

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 29-Jun-2018	4. REQUISITION/PURCHASE REQ. NO. 1300725808	5. PROJECT NO. (If applicable) N/A
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6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 david.dellinger@navy.mil 843-218-5476	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666	CODE S5111A SCD: C
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Marshall Communications Corporation 20098 Ashbrook Place, Suite 260 Ashburn VA 20147-3394	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7825 / N6523618F3094 10B. DATED (SEE ITEM 13) 15-Jul-2018
CAGE CODE 0R470 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Unilateral Modification Pursuant to FAR Clause 52.232-22, Limitation of funds.

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David L Dellinger, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/David L Dellinger (Signature of Contracting Officer)	29-Jun-2018

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of \$2,860,000.00 to CLIN 7000 and \$390,000.00 to CLIN 9000 for a total amount of \$3,250,000.00 in accordance with PR 1300725808. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,500,000.00 by \$3,250,000.00 to \$4,750,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700002	O&MN,N	0.00	2,860,000.00	2,860,000.00
900002	O&MN,N	0.00	390,000.00	390,000.00

The total value of the order is hereby increased from \$6,702,582.37 by \$0.00 to \$6,702,582.37.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	J058	FY18 O&M funding (O&MN,N)	1.0	LO	\$5,211,853.02	\$416,948.24	\$5,628,801.26
700001	J058	INCREMENTAL FUNDING (O&MN,N)					
700002	J058	(O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001		Not Separately Priced, Funding in support of CDRLs for CLIN 7000.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	J058	ODC in support of CLIN 7000 (O&MN,N)	1.0	LO	\$1,073,781.11
900001	J058	INCREMENTAL FUNDING (O&MN,N)			
900002	J058	(O&MN,N)			

ADDITIONAL SLINS

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

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

(a) For purposes of this task order, "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), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of the basic contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified 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 task order. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this task order.

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Year	CLIN	Fixed Fee	Hours	Fee per Direct Labor Hour
Base Year Funding Source #1	7000		53,456	

(End Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

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

SHORT TITLE: Digital Video Broadcast – Return Channel Satellite (DVB-RCS) Field Service Representative (FSR) Services

1.0 PURPOSE

To acquire program management, engineering, help desk, installation, maintenance, sustainment, training and logistics support for DVB-RCS Field Service Representative (FSR) services supporting Overseas Contingency Operations (OCO). Systems include Digital Video Broadcast – Return Channel Satellite (DVB-RCS), Enhanced DVB-RCS, and similar future systems development.

1.1 BACKGROUND

Digital Video Broadcast – Return Channel Satellite (DVB-RCS) are two-way C4ISR systems designed to meet the ever-increasing bandwidth demand for Tactical Airborne Intelligence, Surveillance, and Reconnaissance (AISR) products. These systems are primarily used to backhaul operational Full Motion Video (FMV). In addition, these systems provide Command and Control (C2) access via Defense Information Systems Agency (DISA) Gateway. Space and Naval Warfare Systems Center (SSC) Atlantic currently provides government and contractor engineering and technical support for systems engineering, design, transition planning, operation, maintenance, sustainment, training and logistics for Defense Information Systems Agency (DISA) of United States Central Command (USCENTCOM), United States Special Operations Command (USSOCOM), and United States Africa Command (USAFRICOM) and DVB-RCS suites supporting Overseas Contingency Operations (OCO).

1.2 SCOPE

This PWS covers a full range of post-deployment system support services to assist and support the Department of the Navy, SSC Atlantic code 55230 in its duties and responsibilities to deliver world-class C4I Communications systems and services to Defense Information Systems Agency (DISA) and United States Combatant Commands (USCENTCOM, USSOCOM, USAFRICOM). The range of services includes subject matter expertise from in-theater help desk support services to equipment procurement and logistics support. DVB-RCS systems will include DVB-RCS (User Subscriber Suites, Production Subscriber Suites, Enhanced Production Subscriber Suites, enhanced SOCOM DVB-RCS suites), and similar future systems development. Support will initially include 60 terminals. Future requirements project the number of suites to increase to approximately 120 terminals over the next 2-4 years.

The TO period of performance spans one (1) base year.

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NOTE: Work will be performed primarily in Afghanistan, Iraq, and other sensitive Southwest Asia locations.

2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

The contractor shall ensure all work accomplished utilizes the latest, relevant industry practices and standards when applicable unless otherwise indicated by text. In accordance with Defense Acquisition Policy, maximum utilization of non-Government standards will be made whenever practical.

2.1 REQUIRED DOCUMENTS

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

	Document Number	Title
a.	SPAWARSYSCENLANT INST 12910.1B	Deployment of Government and Contractor Personnel Outside the Continental United States dtd 23 Aug 2016
b.	DFARS PGI 225.371	Contractor Personnel Supporting U.S. Armed Force Deployed Outside the United States
c.	SPAWARSYSCEN	DVB-RCS FSR Services Contract
d.	SECNAVINST 4440.34	Secretary of the Navy Instruction – Implementation of Item Unique Identification within the DoN, dtd 22 Dec 09
e.	SECNAVINST 5239.3B	DoN Information Assurance Policy, 17 Jun 09
f.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
g.	SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
h.	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
i.	DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
j.	DoD 5200.2-R	DoD Regulation – Personnel Security Program (and subsequent revisions) dtd Jan 87
k.	DoDM 5200.01	DoD Manual – Information Security Program Manual dtd 24 Feb 12

i.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
m.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
n.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM) dtd 28 Feb 06
o.	DoDI 5220.22	DoD Instruction – National Industrial Security Program dtd 18 Mar 11
p.	DoDI 8500.01	DoD Instruction – Cybersecurity dtd 14 Mar 14
q.	DoD 8570.01-M	Information Assurance Workforce Improvement Program dtd 19 Dec 05 with Change 3 dtd 24 Jan 12 and Change 4 dtd 10 Nov 15 (and subsequent revisions)
r.	SECNAV M-5510.30	Secretary of the Navy Manual – DoN Personnel Security Program dtd Jun 2006
s.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
t.	SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05

2.2 GUIDANCE DOCUMENTS

The contractor shall utilize the following guidance documents in support of this task order. The documents referenced in this section list the minimum version dates; however, the document's effective date of issue is the task order's request for proposal issue date.

	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), 20 Dec 11
f.	DoDI 4151.19	DoD Instruction – Serialized Item Management (SIM) for Life-Cycle Management of Materiel, 9 Jan 14
g.	DoDI 4161.02	DoD Instruction – Accountability and Management of Government Contract Property, 27 Apr 12
h.	DoDI 8320.04	DoD Instruction – Item Unique Identification (IUID) Standards for Tangible Personal Property, 3 Sep 15

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	Document Number	Title
i.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
j.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
k.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
l.	ISO/IEC 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
m.	ANSI/EIA-748A	America National Standards Institute/Electronic Industries Alliance Standard – Earned Value Management (EVM) Systems
n.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
o.	DoDM-1000.13-M-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle dtd 23 Jan 14
p.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
q.	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
r.	N/A	SPAWARSYSCEN Atlantic Contractor Check-in portal – https://wiki.spawar.navy.mil/confluence /display/SSCACOG/Contractor+Checkin
s.	N/A	SSC Atlantic OCONUS Travel Guide portal – https://wiki.spawar.navy.mil/confluence/display /SSCACOG/OCONUS+Travel+Guide
t.	N/A	DOD Foreign Clearance Guide- https://www.fcg.pentagon.mil/fcg.cfm
u.	N/A	COMSPAWARSYSCOM Code 80330 mandatory training webpage- https://wiki.spawar.navy.mil/confluence/display /HQ/Employee+Mandatory+Training

2.3 SOURCE OF DOCUMENTS

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

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

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

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

3.0 PERFORMANCE REQUIREMENTS

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

Note: In compliance with SPAWARINST 4720.1A – SSC Atlantic Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 24 Apr 12, the contractor shall ensure proper notification and status updates of installation work performed outside of SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SSC ATLANTIC 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 supporting two-way Satellite Communication (SATCOM) Very Small Aperture Terminals (VSAT) used for Tactical Aerial Vehicle Full Motion Video (FMV) backhaul and C2 services. DVB-RCS systems will consist of Internet Protocol (IP) based satellite modems, computers/laptops, routers, switches, video encoders, antenna kits, set-top boxes, encryption devices, and other subcomponents. Such systems include, at a minimum:

- a. Digital Video Broadcast – Return Channel Satellite (DVB-RCS)

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b. SOCOM DVB-RCS with Enhanced Bandwidth Efficient Modem (EBEM)

3.1.2 OCONUS Deployment and Hostile Areas

The contractor shall have expertise in deploying and travelling to/from Outside the Continental United States (OCONUS) locations designated as hostile environments. This consist of working with embassies, U.S. Government agencies, and local governments to obtain required documents such as passports, visas (individual and company business licenses), country clearances, Letters of Authorization (LOA), medical vaccinations, and other various access and badging requirements.

3.2. PROGRAM MANAGEMENT

The contractor shall assist the government project manager providing support at the sponsor level.

3.2.1 Program Support

The contractor shall work closely with the government project manager supporting the needs of the program at the sponsor level. Coordination of meetings, preparing budget drills, developing agenda items, attendance at high-level meetings, generating minutes, and tracking action items are 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. Program support may require significant coordination and interface with various Department of Defense (DOD) and non-DOD activities located in and out of Continental United States (CONUS).

3.2.1.1 If there are any programmatic personnel changes, the contractor shall provide a detailed transitional turnover of any and all information required for the new team member to perform all activities.

3.2.1.2 The contractor shall assist the Government with transition and turnover of contractor support requirements with the current FSR support task order N00178-07-D-5143-V702, including management, inventory, information and tasking. The contractor shall provide a transition plan that demonstrates the ability to begin successful performance at time of award, at 30 days after award, and at 60 days after award and support uninterrupted workflow during the transition process.

3.2.1.3 The contractor shall have the ability to host weekly and special telephone conferences (TELCONs) applicable to information and support services related to this PWS. These TELCONs will be able to support attendance by government and contractor team members stateside and at OCONUS FSR base locations.

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3.2.2 Program Support Documentation

The contractor shall develop and draft various program management (PM) documents. At a minimum, the following documents are typical PM deliverables that the contractor shall have knowledge writing:

- Statement of Work or Performance Work Statement
- Cost Estimation
- Meeting Agenda and Minutes
- Plans of Action and Milestone
- Work Breakdown Structure (WBS)
- Various Program Acquisition related documents: Mission Needs Statement (MNS), Capability Production Documentation (CPD), Operational Requirements Document (ORD), etc.

