

2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 08-Feb-2019	4. REQUISITION/PURCHASE REQ. NO. 1300764634; 1300765993	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NAVAIR Aircraft Division Pax River  
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217 EAST REDWOOD STREET, SUITE  
1800  
BALTIMORE MD 21202-3375

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) FGS, LLC 113 Howard Street, Ste 302 La Plata MD 20646-5967	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7715 / N0042117F3006 10B. DATED (SEE ITEM 13) 17-Aug-2017
CAGE CODE      3YDS5      FACILITY CODE	<input checked="" type="checkbox"/>

**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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Bilateral Modifications
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)  Alexandra L. LaCount, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Tiffany Crayle, Contracting Officer
15B. CONTRACTOR/OFFEROR  /s/Alexandra L. LaCount (Signature of person authorized to sign)	15C. DATE SIGNED 08-Feb-2019
	16B. UNITED STATES OF AMERICA  BY /s/Tiffany Crayle (Signature of Contracting Officer)
	16C. DATE SIGNED 08-Feb-2019

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243















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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7611	AC65	OPTION YEAR 3 Increased Capacity-Labor (10%) CLIN in support of CLIN 7611 (Fund Type - OTHER)  Option	1.0	LO	\$1,570,332.19	\$57,518.77	\$1,627,850.96
7801	AC65	OPTION YEAR 4 Technical and Engineering Services in accordance with Section C. (Fund Type - OTHER)  Option	1.0	LO	\$16,654,097.38	\$635,589.62	\$17,289,687.00
7802	AC65	Option Year 4 Data CLIN in support of CLIN 7801 Not separately priced. (Fund Type - OTHER)  Option	0.0				
7811	AC65	OPTION YEAR 4 Increased Capacity-Labor (10%) CLIN in support of CLIN 7801 (Fund Type - OTHER)  Option	1.0	LO	\$1,665,409.74	\$63,558.96	\$1,728,968.70

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	AC65	BASE Year ODCs in Support of CLIN 9001 Travel and Material (TBD) (Fund Type - OTHER)	1.0	LO	\$2,094,070.32
900101	AC65	Funding in support of CLIN 9001. (WCF)			
9003	AC65	NWCF / Procurement (WCF)	1.0	LO	\$500,000.00
900301	AC65	Funding in support of 480th ISR PROJECT 1731J1C (WCF)			
9005	AC65	ODC - Danger Pay Premium (Fund Type - OTHER)	1.0	LO	\$0.00
9011	AC65	BASE Year Increased Capacity-ODC (10%) CLIN in support of CLIN 9001 (Fund Type - OTHER)  Option	1.0	LO	\$650,277.37
9012	AC65	Increased Capacity (10%) - ODC Danger Pay Premium in support of CLIN 9005 (Fund Type - OTHER)  Option	1.0	LO	\$0.00
9013		480th ISR			\$500,000.00
9013AA	AC65	PROJECT: 1731Y1C 480th ISR OMAF (Fund Type - OTHER)	1.0	LO	\$500,000.00
9014		PACOM			\$65,688.93
9014AA	AC65	PROJECT: PACOM HQ Infrastructure Refresh (Fund Type - OTHER)	1.0	LO	\$65,688.93
9015		MCIA Quantico			\$455,432.79
9015AA	AC65	PROJECT: MCISRE Source Approp: 171109 PMC (WCF)	1.0	LO	\$15,432.80

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9015AB	AC65	PROJECT: MCISRE Source Approp: 171109 PMC (WCF)	1.0	LO	\$439,999.99
9016	AC65	Sponsor: MARFOREUR Source Approp: 1771106 OMMC (Fund Type - TBD)	1.0	LO	\$32,811.94
901601	AC65	Funding in support of CLIN 9016. (WCF)			
9017		PMA-205			\$790,934.66
9017AA	AC65	Ocean Systems (OS) Barking Sands Tactical Underwater Range (BARSTUR) Persistent Autonomous Uplink (PAU) and Sub Self Track and Data Exfiltration Analysis. (RDT&E)	1.0	LO	\$790,934.66
9018					\$2,063,835.04
9018AA	AC65	Sponsor: AFCENT Project: FWD Source Approp: 5773400 OMAF (WCF)	1.0	LO	\$2,063,835.04
9101	AC65	DO NOT USE (Fund Type - OTHER)	1.0	LO	\$0.00
9105	AC65	DO NOT USE (Fund Type - OTHER)	1.0	LO	\$0.00
9111	AC65	DO NOT USE (Fund Type - OTHER)	1.0	LO	\$0.00
9112	AC65	DO NOT USE (Fund Type - OTHER)	1.0	LO	\$0.00
9175	AC65	ODC - Danger Pay Premium (Fund Type - OTHER)	1.0	LO	\$0.00
9176	AC65	Increased Capacity (10%) - ODC Danger Pay Premium in support of CLIN 9175 (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			
9201	AC65	OPTION YEAR 1 ODCs in Support of CLIN 7201 Travel and Material (TBD) (Fund Type - OTHER)	1.0	LO	\$324,776.33
920101	AC65	Funding in support of ODC CLIN 9201. (WCF)			
9203	AC65	NWCF / Procurement (WCF)	1.0	LO	\$10,773.40
920301	AC65	Funding in Support of ODC CLIN 9203. (OSL; OSL Site Survey). (WCF)			
9204	AC65	NWCF / O&M (WCF)	1.0	LO	\$797,781.13
920401	AC65	Funding in support of ODC CLIN 9204. (480th ISR, Engineering Services) (WCF)			
920402	AC65	Funding in support of ODC CLIN 9204. (AFCENT, AFCENT II) (WCF)			
920403	AC65	Funding in support of ODC CLIN 9204. (CNSRW; NSRW Infra. Sustainment) (WCF)			
920404	AC65	Funding in support of ODC CLIN 9204. (CNSRW; NSRW Infra. Sustainment) (WCF)			
920405	AC65	Funding in support of ODC CLIN 9204. (ONI; ONI NURTAC) (WCF)			
920406	AC65	Funding in support of ODC CLIN 9204. (CNSRW; NSRW Infra. Sustainment) (WCF)			
920407	AC65	Funding in support of ODC CLIN 9204. (MCCDC/CDI; CD&I/MCCDC SharePoint) (WCF)			
920408	AC65	Funding in support of ODC CLIN 9204. (MARFOREUR; MARFOR EUR SharePoint) (WCF)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920409	AC65	Funding in support of ODC CLIN 9204. (AFCENT; AFCENT II) (WCF)			
920410	AC65	Funding in support of ODC CLIN 9204. (NSWG-10 NORFOLK; NSW SRT-2) (WCF)			
920411	AC65	Funding in support of ODC CLIN 9204. (CNRSW; NSRW Infrastructure Sustainment Support) (WCF)			
920412	AC65	Funding in support of ODC CLIN 9204. (MARFOREUR; MARFOR EUR SharePoint) (WCF)			
920413	AC65	Funding in support of ODC CLIN 9204. (CNRSW; NRSW GAF Design) (WCF)			
9205	AC65	NWCF / TSAOS (WCF)	1.0	LO	\$1,824.85
920501	AC65	Funding in support of ODC CLIN 9205. (TSA; TSA) (WCF)			
920502	AC65	Funding in support of ODC CLIN 9205. (TSA; TSA) (WCF)			
9206	AC65	NWCF / DICP (WCF)	1.0	LO	\$160,000.00
920601	AC65	Funding in support of ODC CLIN 9206. (USCG; PACOM J2 AVMM Support) (WCF)			
9211	AC65	OPTION YEAR 1 Increased Capacity-ODC (10%) CLIN in support of CLIN 9201 (Fund Type - OTHER) Option	1.0	LO	\$688,402.12
9212	AC65	DO NOT USE (Fund Type - OTHER) Option	1.0	LO	\$0.00
9213		480th ISR			\$3,329,454.00
9213AA	AC65	Sponsor: 480th ISR Project: Engineering Services (Fund Type - OTHER)	1.0	LO	\$16,000.00
9213AB	AC65	Sponsor: 480th ISR Project: Engineering Support (Fund Type - OTHER)	1.0	LO	\$1,699,000.00
9213AC	AC65	Sponsor: 480th ISR Project: Engineering Support (Fund Type - OTHER)	1.0	LO	\$1,472,603.00
9213AD	AC65	Sponsor: 480th ISR Project: Engineering Support (Fund Type - OTHER)	1.0	LO	\$141,851.00
9213AF	AC65	ODC in support of CLIN 7213 (Fund Type - OTHER)	1.0	LO	\$0.00
9217		PMA-205			\$250,000.00
9217AA	AC65	Ocean Systems (OS) Barking Sands Tactical Underwater Range (BARSTUR) Persistent Autonomous Uplink (PAU) and Sub Self Track and Data Exfiltration Analysis. (Fund Type - OTHER)	1.0	LO	\$250,000.00
9218		AFCENT			\$89,892.23
9218AB	AC65	Sponsor: AfcenT Project: AfcenT II (Fund Type - OTHER)	1.0	LO	\$89,892.23
9219		ONI			\$3,584.07
9219AA	AC65	Sponsor: ONI Project: NURTAC (Fund Type - OTHER)	1.0	LO	\$3,584.07
9221		PMA-213			\$217,181.34
9221AA	AC65	NAS Lemoore Fiber Install (Fund Type - OTHER)	1.0	LO	\$217,181.34

