the task, WBS performance, and applicable funding.

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

When submitting a request for payment, the Contractor shall—

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance;  
and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## **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 Work Flow (WAWF).

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

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

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

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

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

#### **Cost Voucher (Cost Type Orders)**

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. **Not Applicable**
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	S2101A
Inspect By DoDAAC	N65236
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	S2101A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HAA471
Other DoDAAC(s)	N/A

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Send Additional Email Notification(s) to:*			
Name	Email	Phone	Role

(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 866-618-5988.

(End of clause)

#### **5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)**

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

##### **CONTRACTING OFFICER REPRESENTATIVE**

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

(End of clause)

#### **5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(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 \$1,000 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 might 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



**Accounting Data**

be recovered.

(End of clause)

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

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

(End of clause)

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

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

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

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

(End of clause)

## Section H - Special Contract Requirements

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

d. The level of effort for this contract shall be expended at an average rate of approximately hours per week.

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

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

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

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

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

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

#### **5252.225-9200 OFFSHORE PROCUREMENT OF COMSEC EQUIPMENT (MAY 1996)**

Due to the unique sensitivity of Communications Security and to maintain rigid control over the integrity of COMSEC equipment, no subcontracts or purchase orders which involve design, manufacture, production, assembly or test in a location not in the United States, of equipment, assemblies, accessories or parts performing cryptographic functions shall be made under this contract without prior specific approval of the Contracting Officer. The Contractor further agrees to include this clause in any and all subcontracts he may let pursuant to this contract for equipment, assemblies, accessories or parts.

(End of clause)

#### **5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)**

## (a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

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

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

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

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

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

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

(End of clause)

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

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

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

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

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

**(End of Clause)**

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

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

Item(s)	Allotted to Cost	Allotted to Fee	Estimated Period of Performance

7000			
7001			
7002			
7003			
7004			
9000			
9001			
9002			
9003			
9004			
Option Year 1			
7100			
7101			
7102			
7103			
7104			
9100			
9101			
9102			
9103			
9104			
Option Year 2			
7200			
7201			
7202			
7203			
7204			
9200			
9201			
9202			



9203			
9204			
Option Year 3			
7300			
7301			
7302			
7303			
7304			
9300			
9301			
9302			
9303			
9304			
Option Year 4			
7400			
7401			
7402			
7403			
7404			
9400			
9401			
9402			
9403			
9404			
<b>Total</b>			

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

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

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

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

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**(End of clause)**

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

- (a) Definition. As used in this clause, “sensitive information” includes:
  - (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates costs, and program information relating to current or estimated budgets or schedules;
  - (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
  - (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or similar markings;
  - (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).
- (b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.
- (c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—
  - (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by contract, and not for any other purpose unless authorized;
  - (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
  - (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
  - (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
  - (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and include the business organization, other entity, or individual to whom the information was divulged.
- (d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access

until authorized in writing by the Contracting Officer.

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

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

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

**(End of clause)**

#### **5252.242-9202 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992)**

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

**(End of clause)**

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

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-

cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: <http://www.cpars.csd.disa.mil/cparsmain.htm>, under the reference material section in the CPARS menu.

**(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order by order basis.**

## **252.225-7976 Contractor Personnel Performing in Japan. (DEVIATION 2018O0019)**

Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that will require contractor personnel to perform in Japan.

### **CONTRACTOR PERSONNEL PERFORMING IN JAPAN**

**(DEVIATION 2018-O0019)(AUG 2018)**

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

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is 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.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

1. Be a United States national;
2. Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/362611%20\(USFJD\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/362611%20(USFJD).pdf)

3. Be present in Japan at the official invitation of the United States

Government and solely for official purposes in connection with the United States Armed Forces;

4. Not have SOFA Article XIV status; and

5. Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:

i. Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or

ii. Possesses a security clearance recognized by the United States to perform his or her duties; or

iii. Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or

iv. Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or

v. Is an employee of a military banking facility; or

vi. Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

1. Security considerations;

2. The technical qualification of the contractors involved;

3. The unavailability of materials or services required by United States standards; and

#### 4. Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer. “SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

##### *a. General.*

1. This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.
2. The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—
  - i. USFJ Instruction 64-100, Contract Performance in Japan;
  - ii. USFJ Instruction 36-2811, Indoctrination Training Programs;
  - iii. USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and
  - iv. USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

v. No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.

- vi. Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.
- vii. Special area, country, and theater clearance is obtained for all personnel.

Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered nonDoD personnel traveling under DoD sponsorship.

viii. Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

ix. Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment 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 at

[http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html); and

x. Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

xi. *Removal and replacement of Contractor personnel.* The Contracting

Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. 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 or cause.

3. Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64102.

i. The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

ii. If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor's SOFA status upon consultation with the government of Japan.

- iii. The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.
  - iv. Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.
4. The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at [pacom.yokota.usfj.mbx.j023@mail.mil](mailto:pacom.yokota.usfj.mbx.j023@mail.mil). The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.
5. Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.
6. *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:
- i. Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.
  - ii. Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.
  - iii. Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.
  - iv. Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts



imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

v. Exemption from the laws and regulations of Japan with respect to terms

and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.

vi. Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.

vii. If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other nonappropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.

viii. The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.

ix. Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

## *7. Logistical Support.*

i. Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

- A. Base Exchange, including exchange service stations, theaters, and commissary.
- B. Military banking facilities.
- C. Transient billeting facilities.

D. Open mess (club) membership, as determined by each respective club.

E. Casualty assistance (mortuary services), on a reimbursable basis.

F. Emergency medical care, on a reimbursable basis.

G. Dental care, limited to relief of emergencies, on a reimbursable basis.

H. Department of Defense Dependent Schools, on a space-created and tuition-paying basis.

I. Postal support, as authorized by military postal regulations.

J. Local recreation services, on a space-available basis.

K. Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.

L. Issuance of personal vehicle license plates.

8. Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

9. If required by the contract, 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.

10. The Contractor shall ensure that all contractor personnel are aware—

i. Of the DoD definition of "sexual assault" in DoD Directive 6495.01,  
Sexual Assault Prevention and Response Program; and

ii. That sexual misconduct may constitute offenses under the law of Japan,

Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

11. The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.
12. The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational 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. That this section does not create any rights or privileges that are not authorized by law or DoD policy.
13. The appropriate investigative authorities to which suspected crimes shall be reported include the following—
  - i. US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;
  - ii. Air Force Office of Special Investigations at <http://www.osi.af.mil>;
  - iii. Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;
  - iv. Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or
  - v. To any command of any supported military element or the command of any base.
14. Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance

through the DoD Inspector General hotline at 800424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoDHotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

- A. Hold their own identity or immigration documents, such as passport 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.

15. The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

- i. Such personnel, and dependents, 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));
  - iv. In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);
  - v. Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and
  - vi. Contractor personnel will be provided victim and witness protection and assistance.
16. SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.
  17. 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 installation commander, the Contracting Officer directs withdrawal due to security conditions.
  18. The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
  19. Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

*b. Support.*

1. *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.

2. *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.

- i. The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with “None” checked for Government-furnished routine medical services.
- ii. Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.

iii. Contractor personnel who are issued a LOA shall maintain possession a

DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.

*c. Compliance with laws and regulations.*

1. The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—

i. United States, host country, and third-country national laws;

ii. Provisions of applicable treaties and international agreements;

iii. United States regulations, directives, instructions, policies, and

procedures; and

iv. Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

*d. Preliminary personnel requirements.*

1. The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel

(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 required USFJ Form 27, Contractor Employee Acknowledgement Forms.

iii. All such personnel performing in support of an applicable operation—

A. Meet the minimum medical screening requirements, including

theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the

USINDOPACOM Combatant Commander's website or other venue); and

B. Have received all required immunizations as specified in the foreign clearance guide.

1. All immunizations shall be obtained prior to arrival in Japan.

2. All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

*e. Personnel data.*

1. The Contractor shall—

i. Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

ii. Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

A. A Common Access Card (CAC) or a SPOT-approved digital certificate.

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;

f. *Contractor personnel.*

1. Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

i. *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

A. United States and host country laws;

B. Treaties and international agreements;

C. United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and

D. Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph

(ii), below.

g. *Protective equipment.*

1. Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.

2. The Commander may issue organizational clothing and individual equipment and provide training, if necessary,



as part of the security plan.

3. The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- i. The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
- ii. The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

a. *Evacuation.*

1. If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.
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.

b. *Next of kin notification and personnel recovery.*

1. The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
2. The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

c. *Mortuary affairs.* Contractor personnel authorized to accompany United States

Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

- d. *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.



# Section I - Contract Clauses

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

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

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

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

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

**(End of Clause)**

## 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 great 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 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:

Any subcontract that was not initially proposed over the simplified acquisition threshold regardless of whether the prime contractor(s) have an approved purchasing system requires the written consent of the Contracting Officer in advance.

(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 contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of the 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 reliable, 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 management decision 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 (c), (d), or (e) of this clause.

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

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

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

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

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

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

**(End of Clause)**

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)**

(a) *Definition.* “United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).*

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

**252.219-7000 Advancing Small Business Growth (MAY 2015)**

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-businesssize-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at [www.dla.mil/SmallBusiness/Pages/ptac.aspx](http://www.dla.mil/SmallBusiness/Pages/ptac.aspx).

(End of Clause)