3.2.2.1 The Contractor shall submit Monthly Financial Reports (CDRL A001) monitoring schedule, costs and work performed. Financial reports will include labor categories, labor rates, hours worked in each labor category, names of personnel and individual hours worked, labor expenditures, travel, materials and other ODCs expended within the month. The report shall be submitted no later than the 15th day of the month. The contractor shall also include supplemental documentation, including copies of travel vouchers, receipts, and invoices for all direct travel, materials, and/or subcontracted services or products.

3.2.2.2 The Contractor shall submit Weekly Delivery Status Reports. These reports shall reflect work completed, FSR and personnel movements, programmatic changes, inventory of critical spares, equipment procurements, return material authorizations (RMA) and shipping status, and key issues. (CDRL A002)

3.2.2.3 The Contractor shall maintain and submit a monthly inventory report that reflects requests for additional spares equipment, and detailed inventory of all fielded and spare Tactical AISR system equipment at all contractor locations, and notify the Government upon inventory changes. This will be provided on the 15th of each month. At a minimum the following must be tracked: Item description, manufacturer, model number, serial number, quantity, warranty expiration and location. Catalog controlled inventory item codes will be provided by DISA for applicable parts. (CDRL A003)

3.2.2.4 The Contractor shall submit a Task Order Closeout Report (CDRL A004) within thirty (30) calendar days following completion of this tasking. In the event an extension is issued to this task order, a preliminary closeout report is due within fifteen (15) calendar days following the original Period of Performance (POP), followed by a final closeout report due within thirty (30) calendar days after the extended POP.

3.2.2.5 The Contractor shall submit a Management Plan (CDRL A005) within fifteen (15) calendar days of contract award. The Management Plan shall identify the contractor's organizational structure,

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procedures, personnel, responsibilities and duties required to perform all tasks in this PWS. This Management Plan shall also include a Configuration Management Plan that identifies a standard process of procuring, housing and maintaining all systems, equipment, tools and parts on site at contractor facilities and FSR base locations.

3.2.2.6 If there are any programmatic personnel changes, the contractor shall provide a detailed transitional turnover of any and all information required for the new team member to perform all activities.

3.3 TECHNICAL FIELD SERVICE REPRESENTATIVE SUPPORT

3.3.1 On-Site Lead Field Technician Maintenance and Liaison Support

The primary responsibility of the lead field technician is to coordinate and manage the systems and personnel supporting the installation, maintenance, and troubleshooting of the DVB-RCS systems and supported users to ensure an operational and properly functioning system. The lead field technician shall perform liaison duties and briefing requirements to the military, Government, and on-site personnel, as applicable based on the staff requirements. The lead field technician shall perform the same duties as defined in the field technician, manage help desk operations and provide helpdesk support, provide technical assistance to end users, provide report(s) of technical issues/solution(s), provide updated personnel and equipment status and locations, and provide the program manager with reports and weekly/monthly status updates.

3.3.1.1 Design Changes

The contractor shall ensure any equipment/system installed or integrated into Navy platform will meet the cybersecurity requirements as specified under DoDI 8500.01.

3.3.2 On-Site Field Technician Maintenance and Liaison Support

The primary responsibility of the on-site field technicians is providing support to the units and operators, and providing helpdesk functions. Field Technicians will also assist DVB-RCS users in maintaining an operational and properly functioning system. Field technicians shall be required to travel to subscriber end-user locations as an extension of the help desk. In general, the help desk will provide the following types of assistance:

3.3.3 CONUS Field Technician and Liaison Support

The primary responsibility of the CONUS field technicians is providing DVB-RCS systems' training to CONUS based units preparing for deployment, and maintaining readiness to deploy to subscriber end-user locations as an extension of the help desk. CONUS field technicians shall also assist in providing help desk functions to deployed units and subscriber end-users, and shall be ready replacements for OCONUS helpdesk field technicians.

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3.3.4 FSR Help Desk /Customer Support

The contractor shall provide one onsite lead field technician, and at minimum, two onsite support technicians, for manning at designated FSR base operation help desk locations, such as Afghanistan. Manning of the help desk locations will be required 24 hours a day, 7 days a week. Field technicians should work 12 hours a day, 7 days a week, on a rotational basis, to ensure all calls to the help desk are answered.

3.3.4.1 The contractor shall provide initial telephonic assistance to DVB-RCS customers when they have questions and/or need assistance with troubleshooting of subscriber end-user hardware. The contractor shall provide acknowledgement to the subscriber end-user as soon as possible, but no later than 12 hours after the initial request. Appropriate contractor response shall include, at a minimum, gathering information necessary to document the problem and develop a plan of corrective action to return the subscriber end-user to an operational status. The contractor shall include a log detailing all calls received on the Weekly Delivery Status Report (CDRL A002).

3.3.4.2 The contractor shall attempt to assist the subscriber end-user with correcting the problem using telephonic assistance first. When determined necessary and as future system requirements develop, the contractor shall send the on-site field technician(s) to the subscriber end-user locations for fielding, installation, repair, maintenance, troubleshooting, training, and/or upgrade of a system. The contractor shall make reasonable attempts to correct the problem expediently, within the limitations of real-world operations.

3.3.4.3 Upon completion of a site visit, the field technician shall submit, using a government provided template, a report of work accomplished, configuration changes, and equipment used or transferred no later than 5 days after completion of the trip. Trip report should be submitted to the Contracting Officer's Representative and Theater Information Manager. (CDRL A007)

3.3.4.4 The Contractor shall notify the subscriber end-user, Government representatives, Contract Officer Representative (COR), Theater Information Manager (TIM), and Tactical Mission Manager (TMM) /Network Operations (NETOPS) center or equivalent in the event that plans for corrective action should exceed 5 calendar days via email, and shall document in the Weekly Delivery Status Report (CDRL A002).

3.3.4.5 The contractor shall interface between Government representatives, Tiered Support, Gateway Technicians, Contract Officer Representative (COR), Theater Information Manager (TIM), and Tactical Mission Manager (TMM) /Network Operations (NETOPS) center and the subscriber end-users on technical and programmatic issues.

3.3.4.6 The Contractor shall coordinate field technicians' leave schedules with Government agencies at least 2 weeks before departure to ensure that the mission is not impacted. The contractor shall ensure that there is at a minimum, 2 weeks separation between FSR individual approved leave at each location.

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3.3.5 Research, Analysis, Planning and Preparation

The contractor shall prepare reports, plans, summaries and/or briefings in a Weekly Delivery Status Report (CDRL A002) that describe the topics described above. The contractor's format is acceptable.

3.3.6 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.

3.3.6.1 Cybersecurity Personnel

(a) In accordance with DFARS 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 Cybersecurity Workforce (CSWF). See PWS Para 5.2.1.4 for CSWF Report (CDRL A013) requirements. Although the minimum frequency of reporting is monthly, the task order can require additional updates at any time.

3.3.7 Equipment and Material Support

The contractor shall provide various equipment/material support that ranges from engineering, research, procurement, fabrication, integration, and delivery.

3.3.7.1 Equipment/Material Research

DVB-RCS systems are comprised primarily of Commercial-Off-The-Shelf (COTS) components. Circumstances frequently arise where these components become End-of-life (EOL) and are no longer produced or supported by the manufacturer(s). The contractor shall research and perform market analysis for availability of adequate functional replacements for EOL components, and provide recommendations for integration and fielding of replacements.

3.3.7.2 Equipment/Material Procurement

Pursuant to SPAWARINST 4440.12, the contractor shall procure items listed in the Contractor Acquired

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Property (CAP), attachment 8. The contractor shall ensure acquisition selection factors include price, availability, reliability, and supportability within current supply system. The contractor shall keep source selection records and make it available for government review as needed. The contractor shall provide all support data and cost estimates necessary to justify a fair and reasonable price per item procured. The contractor shall have an adequate accounting system to track all items and the delivery status per item. After receipt, the contractor shall have an adequate property management system to track the item location per item. Unless otherwise noted, all items procured by the contractor shall be utilized or staged at the contractor's facility, transported by the contractor to the installation, integrated or consumed in a system, or returned to the government at the completion of the TO. The contractor shall be responsible for generating inventory tracking report(s) (CDRL A003) for the task order summary report. Contractor shall recommend items that conform to applicable product validation, identification, and tracking requirements.

(a) Product Validation – The contractor shall certify that it purchases supplies from authorized resellers and/or distributors. Unless otherwise specified, the contractor shall warrant that the products are new, in their original box. The contractor shall obtain all manufacturer products from authentic manufacturers or through legal distribution channels only, in accordance with all applicable laws and policies at the time of purchase. The contractor shall provide the Government with a copy of the End User license agreement, and shall warrant that all manufacturer software is licensed originally to Government as the original licensee authorized to use the manufacturer software. The contractor shall track the licensing information and have it available for government review as needed.

(b) Cybersecurity/Computer Security Requirements – The contractor shall ensure that all products recommended and/or procured that impact cybersecurity or Information Assurance (IA) shall be selected from the NIAP Validated Products List. The contractor shall ensure the products chosen are based on the appropriate Evaluated Assurance Level (EAL) for the network involved, and utilized in accordance with latest Defense Information Systems Agency (DISA) policy. The contractor shall store all product information and have it available for government review as needed.

(c) Item Unique Identification (IUID) –

Item Unique Identification (IUID) – In accordance with SECNAVINST 4440.34, the contractor shall ensure that certain delivered items manufactured, integrated, or purchased (depending if item meets a unit cost threshold, is serially managed, or if government specifies identification required) have an item unique identification or Unique Item Identifier (UII). If specified by the Government, prior to delivery, the contractor shall clearly mark and identify each applicable item based on the guidance provided in DoD MIL-STD-130N for those items not already marked. With Government concurrence, the contractor shall specify the construct, syntax, marking methodology, and quality methodology chosen to mark the required parts and any corresponding technical justification. All IUID information shall be recorded and shall be subject to Government review. The contractor shall track IUID items and maintain information being recorded. Prior to delivery of applicable CAP item, the contractor shall register items with Unique Item Identifier (UII) in the IUID Registry.

(i) After CAP is delivered to the government, the contractor shall enter all items with Unique Item

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Identifier (UII) in the IUID Registry. The contractor shall register and validate each IUID in the IUID Registry. The contractor shall submit IUID data via Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) (formerly Wide Area Workflow (WAWF)) as part of the Material Inspection and Receiving Report.

(ii) Contractor shall be responsible maintaining and updating information in the IUID Registry. Contractor shall update custody status when items are designated as government furnished material, returned to government position, change physical location, or has been consumed, destroyed, scrapped, lost or abandoned during contract/TO performance.

(d) Radio Frequency Identification (RFID) – In accordance with DFARS clause 252.211-7006, and Under Secretary of Defense Memo Radio Frequency Identification (RFID), July 30, 2004, the contractor shall mark applicable items with Radio Frequency Identification (RFID).