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9222		CNRSW			\$83,164.82
9222AA	AC65	GAF HQ Network Infrastructure (Fund Type - OTHER)	1.0	LO	\$15,912.63
9222AB	AC65	Land Mobile Radio (LMR) Installation and Testing (Fund Type - OTHER)	1.0	LO	\$67,252.19
9223		DIA			\$69,141.48
9223AA	AC65	ONI Intelligence Community CLEAR (IC CLEAR) (Fund Type - OTHER)	1.0	LO	\$69,141.48
9224		710th COS			\$399,338.57
9224AA	AC65	710 COS (Fund Type - OTHER)	1.0	LO	\$399,338.57
9225		Air Combat Command			\$600,000.00
9225AA	AC65	ACC Langley (Fund Type - OTHER)	1.0	LO	\$600,000.00
9226		USCENTCOM			\$2,000.00
9226AC	AC65	Sponsor: USCENTCOM Project: Atlas Engineering Support (Fund Type - OTHER)	1.0	LO	\$2,000.00
9227		Sec of Air Force			\$545,109.00
9227AA	AC65	Sponsor: Sec of Air Force Project: AF CMCC (Fund Type - OTHER)	1.0	LO	\$545,109.00
9301	AC65	DO NOT USE (Fund Type - OTHER) Option	1.0	LO	\$0.00
9305	AC65	DO NOT USE (Fund Type - OTHER) Option	1.0	LO	\$0.00
9311	AC65	DO NOT USE (Fund Type - OTHER) Option	1.0	LO	\$0.00
9312	AC65	DO NOT USE (Fund Type - OTHER) Option	1.0	LO	\$0.00
9375	AC65	OPTION YEAR 1 ODC - Danger Pay Premium (Fund Type - OTHER) Option	1.0	LO	\$0.00
9376	AC65	OPTION YEAR 1 Increased Capacity (10%) - ODC Danger Pay Premium in support of CLIN 9375 (Fund Type - OTHER) Option	1.0	LO	\$0.00
9401	AC65	OPTION YEAR 2 ODCs in Support of CLIN 7401 Travel and Material (TBD) (Fund Type - OTHER) Option	1.0	LO	\$7,379,338.78
9405	AC65	DO NO USE (Fund Type - OTHER) Option	1.0	LO	\$0.00
9411	AC65	OPTION YEAR 2 Increased Capacity-ODC (10%) CLIN in support of CLIN 9401 (Fund Type - OTHER) Option	1.0	LO	\$737,933.88
9412	AC65	DO NOT USE (Fund Type - OTHER)	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9575	AC65	OPTION YEAR 2 ODC - Danger Pay Premium (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			
9576	AC65	OPTION YEAR 2 Increased Capacity (10%) - ODC Danger Pay Premium in support of CLIN 9575 (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			
9601	AC65	OPTION YEAR 3 ODCs in Support of CLIN 7601 Travel and Material (TBD) (Fund Type - OTHER)	1.0	LO	\$7,718,122.20
		Option			
9611	AC65	OPTION YEAR 3 Increased Capacity-ODC (10%) CLIN in support of CLIN 9601 (Fund Type - OTHER)	1.0	LO	\$771,812.22
		Option			
9775	AC65	OPTION YEAR 3 ODC - Danger Pay Premium (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			
9776	AC65	OPTION YEAR 3 Increased Capacity (10%) - ODC Danger Pay Premium in support of CLIN 9775 (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			
9801	AC65	OPTION YEAR 4 ODCs in Support of CLIN 7801 Travel and Material (TBD) (Fund Type - OTHER)	1.0	LO	\$8,210,832.38
		Option			
9811	AC65	OPTION YEAR 4 Increased Capacity-ODC (10%) CLIN in support of CLIN 9801 (Fund Type - OTHER)	1.0	LO	\$821,083.24
		Option			
9975	AC65	OPTION YEAR 4 ODC - Danger Pay Premium (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			
9976	AC65	OPTION YEAR 4 Increased Capacity (10%) - ODC Danger Pay Premium in support of CLIN 9975 (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to [ \* ] percent ( \* ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Items - 7001, 7005, 7011, 7012, 7101, 7105, 7111, 7112, 7201, 7205, 7211, 7212, 7301, 7305, 7311, 7312, 7401, 7405, 7411 and 7412 – The contractor shall provide the services in accordance with Section C, Statement of Work (SOW) for Engineering and Technical Services to support Intelligence Operations and Communication Systems.

Items 7002, 7102, 7202, 7302, and 7402 - The contractor shall provide data in accordance with the below Statement of Work for Engineering and Technical Services to support Intelligence Operations and Communication Systems.

Items 9001, 9005, 9011, 9012, 9101, 9105, 9111, 9112, 9201, 9205, 9211, 9212, 9301, 9305, 9311, 9312, 9401, 9405, 9411 and 9412 - The contractor shall provide ODCs in accordance with the following Statement of Work for Engineering and Technical Services to support Intelligence Operations and Communication Systems.

### STATEMENT OF WORK (SOW)

**1.0 INTRODUCTION.** The Naval Air Warfare Center Aircraft Division (NAWCAD) Patuxent River, St. Inigoes, Special Communications Mission Solutions (SCMS) Division provides Intelligence Operations and Communications Support capabilities and solutions to a broad range of customers including the U.S. Navy, U.S. Marine Corps, U.S. Coast Guard, Navy-sponsored Joint Commands, Navy Component Commands, Navy-led efforts at Joint Commands, other Departments of Defense and U.S. civilian agencies. As the Lead Systems Integrator (LSI) for critical intelligence and communication systems engineering projects, SCMS Division provides specialized solutions to best support the specific needs of customers who are often responding to shortfalls in National Security and critical capabilities gaps that require immediate fielding of new or improved solutions. Customer driven system requirements are often urgent, fluid and require an elevated level of interoperability. SCMS is engaged in the research, planning, design, engineering, prototype development, software development, integration, testing, and installation of technology solutions for Intelligence Operations and Communication systems, subsystems and components.

Although not all inclusive; intelligence operations and communication areas of specialty to the SCMS Division include the following:

- a. The Special Communications Mission Solutions (SCMS) Division has been tasked to design, engineer, integrate and install the new Integrated Collaborative, Command, Control, and Communication (C3) of Processing, Exploitation and Dissemination (PED) System across multiple CONUS and OCONUS locations and security enclaves to improve daily management of PED analysis efforts. The C3 PED System is required to support critical Intelligence, Surveillance, and Reconnaissance missions.
- b. SCMS is responsible for designing a system for data distribution, information sharing, and situational awareness for the Air Force (AF) Distributed Common Ground System (DCGS). Just as Intelligence, Surveillance, and Reconnaissance (ISR) is the foundation of global vigilance, reach and power, the AF DCGS is one of the foundations of ISR. AF DCGS is comprised of a variety of related intelligence processing, exploitation, analysis, and dissemination systems that receive intelligence data from unmanned aerial vehicles, piloted aircraft, and commercial satellites around the clock. Intelligence information processed by AF DCGS operators is then passed on to decision-makers and war-fighters in near real-time. It is critical to get timely and perishable information to the right individuals within minutes or even seconds. The system shall utilize the latest multimedia technologies to transport data for real-time analysis.
- c. The Unified Communications Enterprise solution is required to support ad hoc video, voice, and collaborative application communications within the Intelligence Community (IC). There are currently several different VTC, voice and collaborative systems and technologies in use throughout the IC that have varying levels of interoperability. Unified Communications will provide an Enterprise solution and enable ubiquitous VTC, voice and collaborative communications across the IC and will eventually include coalition partners. Implementation of the Unified Communications system includes the design, engineering, procurement, testing and integration efforts required to develop a platform capable of supporting software-based VTC and voice applications at the desktop level.
- d. The SCMS Division has seen a growing requirement for the design and development of secure video teleconferencing (VTC) systems. Advances in VTC technology are quickly rendering legacy systems unusable for mission and war fighter needs. The SCMS Division must provide the capability to analyze current VTC systems and assess areas for immediate improvement. Challenges include designing systems that support interoperability with legacy systems as new systems are brought online. VTC system design also requires engineers who are well versed in network engineering. High definition and immersive content continue to require high bandwidth and can impact the network greatly.
- e. The SCMS Division has identified a requirement to design and develop secure video distribution systems. Real-time information sharing is critical to Intelligence Operations that support National Security. It is imperative to design and deploy video distribution systems that foster information sharing across secure networks. Distribution is required both intra-site and inter-site. Intra-site distribution involves the streaming of data between key Operations and Analysis Centers within a site. Inter-site distribution involves the streaming of data across the Enterprise, allowing information transfer between geographically dispersed locations.

1.1 Scope. The Contractor shall provide a full range of support services for Intelligence Operations and Communications Systems (IOCS) that shall include research, planning, design, engineering, prototype development, software development, integration, testing, installation, and technology solutions. Support shall include, but will not be limited to: communications and computer systems engineering; communications and computer systems technical architectures; secure video teleconferencing engineering and endpoint and component procurement; network architectures; cable plant design and installation; satellite communications engineering; space segment engineering and procurement of earth stations and other terminal and peripheral equipment; secure computer/communications/ intelligence facility design and procurement of specialized security systems; facility accreditation and program management support.

The resulting systems shall be employed inside the Continental United States (CONUS) and outside CONUS (OCONUS) in, but not limited to, the United Kingdom, Germany, the Philippines, Australia, South Korea, Iraq, and Afghanistan. These systems require highly specialized support capabilities within an

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advanced technology and innovative industrial organization that is independent of platform and major systems developers/manufacturers. Intelligence Operations missions also require the timely fusion of various communications systems and sub-systems with special security features that allow a rapid response to urgent National and tactical mission requirements including support to the Irregular Warfare and Homeland Defense security efforts.

Contractor personnel must have unique expertise in communications engineering, mechanical engineering, systems integration, test and evaluation, and a full-spectrum knowledge of Intelligence Operations. The Contractor shall have personnel with the ability to provide training in place prior to task order issuance to ensure immediate proficiency in the specialized technical areas described in this SOW and to preclude delays in on-going intelligence support efforts. No item in this SOW shall be used to procure any services that are inherently governmental services or personal services.

The purpose of this task order is to provide services and supplies to the SCMS Division in support of a subset of intelligence and communications projects, including special warfare mission requirements, systems engineering and integration for intelligence/intelligence related fixed-base and mobile communications and computer systems; and communications support for intelligence surveillance and reconnaissance systems including unmanned vehicles, systems training and operational support. Although not all inclusive, SCMS Division Intelligence Operations and Communication Support technology and capability areas include but are not limited to the following:

- a. Special Navy Communications
- b. Communications and computer systems supporting Imagery Intelligence (IMINT), Signals Intelligence (SIGINT), Human Intelligence (HUMINT), Measurement and Signatures Intelligence (MASINT), and Acoustic Intelligence (ACINT)
  1. Intelligence data distribution support
  2. Systems providing transport, recording, and storage of data
- c. Unified Communications
  1. Secure and non-secure networks
  2. Systems facilitating real-time collaboration and data-sharing
  3. Capabilities including presence, chat, voice, and video sessions
  4. Standards-based systems supporting interoperability with networks of similar classification levels
- d. Department of Defense Intelligence Information System (DoDIIS) communications systems and networks
- e. Secure video teleconferencing (VTC)
  1. Campus Area Network audio/video systems supporting secure video teleconferencing across the Enterprise
  2. Standards-based systems achieving interoperability with the full range of audio/video endpoints
  3. Key VTC technologies including Session Initiation Protocol (SIP), H.323 and H.320
  4. Endpoints including phones, software based, desktop, and room-based VTC systems
  5. Other systems including state-of-the-art immersive technology such as Telepresence
- f. Secure video distribution
  1. Enterprise-wide audio and video distribution systems
  2. Systems supporting streaming functions to achieve real-time data sharing and raw video distribution
  3. System capabilities including the ability to create dynamic content for situational awareness, digital signage, and alert purposes
  4. Core technologies including H.264 Advanced Video Coding (AVC) and Scalable Video Coding (SVC)
  5. Secure video distribution requiring encryption techniques consistent with the Advanced Encryption Standard (AES)
- g. Wireless communications and networks
  1. Wireless networks and endpoints
  2. Wireless systems incorporating compatibility with the latest Institute of Electrical and Electronics Engineers (IEEE) standards
  3. Standards including those put forth in the 802.11 series of specifications
- h. Secure Mobile Communication Systems
  1. Application development
  2. Secure data transfer

**2.0 APPLICABLE DOCUMENTS.** The following documents and document sources are provided for reference. Requirements for SCMS Division products to have interoperability among military, civilian, U.S., and foreign users may dictate an adherence to a wide variety of specifications and standards. DOD systems shall adhere to the Joint Technical Architecture (JTA) 2.0 Standards. Non-DoD systems may be governed by numerous commercial, national, or international standards. Applicable standards for Non-DoD systems will be provided prior to work being performed. The standard development organizations listed are not all-inclusive and are presented only as representative sources of the technological interface details, which may be required by systems, developed with this task order. Likewise, the documentation listed is not all-inclusive, but are representative of the types of information that may be required for engineering efforts on this task order. Unless otherwise noted, a reference to a specification standard or Instructions and Directives will be to the specific version in the DOD Index of Specifications and Standards in effect at the time of award.

Standards, Specifications, Instructions, and Developmental Organizations:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineering (ASME) Standards Association of Public-Safety Communications Officials – International (APCO) – Standards
- Clinger Cohen Act
- Department of Defense and/or Military, e.g. DoD-STD and MIL-STD Series
- Electronic Industries Association (EIA), e.g. Recommended Standards RS Series
- European Telecommunications Standards Institute (ETSI)
- Federal, e.g. FED-STD, FIP Series
- Federal Communications Commission
- Federal Motor Vehicle and Carrier Safety Standard and Regulations
- Institute of Electrical and Electronic Engineers (IEEE)
- International Standards Organization (ISO)
- International Telecommunications Satellite Organization (INTELSAT)
- International Telecommunications Union (ITU), formerly the CCITT
- Joint Technical Architecture (JTA) Current Version
- National Institute Bureau of Standards and Technology

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- National Television Standards Committee (NTSC)
- Society of Automotive Engineers, Inc. (SAE) Handbook
- Telecommunications Industry Association (TIA)

Instructions and Directives:	
ASN Software Process Improvement Initiative (SPII)	13-Jul-07
DoD-DIRECTIVE, 5000 Series	
NASPAXRIVERINST 5100.35	Occupational Safety and Health Program
SECNAVINST 5000.2	Implementation of Defense Acquisition Management Policies, Procedures, Documentation, and Reports
OPNAVINST 3432.1	Operational Security
NAWCINST 3432.1	NAWC Operations Security Plan
MIL-HDBK 502	Department of Defense Handbook Acquisition Logistics

**3.0 TECHNICAL REQUIREMENTS.** The Contractor shall provide integration services and supplies as required under paragraphs 3.1 through 3.11. Services shall require performance at the contractor's facilities, Government facilities, and other CONUS/OCONUS locations as designated by the Government. OCONUS support shall include, but is not limited to, providing adaptive engineering support, integration support, installation, informal training, review, configuration management feedback evaluation, trouble report tracking, equipment evaluation, procurement support of equipment, user maintenance issue resolution support, repair support, and communication equipment testing in accordance with SOW paragraphs 3.0-3.11.

- Planning meetings shall be held prior to the beginning of each effort to discuss cost, schedule and performance. Progress meetings shall be held periodically, as scheduled, during execution of each effort to ensure understanding of the requirement, review progress, and make any adjustments to the work effort to meet project goals. The planning meetings shall consists of program requirements to include:
  - The cost element discussions will include estimated level of effort per labor category, material, travel requirements.
  - The schedule element discussions will include the time frame and key program milestone dates in which to accomplish the effort. When applicable, prioritization or reprioritization of work completion based on overarching government requirements.
  - The performance element discussions will include each of the areas of section 3.0 of the SOW, as applicable, method of quality assurance, and location(s) of work performance.
- Effort Tracking Process. The integration support services provided by the contractor, is managed through planning meetings and will be documented in a Government designated system. Access to the Government system is controlled by the COR. The effort tracking process identifies the effort, location, and timeframe needed for the contractor to accomplish the effort.
  - The Financial Progress Reports CDRL A013 will be used to monitor expenditures against the contract CLINs. The process is used by the COR and Government Project Leads at the working level to monitor and track the contractor costs to ensure they are consistent with the work being performed.
  - All Effort Tracking records in the Government system shall be associated with tasking that is within the contract SOW and identify the specific paragraph(s) applicable to the effort. Efforts will be discussed with the contractor prior to execution to ensure the requirements are thoroughly understood by the contractor.
- In the accomplishing work under this task order, the contractor shall be required to perform Equipment Installation of Personal Property within a Government Real Property facility as defined in OPNAVINST 11010.20 series, Facilities Project Instruction, Chapter 6 and Chapter 4.1.1.h(2). Construction work as defined in OPNAVINST 11010.20, Classification of Work - Construction, Chapter 4 is not permitted under this task order. For any work that can be construed as construction, the vendor shall contact the COR to coordinate with the sponsoring agencies local facilities group to ensure compliance. If determined the work is construction, the COR and sponsoring agencies program office will coordinate with appropriate facilities group to accomplish the necessary work. If the contractor feels the work they are performing needs clarification, contact the PCO and COR to get a determination before proceeding.

### 3.1 Intelligence Operations and Communication Engineering:

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

Due to rapidly evolving requirements, Intelligence organizations are currently modernizing critical communications, computer, and other systems that focus on utilization of advanced engineering, advanced methodologies, best business practices, and state-of-the-art hardware and software components residing in both the Government and commercial sectors. This is especially applicable to the nation's Counter-terrorism/Homeland Defense efforts. The contractor shall provide Engineering efforts utilizing hardware/software standards and engineering practices in intelligence communications and computer systems. The contractor shall provide the following:

- Common computing, to include data center planning, architectures and implementation in a multi classification environment. (CDRLS: A001, A002, A005, A006, A008, A010, A014, A015)
- Enhanced application of DOD systems engineering best practices. (CDRLS: A001, A002, A008, A009, A010, A01)
- Business modeling, to include the impacts of implementing state of the art communication technologies and enhancing existing work flows. (CDLRS: A001, A002, A004, A008, A015)
- Organizational planning, to include recommending optimal technical and resource support requirements for existing and new intelligence operations systems. (CDLRS: A001, A002, A004, A007, A008, A015)
- Communication technologies identified in the above scope. (CDLRS: A001, A003, A006, A008, A014, A015)
- Sensor architectures, to include a wide variety of IP-Based sensor technologies. (CDLRS: A001, A003, A006, A008, A014, A015)
- Cyber engineering, to include information assurance, risk mitigation, system security, offensive and defensive controls. (CDLRS: A001, A003, A005, A006, A008, A014, A015)

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The Contractor's engineering organizational structure shall permit the assessment and integration of products from multiple vendors to provide systems that take advantage of standards-based technology. Best business practices, open systems architectures, and network technologies shall be utilized to supplement hardware standardization activities.