3.3.7.3 Property/Inventory Tracking

In accordance with FAR clause 52.245-1, the contractor shall create and maintain internal records of all government property accountable to the contract/TO, including Government-furnished and Contractor-acquired property. The contractor shall record each item delivered and/or ordered in a Material Inspection and Receiving Report/Inventory Tracking Report (CDRL A010) as specified in DFARS clause 252.211-7003. At a minimum, the report shall track the following information: item description, order date, serial number, model number, lot number, delivery location, and the manufacturer warranty period and expiration date, if applicable. The contractor shall have inventory report information available for government review as needed, and the contractor shall ensure the report information has the ability to be sorted and manipulated by any of the input fields. Separate from the government tracking system, the information in the contractor's records is a backup to the government records; therefore, the government will own all data rights to the collected information.

3.3.8 Warranty Tracking of Serialized Items

As specified in DFARS clause 252.246-7006 and Instructions for Electronic Submission of Warranty Tracking and Administration Information for Serialized Items (see CDRL A008), the contractor shall follow the requirements for any serialized item manufactured or acquired that come with a warranty:

3.3.8.1 For government specified warranty terms, the government will complete certain fields on the Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) form and electronically forwarded them to contractor. The contractor shall complete the remaining sections of the WTI and WSRI and forward the forms (CDRL A008) to the Contracting Officer and COR at time of delivery of the warranted serialized item(s).

3.3.8.2 For contractor/vendor specified warranty terms, the contractor shall complete all data elements for both the WTI and WSRI and shall forward the forms (CDRL A008) electronically to the

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tech code. The WTI shall be returned to the Contracting Officer and COR at contract/TO award. The WSRI shall be returned to the Contracting Officer and COR at contract/TO award or at time of delivery of the warranted serialized item(s).

3.3.8.3 For receipt and acceptance of items, the contractor shall comply with the following requirements:

(a) If the WTI and WSRI are submitted manually (as a PDF file), the contractor shall forward documents to COR for review. The contractor shall forward approved documents to government personnel responsible for posting the forms to Electronic Data Access (EDA).

(b) If utilizing the Wide Area WorkFlow (WAWF), the contractor shall ensure that the required warranty data is electronically submitted using the Contract Data Requirements List (CDRL) exhibit line item number (ELIN) functionality for the WAWF Materiel Inspection and Receiving Report or WAWF Repairable Receiving Report, as applicable.

3.3.9 Warranty Management

The contractor shall serve as the warranty manager by tracking the applicable government acceptance dates/receipt dates against the serial number of equipment or the lowest replaceable unit (LRU) of a system. As warranty manager, the contractor shall, unless otherwise directed, submit warranty data on Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) as specified on the Warranty Tracking and Administration for Serialized Items (CDRL A008). The contractor shall upload data to the Wide Area WorkFlow (WAWF) Materiel Inspection and Receiving Report (or WAWF Repairable Receiving Report, if appropriate).

3.3.9.1 If there is no compatible government data base to maintain and track warranty life spans for the Government furnished property and/or Contractor-acquired property under the task order, the contractor shall internally track items by task order, serial numbers, and the information shall be updated monthly to identify the time left on the original warranty. The contractor shall provide the government a copy of the warranty information in an inventory tracking report (CDRL A003).

3.3.9.2 When an item has failed, the contractor shall determine if the item is still under warranty. If the item is under warranty, the contractor shall obtain a Return for Maintenance Authorization (RMA) number and instructions on how to get the product repaired or replaced from the manufacturer or authorized distributor. A Warranty and Non-Warranty Failure Status Repair Report (CDRL A009) shall be submitted to the COR on all warranty and non-warranty actions taken during the preceding quarter and collected cumulatively. The contractor shall submit the report within fifteen (15) days of the completion of the quarter. Quarters will be based on the fiscal year beginning in the month of October.

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3.3.10 Maintenance

This type of work entails, at a minimum, the following: maintenance, overhaul, troubleshooting, and repair of a system and/or equipment. Maintenance support work may or may not involve traveling. Contractor personnel shall be highly experienced in electronic systems and familiar with the particular system, unless otherwise stated in the task order.

3.3.11 Equipment/System Disposal

This type of work shall be coordinated at local facilities and unit property management where equipment is located unless coordinated and directed by Government representative to dispose of equipment after transfer and shipment to disposing agency.

3.3.12 Integration

This type of work shall be coordinated at the subscriber end-user local facilities to interconnect the Tactical AISR system(s) into unit and/or location network(s) for dissemination of data being provided.

3.3.13 System Delivery/ Deployment

This type of work shall be performed and coordinated with the subscriber end-use local unit and equipment as necessary to match the unit deployment(s) and need for equipment from CONUS and OCONUS staging locations.

3.3.14 Test and Checkout

This type of work shall be performed and coordinated with the subscriber end-user local unit and equipment as necessary to ensure systems are operational and functional.

3.4 LIFECYCLE LOGISTICS SUPPORT

The contractor shall be able to apply engineering and analytical disciplines required to implement life-cycle (acquisition) logistics as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment, and improvement modifications of cost effective components that meet Tactical AISR system requirements. The principal objective of lifecycle (acquisition) logistics are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle, and that the research and development facilities and infrastructure elements necessary to the design, development, fielding, and operational support of the system are identified, developed, acquired, and supported. Lifecycle Logistics is NOT to be confused with supply logistics which is a very general and non-technical term.

3.4.1 ILS Documentation

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The contractor shall review and provide input during preparation and updating of Integrated Logistics Plans, Life Cycle Sustainment Plans (LCSP), Joint Integrated Logistics Support Plans (JILSP) and other required logistics documentation.

3.4.2 Perform Level of Repair Analysis (LORA)

The contractor shall provide equipment warranty support for individual spare parts procured by the contractor. The contractor shall be responsible for repair or replacement of defect equipment purchased by the Contractor or the Government. The contractor shall be required to ship warrantied items to CONUS stateside locations for repair/replacement.

3.4.2.1 The Contractor shall be the receiving authority for all incoming equipment marked for Tactical AISR system sparing or repair. The Contractor shall determine the condition of the equipment upon arrival and determine next course of action.

3.4.3 Training

The contractor shall apply the engineering and analytical disciplines required to ensure that the subscriber end-user and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and attitudes regarding the Tactical AISR systems they operate and maintain.

3.4.3.1 The contractor shall provide indoctrination, site-specific, or other training for the subscriber end-user and technical support community personnel. The contractor shall provide training for existing and new equipment at a depth and level sufficient for technicians and maintenance personnel to operate, maintain, and repair the equipment as specified by the Government.

3.4.3.2 The contractor shall assist the Government in preparing and updating training material, such as curriculum, slides, test plans, grading criteria, and other associated documentation.

3.5 LOGISTICS MANAGEMENT SUPPORT

The contractor shall provide logistics management and inventory control of Government Property used to support projects the contractor is engineering and installing. The contractor shall submit requests, procure, track, ship, and receive equipment and materials for assigned project tasks. The contractor shall utilize the DOD transportation system for shipping if applicable. Section 10 of this PWS provides contractor facility requirements. Section 11 of this PWS provides guidance on Property Administration.

3.5.1 The Contractor shall procure and ship spare parts of common failed DVB-RCS system components. See Contractor Acquired Property (CAP), attachment 8 for a list of potential spare parts the contractor may be tasked to procure under this PWS.

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3.5.2 The Contractor shall house and maintain the required spare parts of common failed components onsite at primary FSR Base operation locations.

3.5.3 The Contractor shall house and maintain operational DVB-RCS systems located on-site at Primary FSR Base operation locations for troubleshooting. See paragraph 3.1.1 for system descriptions.

3.5.4 The Contractor shall package and crate the shipments to and from subscriber end-user locations. All equipment must be packaged to withstand commercial shipping to anywhere in the world. Best commercial practice is acceptable.

3.5.5 The Contractor shall be the interface for shipment of the spare parts from Primary FSR Base operation locations to the subscriber end-user. Contractor shall assist the Government as needed in shipping required parts via military air (MILAIR) transportation.

3.5.6 Upon shipment of equipment, the Contractor shall assist the Government in tracking of the equipment until it reaches final destination.

3.5.7 The Contractor shall configure the spare parts upon arrival, per the system configuration handbooks and technical manuals provided by the Government.

3.5.8 The contractor shall maintain storage of spare equipment at a supply point in the Continental United States (CONUS). This supply point shall be the shipping location of returned equipment from theater, and destination for RMAs from vendors. The supply point shall also be used as a means to transfer Government equipment from CONUS to theater(s).

3.5.9 The contractor is responsible for acquiring and maintaining all equipment required to complete all tasks described in this PWS, such as test equipment, equipment, and materials to support system installation, troubleshooting, maintenance, and training.

3.5.10 The contractor shall provide heavy equipment leasing, to include trucks, trailers and forklifts as necessary.

3.6 SECRETARIAL SUPPORT

The contractor shall provide secretarial support in preparing and formatting reports, forms, and documentation in this PWS, for distribution between contractor and Government.

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4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

4.2.1 DoN Enterprise Licensing Agreement/DoD Enterprise Software Initiative Program

Pursuant to DoN Memorandum – Mandatory use of DoN Enterprise Licensing Agreement (ELA) dtd 22

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

4.2.2 DoN Application and Database Management System (DADMS)

The contractor shall ensure that no Functional Area Manager (FAM) disapproved applications are integrated, installed or operational on Navy networks. The contractor shall ensure that all databases that use database management systems (DBMS) designed, implemented, and/or hosted on servers and/or mainframes supporting Navy applications and systems be registered in DoN Application and Database Management System (DADMS) and are FAM approved. All integrated, installed, or operational applications hosted on Navy networks must also be registered in DADMS and approved by the FAM. No operational systems or applications will be integrated, installed, or operational on the RDT&E network.

4.3 Section 508 Compliance

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

5.0 TASK ORDER ADMINISTRATION

Administration of the work being performed is required; it provides the Government a means for task order management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the Government's requirements are met, delivered on schedule, and performed within budget.

5.1 TASK ORDER LIAISON

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

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and facility security. In support of open communication, the contractor shall initiate periodic meetings with the COR.

5.2 TASK ORDER MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day in order to facilitate a timely task order (TO) award or 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 award 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 task order 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)

The contractor shall develop Task Order Status Reports (CDRL A012) and submit them monthly. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

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

(b) Weekly TOSR – the contractor shall develop and submit a weekly TO Status Report which is e-mailed to the COR no later than close of business (COB) every Friday. The first report is required on the first Friday following the first full week after the TO award date. The contractor shall ensure the initial report includes a projected Plan Of Action and Milestones (POA&M). In lieu of a formal weekly report, larger, more complex TOs requires an updated Earned Value Management report. At a minimum unless otherwise noted, the contractor shall include in the weekly report 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

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

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

5.2.1.2 Task Order Closeout Report

The contractor shall develop a task order (TO) closeout report (CDRL A004) and submit it no later than 30 days after the TO completion date. The Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 (Exhibit A) for additional reporting details and distribution instructions.

5.2.1.3 Cybersecurity Workforce (CSWF) Report

In accordance with DFARS clause 252.239-7001 and DoD 8570.01-M, the contractor shall identify cybersecurity personnel, also known as CSWF and Cyber IT workforce personnel. The contractor shall develop, maintain, and submit a monthly CSWF Report (CDRL A013) identifying CSWF individuals who are IA trained and certified. Utilizing the format provided in CDRL A013 Attachment 1 of Exhibit A, 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. Although the minimum frequency of reporting is monthly, the COR can require additional updates at any time. Contractor shall verify with the COR or other Government representative the proper labor category CSWF designation and certification requirements. The primary point of contact (POC) for all related CSWF questions is the Command CSWF Program Manager (PM) in the office of the SPAWARSCEN Atlantic Information Systems Security Manager (ISSM).

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:

- (a) Enterprise-wide Contractor Manpower Reporting Application

Pursuant to NMCARS 5237.102-90, the contractor shall report all contractor labor hours (including

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subcontractor labor hours) required for performance of services provided under this task order for the DoD via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). The Product/Service Codes (PSC) for contracted services excluded from reporting are as follows:

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

The contractor shall completely fill-in all required data fields using the following web address: <https://www.ecmra.mil>. Reporting inputs consists of labor hours executed during the TO period of performance within each Government fiscal year (FY) which runs from October 1 through September 30. While inputs may be reported any time during the FY, the contractor shall report all data no later than October 31 of each calendar year. Contractors may direct questions to the help desk at <http://www.ecmra.mil/>.

5.2.1.5 WAWF Invoicing Notification and Support Documentation

Pursuant to DFARS clause 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (part of the Wide Area Work Flow (WAWF) e-Business Suite) which is a secure government web-based system for electronic invoicing, receipt, and acceptance. In accordance with clause 252.232-7006, the contractor shall provide e-mail notification to the COR when payment requests are submitted to the iRAPT/WAWF and the contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. The contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A015) directly to the COR within 24 hours of request to assist in validating the invoiced amount against the products/services provided during the billing cycle.

5.2.1.6 Labor Rate Limitation Notification

As part of the monthly TOSR, the contractor shall monitor the labor rates identified in CDRL A012 of Exhibit A – Personnel Listing. The contractor shall deliver required notification if specified criteria and threshold values are met. The ability of a contractor to monitor labor rates effectively will be included in the task order Quality Assurance Surveillance Plan (QASP).

- (a) Fully burdened labor rates per individual (subcontractor included) – If the fully burdened rate (including fee, which also extends to prime contractor fee on subcontractor labor) of any individual in any labor category exceeds the threshold amount of \$182.00/hour and the individual's rate was not disclosed in pre-award of the task order, the contractor shall send notice and rationale

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(CDRL A016) for the identified labor rate to the COR who will then send appropriate notification to the Contracting Officer.

If the number of hours anticipated to be billed for an *individual* within one labor category is equal to or less than 200 labor hours for any given period of performance (e.g., base period, option year 1, or option year 2) for this effort, the hours to be billed for the individual are excluded from the CDRL notification.

(b) Negotiated versus actual average labor rates variance – If the actual average labor rate (inclusive of fee) (total actual fully burdened labor costs “divided by” total number of hours performed) compared to the negotiated average labor rate (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) is greater than 20 %, the contractor shall send notice and rationale (CDRL A015) of the rate variance to the COR who will then send appropriate notification to the Contracting Officer. The contractor shall annotate the monthly percentage rate variance between the actual average labor rate versus the negotiated average labor rate in the TOSR.

5.2.1.7 ODC Limitation Notification

The contractor shall monitor Other Direct Costs (ODCs) as part of the monthly contract/TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the awarded amount) by 10%, the contractor shall send notice and rationale (CDRL A016) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a contractor to monitor ODCs will be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

5.2.1.8 Limitations on Subcontracting

FAR 52.219-14, limitations of subcontracting is applicable for task orders that have been wholly or partially set aside for small business or 8(a) concerns. The contractor shall develop and submit a Limitation of Subcontracting Report (LSR) (CDRL A017) every 3 months. See applicable DD Form 1423 for reporting details and distribution instructions. The labor cost provided should correspond to the cumulative monthly submitted invoices. The Government reserves the right to perform spot checks and/or request copies of any supporting documentation.

5.2.1.9 Contractor Census Report

Pursuant to CENTCOM Joint Theater Support Contracting Command (C-JTSCC) clause 5152.225-5904, Monthly Contractor Census Reporting, work performed in Afghanistan requires a monthly report (CDRL A018) that the contractor shall submit to the Contracting Officer. See clause for specific reporting requirements.

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5.3 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this task order does not require Earned Value Management (EVM) implementation due to the majority of efforts on this contract is non-scheduled based (i.e., level of effort) and does not lend itself to meaningful EVM information. In lieu of EVM, the contractor shall develop and maintain, a Contract Funds Status Report (CDRL A011) to help track cost expenditures against performance.

6.0 QUALITY

6.1 QUALITY SYSTEM

Upon task order award, the prime contractor shall have and maintain a quality system that meets contract and task order requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The contractor shall have an adequately documented quality system which contains processes, procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system, which includes an internal auditing system. Thirty (30) days after task order award, the contractor shall be able to provide, as requested by the Government, a copy of the contractor's Quality Assurance Plan (QAP) and any other quality related documents(CDRL A022). The contractor shall make their quality system available to the Government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this task order may continue to be used. If any quality documentation is disapproved or requires revisions, the contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan or quality system, and development of quality related documents. At a minimum, the contractor shall ensure their quality system meets the following key criteria:

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

6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

6.2.1 General

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The contractor shall have processes in place that coincide with the government's quality management processes. The contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the contractor shall also support and/or participate in event-driven milestones and reviews as stated in the Defense Acquisition University's (DAU's) DoD Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management System Chart which is incorporates multiple DoD directives and instructions – specifically DoDD 5000.01 and DoDI 5000.02. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with 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.

6.3 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. 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 A022) includes any of the following as applicable:

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

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

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6.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the task order's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A023) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A024) submitted monthly.

7.0 DOCUMENTATION AND DELIVERABLES

7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

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

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A001	Monthly Financial Report	3.2.2.1	MTHLY	15 th of Each Month	UNCLASS
A002	Weekly Delivery Status Report	3.2.2.2, 3.3.4.1, 3.3.4.4, 3.3.5	WEEKLY	Monday	UNCLASS
A003	Monthly Inventory Report	3.2.2.3, 3.3.7.2, 3.3.9.1	MTHLY	15 th of Each Month	UNLCASS
A004	Task Order Closeout Report	3.2.2.4, 5.2.1.2, 11.5	1 TIME	NLT 30 days before CTR/TO completion date	UNCLASS
A005	Management Plan	3.2.2.5	ASREQ	15 days after TO award	UNCLASS
A006	Reserved				

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CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A007	Trip Report	3.3.4.3	ASREQ	5 days after trip completion	SECRET
A008	Warranty Tracking and Administration for Serialized Items	3.3.8, 3.3.8.1, 3.3.8.2 3.3.9	ASREQ	SEE BLOCK 16 OF CDRL	UNCLASS
A009	Failure Status Repair Report	3.3.9.2	QRTLY	15 days after completion of the FY quarter	UNCLASS
A010	Material Inspection and Receiving Report/Inventory Tracking Report	3.3.7.3	ASREQ	Upon Shipment/Delivery of Items	UNCLASS
A011	Contract Funds Status Report (CFSR)	5.4	MTHLY	10 th of Each Month	
A012	Task Order Status Report (TOSR)	5.2.1.1, 8.1.2, 11.2.5	SEE BLK 16 of CDRL	SEE BLK 16 of CDRL	UNCLASS
A013	Cybersecurity Workforce (CSWF) Report	3.3.6.1(b), 5.2.1.3, 8.1.2	MTHLY	SEE BLOCK 16 OF CDRL	UNCLASS
A014	Contractor Manpower Quarterly Status Report (QSR)	5.2.1.4	QRTLY	15 Jan, 15 Apr, 15 Jul, & 15 Oct	UNCLASS
A015	Invoice Support Documentation	5.2.1.5	ASREQ	Within 24 hrs from request	UNCLASS
A016	Limitation Notification & Rationale	5.2.1.6, 5.2.1.7	ASREQ	Within 24 hrs from tripwire occurrence	UNCLASS
A017	Limitation to Subcontracting Report	5.2.1.8	QRTLY	NLT 105 DATO and every third month on the 10th	UNCLASS
A018	Contractor Census Report	5.2.1.9	MTHLY	1 st day after 1 st reporting period and monthly on the 1st	UNCLASS
A019	Reserved				

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CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A020	Reserved				
A021	Reserved				
A022	Quality Documentation	6.1, 6.4	ASREQ	As required by TO	UNCLASS
A023	Cost and Milestones Schedule Plan	6.5	1TIME	Due NLT 10 days after TO award date	UNCLASS
A024	Contractor CPARS Draft Approval Document (CDAD) Report	6.5	MTHLY	30 DATO and monthly on the 10 th	UNCLASS
A025	OCONUS Deployment Documentation and Package	13.4	ASREQ	First submission due NLT 7 days after TO award date	UNCLASS

7.2 ELECTRONIC FORMAT

At a minimum, the contractor shall provide deliverables electronically by e-mail; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. The contractor shall provide all data in an editable format compatible with SPAWARSYSCEN Atlantic corporate standard software configuration as specified below. Contractor shall conform to SPAWARSYSCEN Atlantic corporate standards within 30 days of contract 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 (CAL S 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

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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 contract shall be accessible by e-mail through individual accounts during all working hours.

7.3.2 Information Security

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

7.3.2.1 Safeguards

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

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

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Removable Storage.” The contractor shall ensure all solutions 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),

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personally identifiable information, export controlled).

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

7.3.2.2 Compliance

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

8.0 SECURITY

8.1 ORGANIZATION

8.1.1 Security Classification

As specified in the DoD Contract Security Classification Specification, DD Form 254, the contractor shall perform classified work under this task order. At the time of task order award, the contractor shall have SECRET facility clearance (FCL).

8.1.1.1 The following PWS task(s) requires access to classified information up to the level of SECRET: 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6. 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 contractor shall not generate any SCI deliverables.

8.1.2 Security Officer

The contractor shall appoint a Facility Security Officer (FSO) to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The FSO is a key management personnel who is the contractor's main POC for security issues. The FSO shall have a U.S. Government security clearance equal to or higher 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 an attachment to the contract/task order status report (CSR/TOSR) (CDRL A012). FSO shall also update and track data in the Cyber Security Workforce (CSWF) (CDRL A013).