### 3.2 Intelligence Operations and Communication Planning.

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

The contractor shall provide services to assess communications and network technologies and engineer solutions for the upgrade or production of new communications and network systems. The contractor shall provide the following support services under this effort to include:

- Conduct surveys and top-down reviews to identify and document existing baseline of communications, network and multimedia systems and their adequacy to support current and future mission and operational requirements. (A001, A002, A006, A008, A017)
- Identify the relevant topologies which, when reengineered, will result in improvements in mission performance and cost-savings to the Government. (A001, A002, A004, A010)
- Generate and deliver inputs into robust, cohesive site engineering plans (SEPs) that meet all customer requirements using state-of-the-art technology and engineering solutions and clearly define implementation and funding roles and responsibilities. (A001, A002, A006)
- Identify, analyze, and document system performance and interoperability requirements to satisfy, improve, or upgrade the communications and network system. (A001, A006, A014)
- Provide support in managing communications and network system requirements throughout the communications and network system planning cycle. (A004, A010, A013, A015, A016)
- Generate and deliver network quality of service (QoS) engineering solutions to support assured delivery of critical and/or real time applications such as VTC, voice and mission critical data applications. (A001, A002, A006, A008, A010)
- Conduct user requirement analyses to identify and document site schedules, level of data, communications and network system requirements (e.g., response time, system unique applications, and their requirements), communications requirements and constraints, utilization of Commercial-off-the-Shelf (COTS) and Government off-the-Shelf (GOTS) software, and other site unique constraints. (A006, A008, A010)
- Identify IA requirements for all systems/sites (guidance will be provided per sponsor requirements). Manage requirements throughout system development planning. Support will include application of IA controls, risk mitigation planning, and system security planning. (A001, A002, A008, A010, A014, A015)
- Assess engineering concepts. The contractor shall perform trade-off analysis considering supportability, technology availability, reliability, compatibility, interoperability, and cost effectiveness. This shall include program needs, existing systems, human interfaces, information handling, data base management, and communications networking. The contractor shall identify alternatives, formulate selection criteria, analyze alternatives, and perform sensitivity checks. (A001, A002, A006, A008, A010, A014)
- Establish and maintain a strategic planning group that constantly monitors the current network and communications environment and generates roadmaps to improve this environment through the use of state-of-the-art communications and network technologies. (A001, A002, A006, A008)
- Provide Continuity of Operations (COOP) planning support. (A004, A006)
- Generate reliable network operations transition plans. (A001, A004, A006, A009, A010)
- Support exercise operations to confirm validity of COOP capabilities. (A001, A004, A006, A009, A010)
- Ensure communications and networks at COOP locations are fully capable to execute all mission requirements. (A001, A002, A003, A006, A008, A009, A010)
- Identify and document communications and network system security requirements, plans, procedures, and architectures. (A001, A002, A006, A008, A009, A010)
- Analyze in-place and proposed communications and network systems' security postures and document results. (A001, A002, A006, A008, A009, A010)
- Identify and generate required IA documentation to support communications and network system Certification and Accreditation activities and work with the appropriate customer Designated Approving Authorities (DAA) to engineer IA compliance into the communications and network systems. (A001, A002, A006, A008, A010, A014, A015)
- Generate and track metrics for in-place and proposed communications and network systems including their operational environments. (A003, A006, A017)
- Conduct operational reviews, analyze, and document results/recommendations. (A001, A003, A006, A008)
- Utilize communications and network system metrics to support system planning activities. (A001, A002, A006, A008)

### 3.3 Intelligence Operations and Communication Research Design and Engineering.

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

The contractor shall provide support services to assess communications and network technologies and engineer solutions for the upgrade or production of new communications and network systems. The contractor shall provide the following support services under this effort to include but not limited to:

- Generate and review communications and network system requirement analysis and assess the proposed system's ability to meet operational and organizational requirements. (A001, A002, A006, A008, A010, A014)
- Conduct surveys to identify architecture designs and conceptual architectural alternatives, system configuration options, operational assessments, and post deployment verifications. (A001, A002, A006, A008, A010, A014)
- Identify, assess, and document communications and network system configuration options, required support and test equipment and other relevant parameters. Identify strengths and weaknesses associated with each proposed solution and provide recommendation of alternatives. Assess the strengths and weaknesses of proposed solutions based on their impact to the customer organization's mission and training requirements, facility impacts such as power and space, and the effect of the system alternative on the Total Cost of Ownership. Generate a Material Equipment List (MEL) for each alternate. (A001, A002, A006, A008, A010, A014, A015, A020)
- Document the communications and network system architecture and each proposed alternative. The system documentation shall include an implementation plan, a detailed analysis of hardware and software including a MEL, communications/network equipment, and services, staffing plan and a Plan of Action and Milestones (POA&M). (A001, A002, A006, A008, A010, A014, A015)
- Participate in milestone system engineering review meetings, technical reviews, and conference presentations to provide communications and network engineering support. The contractor shall provide communications and network specification drawings, technical reports including charts and hardware

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and software documentation detailing the purpose and objectives of the proposed communications and network system, operational constraints and summarization of the analysis of the tasks listed above. (A001, A002, A006, A008, A010, A011, A014, A015)

#### 3.4 Intelligence Operations and Communication Software Development.

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

The contractor shall provide technical services to support the integration of hardware functions through common control system interfaces. Control system support shall include the integration of COTS and GOTS software modules via industry standard control software (to include AMX and Crestron software toolsets). The contractor shall provide the following support services under this effort to include but not limited to:

- Identify and define the functional and performance requirements for each software component and document how the identified requirements satisfy the specific mission, goals, and objectives of the fully integrated system. (A001, A002, A005, A008, A010)
- Document the software system specification and proposed architecture. It shall include a detailed functional summary for each module, including all data inputs, screen formats for each input function, input data sources, processing requirements, interface requirements, and data flow. It shall include application constraints such as server environments, deployment methods, target operating system(s), and proposed programming languages. It shall include a description of the function and purpose of each module, accuracy and validity requirements, timing, flexibility, interfacing requirement and constraints, security requirements and output destination(s) and formats. (A001, A002, A005, A006, A008, A010, A014, A015)
- Document the database specification. It shall include an engineering description of the organization of the database structure, field tables, storage requirements, and record linkages. (A001, A002, A005, A008)
- Incorporate state of the art tools and technologies in system solutions including Service Oriented Architectures (including web services), open source technologies, Portal Technologies, Reporting Services, Extensible Markup Language (XML), Geographic Information Systems (GIS). Include tools such as Computer-aided Design (CAD) and configuration management/version control tools to be used to ensure a stable and supportable application over the system life cycle. (A001, A002, A005, A006, A008, A014)
- Assist in coding, debugging, and testing the required units, modules, and programs and generate the database systems in accordance with the communications and network specifications. Models, simulation, and/or verification tools shall be generated and used as appropriate for reliable code assessment and validation. (A001, A002, A003, A005, A008, A009)
- Assist in generating a software management approach and configuration control processes. Included shall be interim program engineering reviews at each milestone, the development environment and tools, and project-level development processes. (A001, A005, A008, A015)
- Assist in generating user-training materials and conduct training on integrated software systems. (A001, A005, A007, A008)
- Provide independent and objective assessment of existing software specifications, application architecture and source code. Identify and track deficiencies to closure and recommend corrective measures. Take corrective action to resolve code problems as identified by the Government. Verify corrective action through regression testing. (A001, A002, A003, A005, A006, A008)
- Deliver any and all Source Code and concept papers associated with software, verification related software and applications developed under this order. Source Code shall include source code files, object files, executable files, library files, script files, and configuration files that would be necessary to generate, execute and document the changes. (A005) Any Source Code developed in support of the task order becomes the property of the U.S. Government.

#### 3.5 Intelligence Operations and Communication Integration and Test.

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

As a matter of necessity, Federal agencies upgrade existing systems and introduce new sub-systems to meet current and future missions. Integration testing must be performed on each new sub-system to ensure compliance with the stated requirements and its compatibility with the existing system. The contractor shall install, integrate, update, and repair communications and network systems to meet engineering and operational requirements. The contractor shall provide the following support services under this effort to include but not limited to:

- Generate site implementation plans that closely follow SEP guidance and clearly define all installation and implementation participants' roles and responsibilities. (A001, A002, A006, A008, A009, A015)
- Review communications and network system engineering documentation and associated MELs. Identify and procure suitable equipment and materials for the new or upgraded system as approved by the Government. Ensure each installation team has the right amount of materials to execute the installation task in a timely manner. (A001, A002, A006, A008, A010, A014, A015)
- Provide services and supplies to integrate, install, and/or update communications and network equipment supporting tactical and non-tactical systems. Ensure all installation and integration work is generated and executed to result in a minimal impact on current operations. (A001, A002, A003, A008, A009, A015, A017)
- Participate in installation/integration and technical review meetings. (A001, A002, A006, A008, A009, A015)
- Generate professional level training packages and ensure all local personnel are adequately trained to successfully operate all networks and communications systems hardware and software. (A001, A007, A008)

#### 3.6 Intelligence Operations and Communication Prototype Development, and Installation.

- *Appropriation Types: RDT&E, Procurement, Non-DOD*

The Contractor shall provide support services to assist in defining specifications for prototype equipment, develops or arranges for procurement, and manages all engineering and testing for subsequent integration at selected afloat, airborne, and shore platforms that will ultimately receive modernized equipment. The Contractor shall provide technical support services for the installation and testing for prototype and follow-on systems to include end user training and system documentation. (A001, A002, A003, A006, A008, A010, A015, A017)