8.2 PERSONNEL

The contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD 8570.01-M,

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

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

8.2.1 Personnel Clearance

The majority of personnel associated with this contract shall possess a SECRET clearance with SSBI (Tier 5) background investigation personnel security clearance (PCL). These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as applicable. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the Department of Defense Consolidated Adjudications Facility (DoD CAF) and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as applicable per DoDI 8500.01, DoD Instruction for Cybersecurity. Any future revision to the respective directive and instruction will be applied as a task order 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 SPAWARSYSCEN Atlantic security regulations. The contractor shall immediately report any security violation to the SPAWARSYSCEN Atlantic Security Management Office, the COR, and Government Project Manager.

8.2.2 Access Control of Contractor Personnel

8.2.2.1 Physical Access to Government Facilities and Installations

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

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

(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: SPAWARSYSCEN Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact SPAWARSYSCEN Atlantic Security Office directly for latest policy.

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

8.2.2.2 Identification and Disclosure Requirements

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

8.2.2.3 Government Badge Requirements

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

8.2.2.4 Common Access Card (CAC) Requirements

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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 is based on the following four criteria:

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

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

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

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

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-M-V1, CAC PKI certificates will be associated with an official government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract’s specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The

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following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SPAWARSYSCEN 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 SPAWARSYSCEN Atlantic IAM office at phone number (843)218-6152 or e-mail questions to ssc_lant_iam_office.fcm@navy.mil for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/pages/index.aspx>.
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 will be routed to the IAM office via encrypted e-mail to ssclant_it_secmtg@navy.mil.

8.2.2.5 Contractor Check-in and Check-out Procedures

All SPAWARSYSCEN Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access shall have a SPAWARSYSCEN Atlantic government sponsor and be in compliance with the most current version of Contractor Check-in and Check-out Instruction and Forms as posted on the Command Operating Guide (COG) website. At task order award throughout contract completion, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this contract 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 contract return all applicable government documents/badges to the appropriate government representative. NOTE: If the contractor does not have access to the SPAWAR COG website, the contractor shall get all necessary instruction and forms from the COR.

8.2.3 IT Position Categories

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

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

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

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

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

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

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

8.2.4 Security Training

Applicable for unclassified and classified contracts, contractor personnel (including subcontractors) shall complete all required mandatory Government training in accordance with COMSPAWARSYSCOM Code 80330 mandatory training webpage: <https://wiki.spawar.navy.mil/confluence/display/HQ/Employee+Mandatory+Training>. Contractors without access to the SPAWAR webpage shall coordinate with the COR concerning mandatory training as listed on the training webpage.

8.2.5 Disclosure of Information

In support of DFARS Clause 252.204-7000, contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized

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Government and contractor personnel who have a "need to know". The contractor shall not use any information or documentation developed by the contractor under direction of the government for other purposes without the consent of the government Contracting Officer.

8.2.6 Handling of Personally Identifiable Information (PII)

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

8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. Pursuant to DoDD 5205.02E and SPAWARINST 3432.1, SSC Atlantic's OPSEC program implements requirements in DoD 5205.02-M – 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 development their own internal OPSEC program specific to the contract 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. Contractor training 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 government facilities. The contractor shall ensure any training materials developed by the contractor shall be

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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 SSC contracts.

8.3.3 SPAWARSYSCEN 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 EFFECTIVE USE OF CONTROLS

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect task order related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. The contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this task order in compliance with all applicable PWS references. The contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation. The contractor shall follow minimum standard in SECNAV M-5510-36 for classifying, safeguarding, transmitting, and destroying classified information.

9.0 GOVERNMENT FACILITIES

Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. All Contractor personnel shall be supplied with access to government facilities at DISA HQ, and COCOM locations for access to C2 computers and monitoring of contract reporting and tracking. 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

This contract requires close liaison with the government. **The contractor shall be prepared to**

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establish a local facility within a sixty (60) mile radius of DISA HQ located at Ft. Meade, MD.

Close proximity allows for proper contract administration duties and access to C2 connectivity. The contractor's local facility shall include sufficient physical security to protect government assets. The contractor's facility shall meet all location and size requirements to perform work requirements within 30 days after task order award. Facility space shall include offices, conference rooms, lab work, secure storage, and a staging area for materials and equipment.

10.1. The contractor shall maintain lab and storage spaces certified for storage of hardware classified as SECRET, such as hard drives.

10.2 The contractor shall be responsible for obtaining Secure Internet Protocol Router Network (SIPRNET) connectivity over C2 capabilities. The contractor should either have access to a Government facility near their base of operations, or obtain necessary clearance/sponsorship and provide a facility and equipment for SECRET level Communications. The contractor is responsible for ensuring that the facility meets all requirements to house SIPRNET in the spaces. Access to DISA, SSC Atlantic, or COCOM facilities will be determined when required.

10.3 The contractor shall be responsible for obtaining Unclassified but Sensitive Internet Protocol Router Network (NIPRNET) connectivity, and that the facility meets all requirements to house NIPRNET in spaces The contractor shall be responsible for complete management to include purchase of equipment, installation, and issuing/control of access to NIPRNET.

11.0 TASK ORDER 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 task order will have the following property in support of the tasking requirements in PWS Para 3.0.

11.1.1 Intangible Property – Intellectual/Software

11.1.1.1 Government Furnished Information (GFI)

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

GFI will be utilized on this task order. Unless otherwise specified, the contractor shall limit all GFI distribution and inventory reports to a need-to-know basis and ensure all GFI is returned at completion of

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the contract/task order. GFI for this PWS is identified below:

	GFI	Estimated Delivery Date
	DVB-RCS Technical Manuals and Electronic Media	3 months after award of TO
	DVB-RCS Concept of Operations (CONOPS) Manuals	3 months after award of TO
	DVB-RCS List of Material (LOM) / List of Equipment (LOE)	3 months after award of TO

11.1.2 Tangible Property – Government Property (GP)

Government property used on task order includes all property owned or leased by the Government. Government property consists of Government-furnished property (GFP) and contractor-acquired property (CAP) Under this task order, the following government property shall be applicable:

11.1.2.1 Government-furnished Property (GFP)

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

In accordance with DFARS PGI 245.103-70, furnishing Government Property on this task order is authorized. The contractor shall utilize Government property in accordance with FAR clause 52.245-1 and 52.245-9. The contractor shall have the means to provide an effective and efficient stewardship of Government property. In accordance with PGI 245.103-72, GFP items will be identified on Scheduled GFP (SGFP) and/or Requisitioned GFP (RGFP) forms. NOTE: A contract/TO can only have one SGFP and/or RGFP form. Any required updates, corrections, or additions will require replacing the document of record rather than creating an additional document. The following types of government property are applicable on this task order:

(a) Government-Furnished Equipment (GFE) – No GFE will be provided on this TO.

(b) Government-Furnished Property (GFP) – Government-furnished property (GFP) is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. GFP is to be provided on this Task Order as identified on the Consolidated Government Furnished Property form, Attachment 7.

(c) Special Test Equipment (STE) – No STE will be provided on this TO.

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(d) Special Tooling (ST) – No ST will be provided on this TO.

11.1.2.2 Contractor-acquired Property (CAP)

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

Pursuant to SPAWARINST 4440.12A, the contractor shall provide CAP identified in Attachment 8. CAP items are acquired, fabricated, or otherwise provided by the contractor to support the task order and may be wholly provided to SPAWARISYSEN Atlantic, incorporated into a system, consumed, or delivered as an end item in the performance of the task order. Prior to actual items being acquired, fabricated, or otherwise provided, the contractor shall obtain COR concurrence.

11.2 GOVERNMENT PROPERTY TRACKING AND MANAGEMENT

11.2.1 Contractor Property Management System

The contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the Contracting Officer and contract Government Property Administrator. The contractor's property management system shall adhere to the applicable prescribed requirements in FAR clause 52.245-1.

11.2.2 Government Property Administrator

In accordance with FAR 42.201, the contract property administrator under this contract/order is designated as Defense Contract Management Agency (DCMA). The contractor shall work with the designated contract property administrator to ensure compliance with the contract's property requirements.

11.2.3 Property Transfer between Government and Contractors

Contractors shall not take receipt or transfer custody of any government property without possessing proper contractual authority; i.e.; item specifically is identified as GFP at the basic contract or task order level, Per DoDI 4161.02, the government will utilize electronic transaction when transferring GFP to the contractor (specified by contract number) and upon return of the property to the government. The contractor shall use WAWF to receipt property transfer or use Defense Logistics Management System (DLMS) standard logistics transaction set 527R to provide material receipt acknowledgement. The applicable contract number shall be cited to properly track property shipments..

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Note: If electronic receipt is not available, at a minimum, the transfer or property shall not occur without the proper paperwork, e.g. Requisition and Invoice/Shipping Document (DD1149) or COMSEC Material Report (SF 153).

11.2.4 GFP Tagging and Item Unique Identification (IUID) Registry Contractor shall tag, label, or mark all GFP items not previously tag, labeled, or marked. In accordance with DFARS clause 252.211-7007 (dated Aug 2012), the contractor shall ensure applicable Government Furnished Property (GFP) is identified in the DoD Item Unique Identification (IUID) Registry and its integral GFPModule. After a contractor takes possession of GFP, the contractor shall designate the item as GFP in the IUID Registry. If the item cannot be found in the IUID registry, the contractor shall enter the item. When GFP is returned to the government at the completion of the contract/task order, the contractor shall update the IUID registry Custody status. If the GFP item is consumed, destroyed, scrapped, lost, or abandoned during the contract/TO performance, the contractor shall update the item's status and annotate that it has been disposed.

11.2.4.1 IUID Reporting Criteria. The contractor shall ensure GFP acquired items that are serialized regardless of unit acquisition cost are subject to Item Unique Identification (IUID) Registry Requirements. Contractor shall verify with government if questionable GFP items that are non-serialized or have an acquisition cost less than \$5,000 require an item unique identification or a DoD recognized unique identification equivalent. Exceptions to IUID requirements will be determined by the government.

11.2.4.2 Exception to IUID Reporting Criteria. CAP is one of the listed GFP items that do not required to be tagged, labeled, or marked as GFP; however, if any CAP is returned to the government, the contractor shall appropriately tag it and enter it into the IUID registry or other specified government inventory system.