#### 3.7 Intelligence Operations and Communication Technology Assessments.

- *Appropriation Types: RDT&E, Procurement, O&M, WCF, Non-DOD*

The contractor shall provide special engineering support services to assess new and emerging communications and network technologies for SCMS Division programs, which have the potential to benefit from state of the art communications and network capabilities or improve existing system performance. The

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emphasis shall be placed on emerging technologies directly and indirectly related to telecommunications, networking, telemedicine, multi-media, distance learning, imagery, and video teleconferencing. The contractor shall provide the following support services under this effort:

- a. Participate in research and development of new and emerging communications and network technologies. Evaluate the potential application of the new technology to new and existing communications, network systems, and assess additional organizational risk factors and opportunities it creates for the project sponsor. (A001, A002, A006, A008)
- b. Identify, review, and compare new and emerging technologies for application within SCMS Division programs and associated communications and network systems. (A001, A002, A006, A008, A010)
- c. Assess new and emerging technologies for suitability for existing communications and network projects and systems. (A001, A002, A006, A008, A010)
- d. Conduct market studies to assess the readiness of the technology, risk factors including technical maturity and/or available products, financial stability of potential vendor, and, effects of inserting emerging technology into a communications and network project. (A001, A002, A004, A006, A008, A010)
- e. Assess and propose modifications to system architectures to integrate new and emerging technologies into new or existing systems. (A001, A002, A006, A008, A010, A014, A015)
- f. Attend project reviews, technical reviews, and technical meetings to identify, assess or discuss new and emerging technologies. (A001, A002, A006, A008, A015)

### 3.8 Intelligence Operations and Communication Training.

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

The contractor shall provide support services in the generation and execution of communications and network system training plan. This includes COTS applications and communications and network system unique training. The contractor shall provide the following support services under this effort to include:

- a. Prepare and update training plans, course materials, performance aids, and materials for required system training. (A001, A007, A008, A015)
- b. Define a course curriculum based on identified user training requirements. Curriculum can vary from high level operator training to detailed maintenance and troubleshooting training. (A001, A006, A007, A008)
- c. Provide course material for all class participants. Materials may include both hardcopy and softcopy briefings, manuals, system diagrams. (A001, A007, A008)
- d. Conduct training courses for new or upgraded systems. (A001, A007, A008, A017)
- e. Generate a Computer Based Training (CBT) that is tailored to customer training requirements. When the CBT is to be included in a DoD Learning Management System (LMS), it shall be delivered in a SCORM-compliant format. (A001, A006, A007, A008)

### 3.9 Intelligence Operations and Communication Operations, Maintenance and Field Support.

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

The contractor shall provide operation and maintenance support services for new and upgraded communications and network systems including hardware and software installation, removal, repair, and periodic operational testing of communications and network system components. The contractor shall provide the following support services under this effort to include but not limited to:

- a. Generate and implement operation and maintenance procedures for the communications and network system. Generate an operations and maintenance standard operational procedures (SOP) document that is specifically tailored to meet all customer requirements. Include periodic SOP updates to reflect newly installed hardware, software, and systems. (A001, A002, A004, A006, A008, A015, A017)
- b. Provide staffing support for on-call and/or on-site operations and maintenance support. Generate clearly defined layers of maintenance responsibilities and provide detailed escalation procedure guidance. (A001, A002, A004, A006, A008)
- c. Conduct maintenance activities. Execute routine maintenance and upgrade activities. Support corrective maintenance solution, providing on-call support per pre-defined response time. Conduct market research and recommend maintenance and service agreements with vendors for outside services. (A001, A002, A008, A015)
- d. Conduct system vulnerability and security assessments and make recommendation to correct deficiencies to reduce risk. (A001, A002, A008, A015)
- e. Provide surge support personnel to augment field teams.

### 3.10 Intelligence Operations and Communication Documentation Support.

- *Appropriation Types: Procurement, O&M, WCF, Non-DOD*

The contractor shall generate and update documentation, drawings, and technical data for communications and network systems, subsystems, and equipment. The contractor shall provide the following support services under this effort to include:

- a. Identify, generate, and plan for design, installation, elevation, layout, configuration, functional block diagram, and engineering and as-built drawings for communications and network systems. (A001, A002, A006, A008, A014, A015)
- b. Prepare and maintain technical manuals, data, and documentation for the communications and network systems and equipment including end-user and maintenance documentation per prescribed standards and formats to maintain compliance with applicable sponsor and regulatory requirements for all communications and network systems. (A001, A004, A006, A008, A014)

### 3.11 Hardware Tracking Support.

- *Appropriation Types: RDT&E, Procurement, O&M, WCF, Non-DOD*

The contractor shall provide hardware tracking support services to gather data for equipment and hardware requirements. Required material reports and analyses shall be provided in accordance with Exhibit A, Contract Data Requirements List. Elements of this effort shall include:

- a. Provide support for the procurement of Intelligence Operations and Communications equipment and material; conduct market research per Federal Acquisition Regulation (FAR) Part 10, to determine sources capable of satisfying the Government's requirements. Identify quantity and schedule requirements (including requirements for spare parts support) and support planning for the procurement of long lead items. (A001, A002, A008, A014,

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A015, A020)

- b. Maintain a current list of required hardware items that are to be procured and support the preparation of procurement documentation. (A001, A008, A014, A020)
- c. Provide monitoring and tracking of all material/equipment during activities in the acquisition process (from procurement planning, receipt and bar coding of material/equipment, to delivery of final product to the Government). The contractor shall interface with Government technical personnel and with vendors regarding procurement and delivery of equipment and materials required to support Intelligence Operations and Communications equipment, systems and subsystems. (A001, A002, A008, A014, A015, A020)
- d. Review Federal Stock System for availability of required items. (A001, A002)
- e. Enter, update, and complete requisition-tracking data in the Government's automated systems. (A014, A015, A020)
- f. Using the Government's automated system, track acquisition status from procurement initiation to hardware delivery. Compare expected hardware availability with system installation, test, and operational schedules. Utilize the Government's automated system to provide project material tracking reports and to identify delinquent material deliveries. Notify Government of discrepancies between schedules and hardware delivery. (A001, A002, A008, A014, A015, A020)
- g. Maintain accurate inventory records on equipment received by the contractor for storage prior to integration. Warehouse equipment and materials; generate and maintain a system for tracking, inventorying, and managing parts and equipment required for test and repair of systems. (A001, A002, A008, A014, A015, A020)
- h. Perform analyses, gather information, and make recommendations to the Government concerning use and integration of National Stock Number (NSN) and non-NSN hardware materials. (A001, A002, A008, A014, A020)
- i. Input requisition receipt data in the Government's automated system for commercial procurements, when directed by the Government and received by the contractor. (A002, A014, A020)
- j. Input, recall, forward and/or print data from the NAVY/NAWCAD corporate procurement initiation system.(A014, A020)

**4.0 PROGRAM MANAGEMENT.** The Contractor shall be responsible for the efficient Program Management of this task order. Procedures shall be effectively implemented to ensure that the Government's standards of performance are met, including full responsiveness to contractual requirements and timely delivery of professional quality products. (A002, A011)

The Contractor shall be responsible for the effective administration of subcontracting activities. The Contractor shall supply and maintain cost and technical reporting systems that reflect sub-contractor and prime contractor progress against the delivery requirements specified. (CDRL A011, A013)

#### 5.0 PROGRESS REPORTS

5.1 **Technical Report.** The contractor shall submit a monthly technical progress report and deliver to NAWCAD Patuxent River, St. Inigoes by the 10<sup>th</sup> of the month following the first full month of the task order. The Contracting Officer Representative (COR) may request **electronic** submittal of the monthly progress reports via an information management system such as SharePoint or at and NMCI email account in accordance with Attachment 1, Progress Report Template. (CDRL A011)

5.2 **Financial Progress Report.** The contractor shall submit financial progress reports at a minimum of twice a month, within five (5) working days after the end of every reporting period in conjunction with the contractor's time/fiscal accounting system. If the required submittal date is a holiday, the reports shall be submitted by 1200, e.s.t. of the next working day. These financial status reports will be transmitted electronically to the COR whenever possible, at an NMCI email account or via an information management system such as SharePoint, from a contractor-furnished workstation. Instructions for electronic submission are provided in the Electronic Transfer of Contractor Expenses, Attachment 2. Before implementing a system or schedule for submission, the contractor shall check with the COR to ensure all Code 4.11.4 requirements are met. The contractor shall conduct quality reviews of all data before and after each electronic submission and is responsible for updating and correcting errors and omissions on current and cumulative expense data within 48 hours of submission. Adjustments to all current and previously exercised CLINs shall be submitted electronically, as required, to the level of detail specified in the Electronic Transfer of Contractor Expenses, Attachment 2, as the adjustments occur. Additionally, a copy of the financial data transferred shall be submitted the Friday following the electronic transmission by 1600, e.s.t. If the required submittal date is a holiday, the copy shall be submitted by 1600 the next working day. Submission of the first report is required within 30 days after task order award, and the copy will be in the format provided in the Financial Progress Report Format, Attachment 3. Prior year adjustments shall be made at the lowest level, and shall be available upon request. (CDRL A013)

5.3 **Enterprise-wide Contractor Manpower Reporting Applications (ECMRA):** The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for the Intelligence Operations and Communications Support (IOCS) via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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

#### 5.4 Segregation of Costs and Invoice Requirements. (CDRL A021)

The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

When there is more than one line of accounting, the Government will describe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate

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incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

Invoices shall contain the following cost elements by schedule and include supporting detail. Invoices shall be submitted with two attachments. The first attachment shall contain Schedules A through D, F and G and shall be provided as fully burdened. The second attachment shall contain Schedule E.

Invoice summary for current billing period and cumulative.