11.2.5 Government Property Records

The contractor and any subcontractors if applicable shall be responsible for establishing and maintaining records of Government Property in their possession – this includes GFP and CAP. For GFP only, the contractor shall ensure that items designated as Special Tooling (ST) and Special Test Equipment (STE) are correctly annotate in the SPAWAR approved GFP central Automated Information System (AIS). The contractor shall work with the COR and designated contract Property Administrator to maintain adequate GFP records which shall be forwarded as required to SSC Atlantic functional mailbox for tracking and centralization. The GFP and CAP records shall contain at a minimum the data elements as described in FAR clause 52.245-1 and shall be submitted for review as part of the contract/TO status report (CDRL A012).

11.2.5.1 For all GFP items including laptops (required to be identified on the applicable contract/TO form) removed from a government facility, the contractor employee shall possess at all times a government signed copy of the DD1149 specifying contract and applicable TO number, company name, model number, and serial number of the computer. For GFP laptops assigned to contractor employees, in addition to the signed DD1149, a contractor-generated property pass with the employee's name may be attached to validate possession in accordance with applicable company internal procedures.

11.2.6 CAP Warranty Tracking

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The contractor shall track purchasing of all CAP internally within their inventory system. The contractor shall track warranty information for all CAP items serialized with an UIID in the WAWF as specified in PWS Para 3.3.8. Contractor records are subject to Government review at any time.

11.3 GOVERNMENT PROPERTY TRANSFERRING ACCOUNTABILITY

GFP cannot be transferred between contracts or task orders unless approval is obtained from the Contracting Officer, proper identification/tracking is maintained, and modifications are issued to both affected contracts/task orders. Contractor shall ensure they have all necessary documentation required for authorized transfer of property from one contract/task order to another. Transfer documentation shall specify the type, quantity and acquisition cost of each item being transferred. For CAP that is transferred to use on another contract/task order, the items shall be considered GFP when retained by a contractor for continued use..

11.4 GOVERNMENT PROPERTY LOST OR DAMAGED ITEMS

Contractor shall promptly report to the COR and Contracting Officer all lost and/or damaged government property.

11.5 GOVERNMENT PROPERTY INVENTORY DISPOSITION

When disposition instructions for GFP are contained in the accountable contract or on the supporting shipping documents (DD Form 1149), the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. This list shall be submitted to the PCO, via the Property Administrator, at which time disposition instructions will be provided.

When GFP and CAP are specific to a single task order, the contractor shall include a final inventory reporting list in the TO Closeout Report (CDRL A004). At the time of the Contractor's regular annual inventory, the Contractor shall provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the government property administrator.

11.6 GOVERNMENT PROPERTY PERFORMANCE EVALUATION

Non-compliance with the contract's Government Property terms and conditions will negatively affect the contractor's annual Contractor Performance Assessment Reporting System (CPARS) rating.

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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 task orders. 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. If performing within Government facilities, 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 COR or on-site Government representative.

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

The contractor shall provide their personnel with any safety equipment required to perform work under this contract/order and the equipment must be in satisfactory working order. Personal safety equipment includes, 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 applicable 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

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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.

BASE / CLIN 1					
Origin	Destination	# of Trips	# of Travelers	Days	Nights
Washington, District of Columbia	CENTCOM AOR	2	10	5	5
Washington, District of Columbia	AFRICOM AOR	12	1	5	5
Washington, District of Columbia	EUCOM AOR	4	1	5	5

Activities will be conducted at COCOM locations. Primary locations will be at CONUS contractor facilities; FSR base operations help desk facilities (primarily OCONUS in the CENTCOM Theater and headquarter offices Stateside); undisclosed Forward Operating Bases (FOB) (i.e. Afghanistan, Iraq, Kuwait, Qatar, etc.); DoD Gateway sites in Landstuhl, Germany and Lago Patria, Italy; DISA HQ, Ft. Meade, Maryland; CENTCOM HQ Tampa, FL; SSC Atlantic in Charleston, SC; undisclosed AFRICOM locations.

When it becomes necessary for the contractor to travel outside working area, the contractor shall submit a request, via email, to the SSC Atlantic Contract Officer's Representative (COR) seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval.

Failure to gain prior approval may result in disallowance of invoiced travel claims. Travel must be in accordance with DOD Civilian Personnel Joint Travel Regulations (JTR).

Contractor personnel shall be issued official travel letters and U.S. Government identification cards. The contractor is authorized privileges available at U.S. military and DOD facilities, in accordance with the Joint Travel Regulations (JTR). Travel requirements for this PWS are contained in the Contractor's Cost Proposal.

The contractor shall provide estimated annual travel requirements outside of military provided transport and travel within country to COR to ensure FSR personnel planning is maintained for meeting operations and planned personnel leave, as appropriate. Travel outside of the supported AORs for training, leave, or support to the Landstuhl DVB Hub-site will be coordinated with COR and personnel tracking systems implemented in theater.

13.2 PERSONNEL MEDICAL REQUIREMENTS

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13.2.1 OCONUS Immunization Requirements

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

13.3 LETTER OF AUTHORIZATION

Some travel will 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. Applicable to the 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 are required to 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.

13.4 SPECIFIED MISSION DESTINATIONS

The contractor shall be required to travel to locations designated as Specified Mission Destinations which are listed in the latest SSC Atlantic OCONUS Travel Guide portal (latest link to be provided at contract and task order award). Pursuant to DoDI 3020.41 and SPAWARSYSCENLANTINST 12910.1B, 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 A025) to the task order technical POC and/or Command Travel/Deployment Coordinator.

13.5 THEATER BUSINESS CLEARANCE (TBC) SPECIAL REQUIREMENTS

Contractors required to travel to Afghanistan shall conform to CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) (formerly known as JCC-I/A) Special Requirements for those listed

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locations which are within the USCENCOM area of responsibility.

5152.225-5900 (DEC 2011)

5152.225-5901 (DEC 2011)

5152.225-5902 (JUN 2015)

5152.225-5903 (DEC 2011)

5152.225-5907 (JUN 2015)

5152.225-5908 (JUN 2015)

5152.225-5910 (DEC 2011)

5152.225-5914 (AUG 2011)

5152.225-5915 (JUN 2014)

5152.232-5900 (DEC 2011)

5152.236-5900 (DEC 2011)

5152.247-5900 (APR 2012)

FAR clause (BY REFERENCE)

52.228-3 (JUL 2014)

52.225-26 (JUL 2013)

DFARS clause (BY FULL TEXT)

252.225-7993 (DEVIATION 2015-O0016) (SEP 2015)

252.225-7995 (DEVIATION 2017-O0004) (SEP 2017)

252.225-7997 (DEVIATION 2013-O0017) (AUG 2013)

252.232-7003 (JUN 2012)

252.232-7999 (DEVIATION 2013-O0011) (APR 2013)

252.246-7004 (OCT 2010)

14.0 TRANSPORTATION OF EQUIPMENT/MATERIAL

Transportation of equipment and/or material is applicable for the noted GFP and/or CAP.

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15.0 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 6.

16.0 SHARP LANGUAGE

16.1 Sexual Assault and Sexual Harassment Policy. The Contractor shall ensure all employees comply with the Sexual Assault and Sexual Harassment Policy outlined in Attachment 1 of this document.

16.1.1 Sexual Harassment Policy Compliance: The Contractor shall certify that all employees performing work under this contract have been fully trained per the requirements in Attachment 1 and in their own language. The COR shall be provided with the following information at a minimum: employee's name, civil identification number and date trained. Proof of Sexual Harassment Policy Compliance is due within five (5) days after initial contract award and within 48 hours after arrival of new personnel on site.

16.1.2 The Contractor shall conduct training of all employees annually to prevent sexual assault and sexual harassment.

This training must, at a minimum, ensure that all the Contractor employees understand the definitions and policy outlined in Attachment 1.

16.1.3 Each employee shall be in compliance with the training requirement and shall be reported to the Contracting Officer Representative prior to the employee being allowed access to the worksite.

CENTCOM AOR:

16.1.4 *The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment. Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not -*

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

Or

16.1.4 *The Contractor shall enforce standards for discipline, appearance, conduct, and courtesy IAW the published CENTCOM, USFOR-A and/or Base Commander Standards. For Contractors at Bagram Airfield (BAF) or for contractors transiting BAF, they must abide by the Commander Bagram Airfield (COMBAF) Standards of Conduct while performing at any level (prime or subcontractor) on BAF and any other installation and facility for which COMBAF standards are applicable, and as designated applicable to contractor personnel. COMBAF Standards are published at: <http://usfora.afghan.swa.army.mil/baf/des/pmo/Shared%20Documents/COMBAF%20Standards%20Book%20as%20of%20OCT17.pdf#search=COMBAF%20Standards>.*

Or any other AOR specific language.

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Attachment Language:

ATTACHMENT 1

"Sexual Assault and Sexual Harassment Policy

(a) Definitions. As used in this policy -

"Sexual Assault" means - A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. "Consent" will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

"Sexual Harassment" is a form of sex discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(1) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career, or

(2) Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or

(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment. This definition emphasizes that workplace conduct, to be actionable as "abusive work environment" harassment, need not result in concrete psychological harm to the victim, but rather need only be so severe or pervasive that a reasonable person would perceive, and the victim does perceive, the work environment as hostile or offensive. Any person in a supervisory or command position who uses or condones any form of sexual behavior to control, influence, or affect the career, pay, or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature in the workplace is also engaging in sexual harassment.

Categories of sexual harassment are:

(1) Verbal - Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one's physical appearance in a sexual manner.

(2) Nonverbal - Examples include staring at someone, blowing kisses, winking, or licking one's lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one's computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact - Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and

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sexual harassment.

Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not -

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(c) Contractor Requirements. The Contractor shall -

(1) Written Sexual Assault/Sexual Harassment Policy

a. The contractor shall have a written sexual assault/sexual harassment policy published to all employees that addresses, at a minimum, the following: (i) the definitions of sexual assault and sexual harassment as defined above in paragraph 1a; (ii) a description of sexual harassment (iii) the Company's internal complaint process and the company's internal process for adjudication; (iv) the available channels through which an employee can report a sexual assault; and (v) protection against retaliation, coercion, and reprisal.

b. The policy shall address that victims of sexual assault shall be protected, treated with dignity and respect, and shall receive timely access to comprehensive healthcare (medical and mental health) treatment, including emergency care treatment and services. Emergency care consists of emergency healthcare and the offer of a sexual assault forensic examination (SAFE) consistent with the Department of Justice protocol. The victim shall be advised that even if a SAFE is declined, the victim is encouraged (but not mandated) to seek medical care. Contractor employees are only eligible to file an Unrestricted Report. Contractor employees will also be offered LIMITED Sexual Assault Prevention and Response or SAPR services, meaning the assistance of a Sexual Assault Response Coordinator (SARC) and a SAPR Victim Advocate (VA) while undergoing emergency care OCONUS. These limited emergency medical services (at a Military Treatment Facility) and SAPR services shall be provided at no cost by the USG to all DoD contractor personnel. Limited medical services are: a SAFE exam and consultation regarding further care in accordance with DoDI 6495.02.

c. The contractor shall designate an employee credentialed in Victim Advocacy as the company POC (for more information regarding credentialing as a Victim Advocate visit the National Advocate Credentialing Program (NACP): <https://www.thenacp.org/>).

d. The Contractor shall provide a Sexual Assault/Sexual Harassment and Awareness Training Plan that includes a schedule for all training. The Plan shall identify the methods of training (e.g. classroom, on-line, etc), as well as intervals (e.g. quarterly) for refresher training, as applicable. The plan shall address (but not be limited to) such things as: procedures for training each employee, training record retention, method/mode of instruction, instructor accreditation, on-line/web-based resources/training aids. The Contractor's Training shall address, at a minimum, the following:

(i) Defining what constitutes sexual assault and sexual harassment.