(Schedule A) -	Direct Labor	\$
(Schedule B) -	Material	\$
(Schedule C) -	Travel	\$
(Schedule D) -	Other Direct Charges	\$
(Schedule E) -	Indirect Charges	\$
(Schedule F) -	Adjustments	\$
		<hr/>
TOTAL		\$

(Schedule G) - Outstanding Commitments

**Schedule A - DIRECT LABOR**

\* On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

\*\* Unburdened rate information shall be made available upon request. When requested, unburdened rate information shall not include indirect costs and shall reflect the actual rate paid.

**Schedule B – MATERIAL**

Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

**Schedule C – TRAVEL**

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

**Schedule D - OTHER DIRECT CHARGES**

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

**Schedule E - INDIRECT CHARGES**

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract closeout.

**Schedule F – ADJUSTMENTS**

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments that pertain to prior fiscal years shall be invoiced separately.

**Schedule G - OUTSTANDING COMMITMENTS**

Any authorized expenditure that remains unpaid but will be reimbursed pending the receipt of a supplier invoice of travel claim shall be shown in the section. Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim nor will the Navy pay for direct costs associated with preparation of an invoice. Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

**6.0 QUALITY ASSURANCE**

6.1 The contractor shall provide and maintain a quality program in accordance with the following:

- a. The contractor is required to maintain and operate a facility wide quality management system that is designed for the products and services to be provided under the task order.
- b. The manufacturing and quality management systems will use ANSI/J-STD-001, "Requirements for Soldered Electrical and Electronic Assemblies", IPC-A-610, "Acceptability of Electronic Assemblies", and IPC-R-700, "Suggested Guidelines for Modification, Rework and Repair of Printed Boards and Assemblies" as the required guidelines for producing electrical and electronic assemblies.
- c. The quality management system will use the quality requirements as defined in FAR 46.202-4(a) and satisfy ISO 9001:2008, "Quality Management Systems – Requirements".
- d. The quality management system documentation and the system's effectiveness are subject to review by NAWCAD at any time during the period of performance of this agreement.
- e. Standard program data that may be required by the Government to compile trend studies shall be made available as needed. Specific standards and practices shall be provided for individual Projects.

6.2 The contractor's quality management organization must be clearly defined, and employees providing quality functions must have adequate responsibility, authority, and freedom to identify and evaluate problems and to initiate, recommend, or provide corrective action.

6.3 A periodic review of quality requirements shall be conducted by the contractor to identify the controls, processes, skills, fixtures, tools, and test equipment needed to ensure product quality. The results of this review shall update inspection and testing techniques, instrumentation, and manufacturing

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methods and processes. Standard program data that may be required by the Government to compile trend studies shall be available as needed. Specific standards and practices shall be provided for individual Projects.

## 7.0 FACILITIES/PROPERTY.

7.1 Contractor-Furnished Facilities. The contractor shall provide its own support facilities needed to perform the requirements of this task order except as provided in paragraph 7.2. The contractor shall provide, for both Government-site and Contractor-site requirements, all equipment and office/facility furnishings to support the SOW requirements. The contractor shall ensure that all Government-site employees requiring connectivity with the St. Inigoes RDT&E Network are either furnished or provided access to Intel based computers for development of documentation, databases, and spreadsheet data. These computers shall have sufficient memory, hard disk space, a network interface card, and capable of running a full range of standard software including current versions of Microsoft Windows Operating System and Microsoft Office Professional. Desktop computer systems shall be set-up to allow access to the St. Inigoes RDT&E Network. Minimum baseline requirements for these computers are as follows:

### Hardware

- Processor: Intel Core i5 (or i7 mobile for mobile devices)
- RAM: 4 GB SDRAM (or 4 GB DDR3 SDRAM for mobile devices)
- Hard drive: 500 GB 7200 RPM SATA (or 250 GB 7200 RPM SATA for mobile devices)
- Video Card: Integrated Intel HD 2000 graphics(VGA/DVI) (or Integrated Intel graphics for mobile devices)
- Optical Drive: DVD-ROM/CD Writer (or 8X CD/DVD Writer for mobile devices)
- Monitor: Capable of 1680 X 1050 or higher resolution (or Capable of 1366 X 768 or higher resolution for mobile devices)
- Network: 10/100/1000 Integrated Network Card
- Keyboard: USB Smart Card Reader Keyboard
- Mouse: USB 3 button mouse
- Wireless b/g/n compatible (for mobile devices) Software
- Windows 7 Professional 64 bit
- Microsoft Office 2013 (32bit only)
- Anti-virus (Government Site license)
- WinZIP (Government Only, SCMS Site license)
- ActivCard CAC Reader software (6.1 or higher)

The contractor shall also provide laser printers, fax machines, and other office automation equipment for each building in such a manner that employees' time can be utilized in the best fashion, without delays in waiting for data to be processed or be printed out. Portables are to be used for remote/web access only. The use of laptops and docking stations on the network is prohibited at this time. Contractors are mandated by DOD policies to use government-approved client PKI's, Class 4 Certificates, for accessing various government DOD resources, i.e. WEB Sites. The contractor shall provide approved client DOD client PKI Class 4 Certificates or CAC Badge/CAC Readers. The contractor shall provide all desks, chairs, and other office/facility furnishings. The cost shall not be a direct charge to the Government.

7.1.1 All property must be tagged as Contractor Furnished Equipment (CFE) assets. All CFE assets must have COR approval prior to connecting to the SCMS Division network. No personally owned computers are allowed to be attached to the SCMS Division network.

7.1.2 The facilities shall be within 50 ground transportation miles of NAWCAD St. Inigoes, MD. The facility location shall satisfy the daily technical and management operation of the task order. The contractor shall be responsible for coordinating delivery of Government provided equipment, i.e., integration materials and special purpose equipment, from the Government location to the designated contractor site. It is anticipated that the cost of the facilities will be proposed as an indirect charge to the Government, and the facility may not be located on Government property.

7.1.3 A Top Secret facility is required at time of award. A Top Secret facility outside the geographical location defined in 7.1.2 is allowable at time of award. However, the contractor shall have a Top Secret facility within the geographical location within 60 days of award.

7.2 Government-Furnished Facilities/Property. The Government will provide limited office, laboratory and integration space for the contractor for Government-site work requirements (approximately 7,000 square feet) located at NAWCAD, Patuxent River, St. Inigoes, MD. These shared access spaces shall be provided with integration benches, lights, power, and climate control as required for this effort. If the contractor chooses to alter the work area in any manner, they shall have prior approval from the COR and shall be responsible for the cost of any modifications approved. The contractor shall provide all equipment, tooling, test equipment, office/facility furnishings and equipment, and transportation vehicles to support the SOW requirements. Transportation vehicles shall be provided to support and meet delivery and pick-up of Government provided equipment and integration materials when scheduled. Integration materials will be provided to the contractor. On a limited case-by-case basis, special purpose equipment may be provided for use in the test and evaluation of Government furnished equipment. The cost of transportation vehicles supporting SOW requirements for the contractor to conduct its normal business operations will not be considered as an allowable direct cost in the performance of the task order.

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7.3 Reserved

7.4 Government-Furnished Material. The Government will provide technical manuals, drawings, equipment and other required information/material to be used during the performance of individual efforts. All Government Furnished Material (GFM) shall be returned to the COR upon completion of the work.

7.5 Special Facilities.

a. Under this contract, contractor employees, spouses, and family members assigned overseas within the European Theater in Germany will be regulated by Army in Europe (AE) Regulations 600-700 dated 4 Feb 2010, or its replacement as superseded. Individual Logistics Support for Civilian Contractor Personnel will be provided in accordance with Chapter 7 of this Regulation.

**8.0 DATA ITEMS FORMAT.** The contractor shall provide a uniform order of the following information clearly placed on all required task order data item (deliverables): task order number, contractor's name, contractor Work Breakdown Structure Number, CDRL number and title, period covered, and date of submission. Progress reports identified in SOW 5.0 shall include charts, curves, and other graphics needed to clearly define the status of the task order. All data items required by the CDRLs (DD Form 1423, Exhibit A) shall be distributed to the COR electronically whenever possible, at an NMCI email account or via an information management system such as SharePoint, from a contractor-furnished workstation.

8.1 The contractor shall provide deliverables in electronic format whenever possible. Deliverables shall be electronically submitted to the COR where feasible, or provided via disk and hard copy when electronic submission is not feasible to submit. Specific Internet addresses for electronic submission of deliverables will be provided after task order award.

**9.0 TASK ORDER OPTION PERIOD CLOSE-OUT.** The contractor shall within 90 days after completing each task order option, provide a close-out report, Attachment 5. The reports shall include financial data, deliverable status, disposition of Contractor-Furnished Materials, list of Government-furnished materials, and outside services, as a minimum. The close-out report shall then be signed by the contractor program manager and forwarded to NAWCAD, Patuxent River, St. Inigoes, Code 4.11.4 (CDRL A012).

**10.0 OPSEC Plan.** The Operations Security Plan shall be furnished pursuant to the requirements provided herein, CDRL A016, and Attachment (6), Department of Defense Contract Security Classification Specification.

10.1 Operations Security: The contractor shall maintain a facility level OPSEC Program to protect Critical Information (CI) to be used at the contractor facility during the performance of this contract. The contractor shall practice OPSEC and implement countermeasures to protect CI and other sensitive unclassified information and activities, especially those activities or information which could compromise classified information or operations, or degrade the planning and execution of military operations performed or supported by the contractor in support of the mission. If the contractor cannot resolve an issue concerning OPSEC they will contact the COSR. The Contractor is responsible for subcontractor implementation of the OPSEC program requirements for this contract.

10.2 OPSEC Plan: The OPSEC plan shall be developed in accordance with the requirements set forth in NAWCADINST 3432.1A and OPNAVINST 3432 and submitted electronically to NAWCAD SCMS Division Code 4.11.4, Patuxent River, St. Inigoes, MD.

## 11.0 WORKPLACE AND SCHEDULE

11.1 Work Schedule. The contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday - Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5-hour workday, which includes the 30-minute lunch break). The work schedule at OCONUS locations will coincide with the deployment schedule which varies based on the tasking.

Government Employees are allowed to voluntarily work a "Compressed Work Schedule" (CWS). CWS is an alternative work schedule to the traditional five 8.5-hour workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule, an employee completes the following schedule within a two-week period: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday (Friday) is alternately worked as 8.5 hours (which includes a 30-minute lunch), and one weekday (Friday) is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

The contractor awarded this task order, with agreement by COR, may allow its employees to work a CWS schedule. Any contractor that chooses to allow its employees to work a CWS schedule in support of this task order agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this task order and will not be reimbursed by the government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent contractor employees from providing necessary staffing and services coverage when required by the Government facility.

11.2 Overtime. The contractor may be required to provide labor hours in excess of 40 hours per week to include holidays, weekends and/or irregular times and shifts based upon travel and OCONUS requirements, operations or emergencies. The COR may authorize use of pre-approved overtime.

12.0 Reserved

## 13.0 TRAVEL.

13.1 OCONUS TRAVEL. The contractor may be required to provide OCONUS support for intelligence operations and communication equipment/systems and subsystems as required by the COR in accordance with DFARS clause 252.225-7040. OCONUS support shall include, but is not limited to, providing adaptive engineering support, integration support, installation, informal training, review, configuration management feedback evaluation, trouble report tracking, equipment evaluation, procurement support of equipment, user maintenance issue resolution support, repair support, and communication equipment testing in accordance with SOW paragraphs 3.0-3.12. When travel is required to OCONUS locations, the contractor shall meet the requirements set forth in the task order. Potential locations may include but are not limited to the United Kingdom, Germany, the Philippines, Australia, South Korea, Iraq, and Afghanistan.

OCONUS travel may be required in potentially dangerous environments. Contractors may be eligible for Danger Pay as a percent of their basic compensation per Department of State Office of Allowances guidance per location.

Quarterly Contractor Census Reporting is required for in garrison travel locations. The COR may require Synchronized Pre-deployment and Operations Tracker (SPOT) quarterly reporting for OCONUS travel.

13.2 CONUS TRAVEL. CONUS travel may also be required to meet the requirements set forth in the task order. Potential locations within the

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Continental United States where the contractor may be required to provide support include but are not limited to, Fallon, NV, Fayetteville, NC, Aberdeen, MD, Jacksonville, NC, Pasadena, CA, Spring Lake, NC, Rockville, MD, Tampa, FL, Inglewood, CA, Melbourne, FL, Chambersburg, PA, Elgin, FL, Fort Campbell, KY, El Paso, TX, Fort Lewis, WA, Fort Campbell, KY, Lexington, KY, Colorado Springs, CO, Clarksville, TN, Fort Bliss, TX, Eglin Air Force Base, FL, Chesapeake, VA, San Diego, CA, Charleston, WV, Alcoa, TN, Knoxville, TN, Fort Walton Beach, FL, Westford, MA, Atlanta, GA, Arlington, VA, Alexandria, VA, Charleston, SC, Orlando, FL, Dover, DE, Washington, D.C., Fort Letterkenny, PA, Fort Bragg, NC, Virginia Beach, VA, Sandy, UT, San Antonio, TX, Spokane, WA, Riverdale, MD, Portland, OR, Camp Lejeune, NC, Hampton, VA, Tacoma, WA, Columbia, MD, Paso Robles, CA, Homestead, FL, Cary, NC, Irving, TX, Morgantown, WV, New York City, NY, Clovis, NM, Doral, FL, Miami, FL, Destin, FL, Suffolk, VA, Doral, FL, Key West, FL, Fort Belvoir, VA, Frederick, MD, Slidell, LA, Gulfport, MS, Honolulu, HI, Augusta, GA, San Antonio, TX, Langley, VA, Beale AFB, CA. These locations are not listed in any particular order.

**14.0 ESTIMATED MATERIAL.** It will be necessary for the contractor to have a material funding allocation to respond immediately to system development requirements, system failures, and system operational requirements. All incidental material purchases will be approved per the H-3 Clause, Restriction on the Direct Charging of Material.

**15.0 INFORMATION TECHNOLOGY (IT).** The contractor may be required to access Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with NAVAIR Clause 5252.204-9505.

The Government will provide all necessary reference documents not generally available to the Contractor as required. Throughout the life of the task order, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this SOW.

The Contractor shall not purchase any Information Technology (IT) equipment on behalf of NAVAIR in support of this Task order without a Naval Air Systems Command (NAVAIR) Command Information Officer (CIO) signed "IT" approval.

It is the Government's responsibility to ensure that any "IT" procurement (hardware/hardware maintenance, software/software maintenance, support services, web services, telecommunications, etc.) procured by the Contractor under the scope of this Contract/Task Order that contains "IT" meet the following requirements.

15.1 Clinger-Cohen Act. In 1996, Congress enacted the Clinger-Cohen Act (CCA) requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain, and dispose of information technology. In accordance with the following Department of Defense Directive (DoDD), Department of Defense Instruction (DoDI), Office of the Secretary of Defense (OSD) memo, and Secretary of the Navy Instruction (SECNAVINST), CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's Chief Information Officer (CIO) to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance (IA) strategy depends on the Acquisition Category (ACAT).

- a. DoDD Number 5000.01 "The Defense Acquisition System," May 12, 2003, Certified Current as of November 20, 2007
- b. DoDI 5000.02, "Operation of the Defense Acquisition System," December 8, 2008
- c. OSD Memo, "Clinger-Cohen Act Compliance Policy," Mar 8 2002
- d. SECNAVINST 5000.2D, "Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System," October 16, 2008

15.2 System Software / Application Compliance. "All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMP)), Department of the Navy (DON)/Naval Air Systems Command (NAVAIR) Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

15.3 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services. All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated within the NAVAIR Enterprise portal and collaboration environment whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Potential policies include, but are not limited to:

- a. OMB Management of Federal Information Resources, OMB CIRCULAR NO. A-130 Revised [http://www.whitehouse.gov/omb/circulars\\_a130\\_a130trans4](http://www.whitehouse.gov/omb/circulars_a130_a130trans4)
- b. OMB Policies for Federal Agency Public Websites, OMB M-05-04 <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf>
- c. Section 508, Rehabilitation Act of 1973 <http://www.section508.gov/>
- d. Department of Defense Web Policies and Guidelines <http://www.defense.gov/webmasters>
- e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website <https://www.nioc-norfolk.navy.mil/wra/index.html>
- f. DON Policy for Content of Publicly Accessible World Wide Web Sites SECNAVINST 5720.47B <http://www.doncio.navy.mil/PolicyView.aspx?ID=421>
- g. NAVAIR CIO Website (NAVAIR specific policy and guidelines [https://mynavair.navaair.navy.mil/portal/server.pt/community/dcio\\_applications\\_integration\\_business\\_intelligence\\_%287\\_2\\_2%29/1491/web\\_enablement/57583](https://mynavair.navaair.navy.mil/portal/server.pt/community/dcio_applications_integration_business_intelligence_%287_2_2%29/1491/web_enablement/57583)
- h. DISA Hosting of All Navy Websites (NAVADMIN 061/08) <http://www.npc.navy.mil/NR/rdonlyres/A4E463D0-02AF-4094-A054-BB1D807F631B/0/NAV08061.txt>
- i. Consolidation of Navy Web Sites - Reduction of IM/IT Footprint NAVADMIN 145/07 <http://www.npc.navy.mil/NR/rdonlyres/787908B8-55E8-4A6F-9BD8-A74B3C0824F0/NAV07145.txt>
- j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All Unclassified Web Sites and Uniform Resource Locators <http://www.doncio.navy.mil/PolicyView.aspx?ID=577>

15.4 Information Assurance (IA) and Personnel Security Requirements. The contractor may be required to access Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with NAVAIR Clause 5252.204-9505.