(ii) Explaining sexual assault is a crime.

(iii) Defining the meaning of "consent" as defined in DoDD 6495.01 (Sexual Assault Prevention and Response Program, SAPR).

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- (iv) Addressing individual accountability and the potential for UCMJ violations.
 - (v) Explaining victims rights under the UCMJ (to include consideration of the victim's preference whether the office should be prosecuted by court-martial or in a civilian court).
 - (vi) Explaining the distinction between sexual harassment and sexual assault and that both are unacceptable forms of behavior even though they may have different penalties. Emphasizing the distinction between civil and criminal actions.
 - (vii) Explaining Unrestricted Reporting.
 - (viii) Providing an awareness of the SAPR program, as well as the roles and responsibilities of company managers, including all available resources for victims.
- (2) Notify its employees of
- a. The Department of Defenses' policies regarding Sexual Assault/Sexual Harassment; and
 - b. The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
- (3) Take appropriate action, up to and including termination, against employees or Subcontractors that violate the policy in paragraph (b); and
- (d) Notification. The Contractor shall inform the Contracting Officer immediately of -
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, Subcontractor, or Subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Contractor employees, Subcontractors, or Subcontractor employees pursuant to this policy.
- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this policy may result in -
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (f), in all subcontracts.
- (g) Mitigating Factor. The KO may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating

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factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>."

[END OF PWS]

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

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

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

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

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

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

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

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

3. When not specified, higher education above a labor category's minimum can be credited as years of

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experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies: an MS or ME degree equals four (4) years of experience and a PhD degree equals five (5) years of experience.

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

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

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

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

8. –Applicable for IA/IW Labor Categories: Contractor personnel supporting IA functions shall be certified prior to performing IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1. This includes personnel being certified/accredited at the appropriate levels of IAT I-III and IAM I-III as appropriate. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. Contractor personnel not certified IAW DoD 8570 within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with an employee who does meet the minimum certification requirements as mandated above.

9. Applicable for Labor Categories providing Information Technology design and development support: In addition to educational requirements, Contract personnel shall be required to meet vendor/platform certification. The following lists the applicable contract labor categories with their corresponding minimum personnel qualifications.

Project Manager

Project Manager Alternate

Management and Program Technician 2 (on-site Field Liaison) - CENTCOM

Electronics Technician II (on-site Field Technician/helpdesk operator) –CENTCOM

10. Applicable for Team Lead positions identified below: In addition to the corresponding minimum personnel qualifications, team lead positions shall have the following additional experience requirements: Three years demonstrated ability to supervise, plan and lead technical/engineering team in a technical area. Three years demonstrated ability in written and oral communications with one or more of: Sponsor/Command leadership (at a minimum GS-12, O-3, or equivalent); Site leadership (at a minimum GS-15, O-6, or equivalent).

Project Manager

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Project Manager Alternate

Management and Program Technician 2 (on-site Field Liaison) - CENTCOM

Electronics Technician II (on-site Field Technician/helpdesk operator) –CENTCOM

1. PROJECT MANAGER

General Description: As manager of the Contractor's operations, the incumbent plans, organizes, coordinates and administers tasks and personnel required to support Government programs utilizing this contract. The Project Manager will serve as the Contractor's liaison representative with SPAWARSCEN Atlantic and will insure that all necessary efforts related to that liaison, and in general support of this contract, are accomplished. A sound theoretical and practical knowledge of general management principles and personnel management is essential. The Project Manager must demonstrate the ability to interface effectively with customers and to deliver quality products and program/project conclusions on time and within budget. The Project Manager must be thoroughly familiar with the Navy Directives System and possess the ability to supervise the preparation and submission of forms and reports required by applicable directives. The Project Manager shall have **EACH** of the following:

- **a.)Education:**Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.
- **b.)Experience:**Fifteen (15) years of technical experience in support of C4ISR SATCOM, to include: Equipment Support, System Support, and Project Support. Eight (8) years of Project Management experience, to include: Technology Assessments, Systems Design, Systems Analysis, Project Support, Acquisition Planning, and Budget Planning.Five (5) years as manager of satellite broadcasting, to include: Supervising Project Personnel, Scheduling Work, Writing Proposals and Preparing Bids, and Equipment and Material Logistics Control. Note: Experience may be concurrent.Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

2. MANAGEMENT AND PROGRAM TECHNICIAN 2 (ONSITE FIELD LIAISON) – CENTCOM

General Description: As liaison, one will provide program management with field updates, interface with stakeholders, and provide briefs on demand. The liaison will also provide technical support to maintain an operational and properly functioning system

- **a.)Education:** An Associate's Degree in IT systems or related science field, OR High School diploma or GED with Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program.Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing RF/Network Connectors, Satellite Communications/IT equipment and modems.
- **b.)Experience:** Six (6) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning.Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.**Specific experience:**Expertise in two-way satellite communications (iDirect/DVB-RCS or similar), IP communications, video encoders/decoders, encryption COMSEC devices, computer hardware and Cisco routers and switches.Experience in staff writing and knowledge of the DoD deliberate planning process (e.g.development of operations orders or execution plans).Excellent oral and written technical communications skills desired.Use of spectrum analyzers, oscilloscopes, multi-

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meters, and cable testers. Prior military experience desirable. Minimum of 8 years of broadband IP satellite service experience. Minimum of 8 years of supervisory experience, planning work to be accomplished by subordinates, setting and adjusting short-term priorities, and preparing schedules for completion of work on Communications-Electronics (C-E) equipment and systems. Ability to gather facts and effectively analyze telecommunications and networking component interrelationships and evaluate systems, peripherals, applications, and services from an operational and sustainment perspective; and develop concepts and methods to test and troubleshoot equipment and network problems. Experience with remotely configuring, managing and troubleshooting trouble calls. Monitor and track failed equipment shipments. Experience with opening, updating and closing trouble tickets. Note: Experience may be concurrent.

3. ELECTRONICS TECHNICIAN II (SCA 23182) (ONSITE FIELD TECHNICIAN/HELP DESK OPERATOR) – CENTCOM

General Description: The primary responsibility of the field technicians is providing support as a help desk operator. Field Technicians will also assist in maintaining an operational and properly functioning system. Field technicians will be on-site support as an extension of the help desk.

- **a.) Education:** An Associate's Degree in IT systems or related science field, OR High School diploma or GED with Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.
- **b.) Experience:** Four (4) years of practical experience, to include: electronics repair, maintenance and checkout. One (1) year practical experience in electronics installation. **Specific Experience:** Two (2) years' experience working in a tactical environment. Expertise in two-way satellite communications (iDirect/DVB-RCS or similar), IP communications, video encoders/decoders, encryption COMSEC devices, computer hardware and Cisco routers and switches. Minimum of 4 years of broadband IP satellite service experience. Assembly and alignment of satellite antenna dishes. Use of spectrum analyzers, oscilloscopes, multi-meters, and cable testers. Ability to gather facts and effectively analyze telecommunications and networking component interrelationships and evaluate systems, peripherals, applications, and services from an operational and sustainment perspective; and develop concepts and methods to test and troubleshoot equipment and network problems. Experience with remotely configuring, managing and troubleshooting trouble calls. Experience with opening, updating and closing trouble tickets. Note: Experience may be concurrent.

4. LOGISTICIAN 3

- **a.) Education:** Bachelor's degree or additional 2 years of work experience in substitute of bachelor's degree.
- **b.) Experience:** Six (6) years of experience in defense life-cycle (acquisition) logistics support (or 8 years if not DAWIA Level 1 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Four (4) years of experience in support of C4ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Note: Experience may be concurrent.

5. SECRETARY II (SCA 01312)

- **a.) Education:** High School Diploma or GED.
- **b.) Experience:** Two (2) years experience in the compilation of data/information for management use

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the COR.

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement APRIL 1984

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

7001 Destination Government Destination Government

For ODC Items:

9000 Destination Government Destination Government

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/15/2018 - 7/14/2019
9000	7/15/2018 - 7/14/2019

CLIN - DELIVERIES OR PERFORMANCE

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

7001 Date of Task Order Award - 365 Days after task order award

9000 Date of Task Order Award - 365 Days after task order award

Services to be performed hereunder will be provided at Government and Contractor facilities in accordance with Section C.

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SECTION G CONTRACT ADMINISTRATION DATA

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at

<https://www.acquisition.gov>; and

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

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

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

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment

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requests and receiving reports in WAWF for this contract/order:

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

Combo

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.

N65236

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

Routing Data Table

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

**** To Be Completed at the time of Task Order award.***

(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,

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(e.g. timesheets) in support of each payment request.

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

Laverne.Brown@navy.mil

(g) WAWF point of contact.

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

Ms. Laverne Brown: E-MAIL: Laverne.Brown@navy.mil

(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 order:

CONTRACTING OFFICER'S REPRESENTATIVE

Todd Yates ,55270

1 Innovation Dr. North Charleston, SC 29445

(843) 218-3362

Todd.yates@navy.mil

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

Penny.leya@navy.mil

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

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

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit

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invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task, or subtask.

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

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, 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.

5252.232-9400 LIMITATION OF LIABILITY- INCREMENTAL FUNDING (JAN 1992)

This TASK order is incrementally funded and the amount currently available for payment hereunder is limited to \$4,750,000.00 inclusive of fee. It is estimated that these funds will cover the cost of performance through 14 JULY 2019. Subject to the provision of the clause entitled Limitation of Funds (FAR 52.232-22) of the general provisions of the basic contract, no legal liability on the part of the Government for payment in excess of \$4,750,000.00 shall arise unless additional funds are made available and are incorporated as a modification to the TASK order.

CLIN	EST. CPFF NTE*	TOTAL AMOUNT FUNDED	UNFUNDED CEILING
7000	\$5,628,801.26	\$4,120,000.00	\$1,508,801.26
7001	*NSP		
9000	\$1,073,781.11	\$630,000.00	\$443,781.11

The contractor shall cite on each invoice/voucher, in addition to all other requirements of this contract/order, the contract line item number (CLIN); the contract subline item number (SLIN) and accounting classification reference number (ACRN) for the portion, or portions of work being billed as specified in this task delivery order. For each ACRN on the invoice/voucher, the contractor shall identify the amount being billed against that ACRN.

Accounting Data

SLINID	PR Number	Amount
700001	130061915000002	1260000.00
LLA :		
AA 9780100 4300 P80 30312 6 K LEZB F IE 257 5 DIEMR8N021 S12137		
Standard Number: DIEMR8N021		

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900001 130061915000002 240000.00

LLA :

AA 9780100 4300 P80 30312 6 K LEZB F IE 257 5 DIEMR8N021 S12137

Standard Number: DIEMR8N021

BASE Funding 1500000.00

Cumulative Funding 1500000.00

MOD P00001

700002 130072580800001 2860000.00

LLA :

AB 9780100 4300 P80 30312 6 K LZBF I E 2575 DIEMR8N024 S12137

Standard Number: DIEMR8N024

100001383293 0010

Funds expire 30 Sep 2018. Work is severable and will cross over the fiscal year in which funds legally expire citing 10 USC 2410(a) authority, the duration of the performance period cannot exceed 12 months.

900002 130072580800002 390000.00

LLA :

AB 9780100 4300 P80 30312 6 K LZBF I E 2575 DIEMR8N024 S12137

Standard Number: DIEMR8N024

100001383293 0010

Funds expire 30 Sep 2018. Work is severable and will cross over the fiscal year in which funds legally expire citing 10 USC 2410(a) authority, the duration of the performance period cannot exceed 12 months.

MOD P00001 Funding 3250000.00

Cumulative Funding 4750000.00

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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 the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

NAVSEA 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 task order. The total level of effort for the performance of this task order shall be 53,456 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 zero (0) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this task order.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this task order 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 task order shall be expended at an average rate of approximately 665 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this task order 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

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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 task order 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 task order, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this task order as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

or (ii) subject to the provisions of the clause of this task order 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 task order.

(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 task order. 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 task order for the period. Within 45 days after completion of the work under the task order, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this task order may be reduced to recover excess funds and, in the case of an under run 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 task order performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work 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 task order. 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 task order 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.

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)--ALTERNATE II (SEP 2001)

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(a) Contractor Request and Government Approval of Travel

The estimated travel requirements under this order are listed in paragraph 13.0 of the Performance Work Statement. Any travel requirements under this order must be specifically requested in writing, by the contractor prior to incurring any travel costs. The 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 order. 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/order. 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/order 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

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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

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

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

(2) "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.

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 task order.

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

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identification, showing that these are work areas for Contractor or subcontractor personnel.

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 task order. 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 task order, 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,

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

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

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

5252.209-9206 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.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
7000	\$ 5,211,853.02	\$416,948.24	15 Jul 18- 14 Jul 19
9000	\$1,073,781.11	\$0	15 Jul 18- 14 Jul 19

(b) The parties contemplate that the Government will allot additional amounts to this task order from time to time for the incrementally funded CLINs/SLINs by unilateral task order 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 7000/9000 are incrementally funded and performance under these CLINs/SLINs is subject to the clause of this contract /order 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.

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

a. The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (Class Deviation 2013-00018). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the CPARS Policy Guide that is available at <http://www.cpars.csd.disa.mil/cparsmain.htm>

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

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

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

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

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR

3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

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

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

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

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

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

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

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

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

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

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

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(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), DDForm 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.

5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989)

Attachment 5 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including –

(1) DoD-approved information assurance workforce certification appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

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SECTION I CONTRACT CLAUSES

FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-14 LIMITATIONS ON SUBCONTRACTING	JAN 2017
52.222-50 Combating Trafficking in Persons	MAR 2015
52.228-3 Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.245-1 Government Property	JAN 2017
52.245-9 Use And Charges	APR 2012
252.204-0001 Line Item Specific: Single Funding	SEP 2009
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.211-7006 Passive Radio Frequency Identification	DEC 2017
252.211-7007 Reporting of Government-Furnished Property	AUG 2012
252.222-7002 Compliance with local labor laws (OVERSEAS)	JUN 1997
252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.229-7014 Taxes--Foreign Contracts in Afghanistan	DEC 2015
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002 Reporting Loss of Government Property	DEC 2017
252.245-7003 Contractor Property Management System Administration	APR 2012
252.245-7004 Reporting, Reutilization, and Disposal	SEP 2016
252.246-7004 Safety of Facilities, Infrastructure and Equipment for Military Operations	OCT 2010
252.251-7000 Ordering From Government Supply Sources	AUG 2012
5152-225-5910 Contractor Health and Safety	DEC 2011
5152-225-5914 Commodity Shipping Instructions	AUG 2011
5152.247-5900 Inbound/Outbound Cargo and Contractor Equipment Census	APR 2012

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)

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

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

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

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

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

Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized

Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018.

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

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class

Monetary Wage -- Fringe Benefits

Secretary II (SCA 01312)

\$20.18

252.225-7979 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2018-O0008)

Include the following clause in all solicitations and resultant contracts valued at more than \$50,000, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that are to be performed, in whole or in part, in the United States Central Command Theater of Operations.

ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2018-O0008) (DEC 2017)

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, supplies, or services available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed, in whole or in part, in the United States central Command Theater of Operations.

(End of clause)

252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2015-O0016)

PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

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(DEVIATION 2015-O0016) (SEP 2015)

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov —

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEVIATION 2017-O0004)

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004) (SEP 2017)

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

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

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational

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area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

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

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

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

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

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(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

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(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

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

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war

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or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at

<http://www.cid.army.mil/index.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/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE

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[/index.html](#). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (i) Hold their own identity or immigration documents, such as passport or driver's license;
- (ii) Receive agreed upon wages on time;
- (iii) Take lunch and work-breaks;
- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.

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(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR 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.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

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(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that—

(i) 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;

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(ii) 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)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Contractor Accountability and Personnel Data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

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(2) *Registration.* The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods–

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

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) *Compliance with SPOT.*

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established

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in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

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(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

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(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

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(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

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

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 2013)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon

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approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) *Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

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(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS (MAR 2016)

(a) Definitions

As used in this clause—

"Duration" means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.

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"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency. "First use" means the initial or first-time use of a product by the Government.

"Fixed expiration" means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

"Installation" means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for International Standards Organization/International Electrotechnical Commission, located at http://www.aimglobal.org/?Reg_Authority15459.

"Item type" means a coded representation of the description of the item being warranted, consisting of the codes C - component procured separate from end item, S - subassembly procured separate from end item or subassembly, E - embedded in component, subassembly or end item parent, and P - parent end item.

"Starting event" means the event or action that initiates the warranty, such as first use or upon installation.

"Serialized item" means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

"Unique item identifier" means a set of data elements marked on an item that is globally unique and unambiguous.

"Usage" means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.

"Warranty administrator" means the organization specified by the guarantor for managing the warranty.

"Warranty guarantor" means the enterprise that provides the warranty under the terms and conditions of a contract.

"Warranty repair source" means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

"Warranty tracking" means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration

(1) The Contractor shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subtitle item number, or exhibit line item number for warranted items no later than the time of award. Information required in the warranty attachment shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.

(2) The Contractor shall provide the following information no later than when the warranted items are presented for receipt and/or acceptance—

(A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and

(B) The warranty repair source information and instructions for each warranted item required by the attachment entitled "Source of Repair Instructions."

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(3) The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(4) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) website at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

Theater Business Clearance (TBC)

5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015) (a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. (c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be reevaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment. (d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations. (e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limbeyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings). (f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized (g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>. (End of Clause)

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014) Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed: The total number (prime and subcontractors at all tiers) employees. The total number (prime and subcontractors at all tiers) of U.S. citizens. The total number (prime and subcontractors at all tiers) of local nationals (LN). The total number (prime and subcontractors at all tiers) of third-country nationals (TCN). Name of province in which the work was performed. The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018. (End of

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Clause)

5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015) (a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>. (b) The USCENCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request. (1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal. (2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have predeployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. (3) After arrival in the USCENCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/subcontractor shall be transported out of theater following three (3) consecutive negative sputum smears. (c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C. (d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the

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contract. (End of Clause)

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: BAF. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.

U.S. Citizens

X APO/MPO/DPO/Postal Service X DFACs**** Mil Issue Equip Authorized
Weapon***** X Excess Baggage X MILAIR (inter/intra theater) X
Billeting*** X Fuel Authorized X MWR CAAF* X Govt Furnished Meals****
X Controlled Access Card (CAC) Military Banking X Transportation X Installation Access
Badge X Laundry X Military Clothing X Military Exchange
None X Embassy Services Kabul**

Third-Country National (TCN) Employees

N/A DFACs**** Mil Issue Equip Authorized Weapon***** Excess
Baggage MILAIR (inter/intra theater) Billeting*** Fuel Authorized MWR CAAF* Govt
Furnished Meals**** Military Clothing Controlled Access Card (CAC) Military Banking Transportation
Installation Access Badge Laundry All Military Exchange
None
Local National (LN) Employees

N/A DFACs**** Mil Issue Equip Authorized Weapon***** Excess Baggage MILAIR (intra
theater) Billeting*** Fuel Authorized MWR CAAF* Govt Furnished Meals**** Military
Clothing Controlled Access Card (CAC) Military Banking Transportation Installation Access Badge
Laundry All Military Exchange None

* CAAF is defined as Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.
*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities. ****Check the "DFAC" AND "Government Furnished Meals" boxes if the contractor will have access to the DFAC at no cost. "Government Furnished Meals" (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, "DFAC" must also be checked. Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel. *****Military Banking indicates "approved use of military finance offices to either obtain an Eagle Cash Card or cash checks. *****Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the

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service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer's Representative and in CAAMS.

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

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

(End of Clause)

5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC). (3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph

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(a)(8) of DFARS clause 252.225-7997 entitled “Contractor Demobilization”. Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer. (c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number Contract Description & Location Company Name

Reporting party: Name Phone number e-mail address

Victim: Name Gender (Male/Female) Age Nationality Country of permanent residence

Incident: Description Location Date and time

Other Pertinent Information

(End of Clause)

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

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

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS). (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway. (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship’s cargo capacity, or a shipping terminal’s cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

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SECTION J LIST OF ATTACHMENTS

Attachment1_Reference_Information_Sheet_(1A_and_1B)

Attachment 5 Service Contract Labor Standards (Washington, DC)

Attachment 6- QASP

Attachment 7 - GFP

Attachment 8 - CAP

Exhibit A- CDRL's (A001 through A025)

Attachment4_Staffing_Plan

Attachment 3A - Prime Pricing Model

Attachment 3B - Subcontractor Pricing Model

Attachment 2- PPQ