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DON. The DON CIO

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is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

“All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009
- b. (Chairman of the Joint Chiefs of Staff Instruction) CJCSI 3170.01G (series), “Joint Capabilities Integration and Development System”, 1 March 2009
- c. CJCSI 6211.02C (series) – “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008
- d. CJCSI 6212.01E (series) – “Interoperability and Supportability of Information Technology and National Security Systems,” 15 December 2008
- e. CJCSI 6250.01C (series) – “Satellite Communications,” 30 April 2007
- f. CJCSI 6510.01E, “Information Assurance (IA) and Computer Network Defense (CND),” 15 August 2007
- g. (Chairman of the Joint Chiefs of Staff Manual) CJCSM 6510.01A – “Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program”, 24 June 2009
- h. [Chief of Naval Operations/Headquarters, United States Marine Corps] CNO N614/HQMC C4 – “Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0,” 31 October 2002
- i. Defense Acquisition Guidebook – Chapter 7 “Acquiring Information Technology, Including National Security Systems,”; Section 7.5 “Information Assurance (IA)”
- j. DoD 5220.22-M, “National Industrial Security Program Operating Manual,” February 28, 2006 (NISPOM)
- k. DoD 8570.01-M, “Information Assurance Workforce Improvement Program”, 19 Dec 2005 (Incorporating Change 2, Feb 25, 2010)
- l. DoDD 8000.01 “Management of the Department of Defense Information Enterprise,” February 10, 2009
- m. DoDD 8100.02, “Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007
- n. DoDD 8500.01E (series), “Information Assurance (IA),” October 24, 2002, Certified Current as of April 23, 2007
- o. DoDD 8570.01 “Information Assurance Training, Certification, and Workforce Management,” August 15, 2004, Certified Current as of April 23, 2007
- p. DoDI 4630.8, “Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS),” June 30, 2004
- q. DoDI 8500.2, “Information Assurance Implementation,” February 6, 2003
- r. DoDI 8510.01, “DoD Information Assurance Certification and Accreditation Process (DIACAP),” November 28, 2007
- s. DoDI 8520.2, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling, April 1, 2004
- t. DoDI 8551.1, “Ports, Protocols, and Services Management (PPSM),” August 13, 2004
- u. DoDI 8580.1, “Information Assurance in the Defense Acquisition System,” July 9, 2004
- v. DoDI 8581.01, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense,” June 8, 2010
- w. DON CIO Memo 02-10, “Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology,” 26 April 2010
- x. DON Itr 5239 NAVAIR 726/2322 of 18 Feb 09, “NAVAIR Data at Rest Policy”
- y. Federal Information Processing Standards Publications (FIPS PUB) [<http://www.itl.nist.gov/fipspubs/by-num.htm>]
- z. (National Security Telecommunications and Information Systems Security Policy) NSTISSP No. 11, “Revised Fact Sheet National Information Assurance Acquisition Policy,” July 2003
- aa. (Office of the Chief of Naval Operations) OPNAV INST 5239.1C, “Navy Information Assurance (IA) Program,” 20 Aug 08
- bb. SECNAV M-5239.1, “Department of the Navy Information Assurance Program; Information Assurance Manual,” November 2005
- cc. SECNAVINST 5230.15, “Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software,” 10 April 2009
- dd. SECNAVINST 5239.3B, “Department of the Navy Information Assurance Policy,” June 17, 2009
- ee. SECNAVINST 5239.19, “Department of the Navy Computer Network Incident Response and Reporting Requirements,” 18 March 2008
- ff. The National Security Act of 1947
- gg. Title 40/Clinger-Cohen Act

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA Manager is available via the NAVAIR portal at [https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS\\_32\\_0\\_856\\_0\\_-1\\_47/http/C27VMWARPAXR274.nadsusea.nads.navy.mil;11930/collab/do/document/overview?projID=135128&documentID=290394](https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_0_856_0_-1_47/http/C27VMWARPAXR274.nadsusea.nads.navy.mil;11930/collab/do/document/overview?projID=135128&documentID=290394)

All IT procured on behalf of NAVAIR shall meet all DoD/DON and NAVAIR IA polices. Failure to follow these policies will result in denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These IA policies are standard across the Department and ensure IA compatibility and interoperability.

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IT systems and or networks operated by contractors subsequent to a NAVAIR contract/task order, regardless of the level of data processed shall be operated and in accordance with the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this task order. All Contractor-owned hardware and/or software shall meet DoDI 8500.2 IA Controls, is subject to validation scanning, and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria must be met before being connected to any DoD or NAVAIR network in support of this task order. Requirements include:

- a. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- b. Extent of Validation Scanning. To prevent scanning of “corporate” assets, all such networks, equipment, and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;
- c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6211.02C (series), “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008;
- d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- e. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

15.5 Enterprise Architecture.

- a. Contractor Networks and Connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this task order. The contractor may access non-government, external IP space via the NAVAIR-provided Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.
- b. Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.
- c. Disclosure of pre-existing networks, circuits, or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts/task orders shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit, or connection shall be grounds for immediate disconnection.
- d. IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract/task order without a NAVAIR CIO signed IT approval.

15.6 Reserved

**16.0 PLACE OF PERFORMANCE.**

Work shall be performed at both Government (approximately 35%) furnished and contractor (approximately 65%) facilities in accordance with SOW 7.0 and within Government furnished facilities within all potential areas of travel in accordance with SOW 13.0.

**17.0 SECURITY.**

17.1 The contractor shall confirm to the requirements of the DD254, Attachment 6, in Section J of this task order.

17.2 Only U.S. citizens may perform under this contract. All personnel must be able to obtain a clearance at the Secret Level. The first table provides the labor categories requiring Secret Level clearances and the time-frame clearance is required. The second table provides the labor categories requiring Top Secret clearances as well as the timeframe clearances are required. Labor categories not listed in the below tables are not required to have the appropriate security clearance as stated on the DD Form 254 at the time of award. However, upon government request by the COR for cleared staff, the personnel shall have the required SF-86, Questionnaire for National Security Positions, submitted within five (5) working days after the notification. This should result in an interim clearance being assigned within ten (10) working days.

<u>Labor Category</u>	<u>Time-frame Secret Level Clearance Required</u>
Engineer/Scientist I	At time of award
Principal Cybersecurity and Information Assurance Specialist	At time of award
Information Assurance Analyst, Senior	At time of award
Information Assurance Analyst	At time of award
Program Analyst	At time of award
Program Analyst, Junior	At time of award
Financial Analyst, Junior	At time of award
Engineering/Electronics Technician, Senior	At time of award
Engineering/Electronics Technician	At time of award
Engineering/Electronics Technician, Junior	At time of award
Engineering Technician III	At time of award
Engineering Technician II	At time of award
Engineering Technician I	At time of award
Material Coordinator	At time of award

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Supply Technician	At time of award
Computer Programmer IV	At time of award
Computer Programmer III	At time of award
Computer Programmer II	At time of award

<u>Labor Category</u>	<u>Time-frame Top Secret Level Clearance Required</u>
Program Manager	At time of award
Project Manager (2)	At time of award
Systems Analyst (2)	At time of award
Network Engineer (2)	At time of award
Engineer/Scientist III (2)	At time of award
Engineer/Scientist II	At time of award
Computer Specialist, Senior (2)	At time of award
Computer Specialist	At time of award
Field Technician	At time of award
Telecommunications Mechanic II	At time of award
Program Analyst	Within 6 months of award
Engineering/Electronics Technician	Within 6 months of award
Engineering/Electronics Technician, Senior	Within 6 months of award
Engineering Technician III	Within 6 months of award
Computer Programmer IV	Within 6 months of award
Computer Programmer III	Within 6 months of award
Principal Cybersecurity and Information Assurance Specialist	Within 6 months of award
Information Assurance Analyst, Senior	Within 6 months of award

The number shown in the brackets in the above table represents the number of personnel required to have the clearance level identified. If there is not a number identified, only one (1) person is required to have the clearance level identified.

17.3 Prior to new employees starting work under this task order, the contractor shall ensure these employees have and maintain a minimum of Department of Defense (DOD) National Agency Check (NAC), or the ability to obtain the interim equivalent during the period of performance in order to perform the work assigned and access the facilities required to perform the work.

17.4 The work to be performed under this task order, as delineated in the DD254 (Attachment 6), involves access to and handling of classified material up to and including TOP SECRET.

18.0 **Identification Badges.** The Contractor shall furnish all requested information required to facilitate issuance of identification badges, as required, and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards (CACs), are returned in accordance with NASPAXRIV Instruction 5510.15, "Regulations Governing Admission to Naval Air Station, Patuxent River, Webster Field, and Navy Recreation Center Solomons".

19.0 **Identification of Contractor Personnel.** Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communications. Similarly, the contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference where contractor personnel are in attendance.

20.0 **Surveillance Activity Checklist.** The Government will conduct surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables as provided in the Surveillance Activity Checklist (SAC), Attachment 7. The Government will evaluate contractor performance in the areas of Quality, Schedule, Cost Control, Business relations, Management, Small business compliance, and other areas in accordance with the method and measure established in the SAC.

## 21.0 Labor

<b>LABOR CATEGORIES</b>
*Program Manager (1)
*Project Manager (2)
*Systems Analyst (2)
*Network Engineer (2)
*Engineer/Scientist III (2)
*Engineer/Scientist II (1)
*Computer Specialist, Senior (2)
*Computer Specialist (1)
*Principal Cyber-security & Information Assurance Specialist (2)
*Information Assurance Analyst, Senior (1)
Engineer/Scientist I
Information Assurance Analyst
Field Technician
Program Analyst
Program Analyst, Junior
Financial Analyst, Junior

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Engineering/Electronics Technician, Senior
Engineering/Electronics Technician
Engineering/Electronics Technician, Junior
Engineering Technician III
Engineering Technician II
Engineering Technician I
Telecommunications Mechanic II
Computer Programmer IV
Computer Programmer III
Computer Programmer II
Supply Technician
Material Coordinator

**\*Represent Key Labor Category**

The number shown in the brackets in the above table represents the number key personnel in the identified labor category and the number of resumes required per key labor category

SCA Labor Category	SCA Code
Telecommunications Mechanic II	23932
Supply Technician	01410
Material Coordinator	21030
Engineering Technician III	30083
Engineering Technician II	30082
Engineering Technician I	30081
Computer Programmer IV	14074
Computer Programmer III	14073
Computer Programmer II	14072

21.1. Minimum Personnel Requirements

21.1.1. The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

21.1.2 The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

21.1.3 Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships.

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

The aforementioned matrix is provided to illustrate the relationship between the applicable labor categories contained in L-5, 2.1 of this solicitation and their respective Service Contract Act Wage Determination Equivalent Categories.

21.1.4 DEFINITIONS - As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

21.1.4.1 academic year - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

21.1.4.2 accredited institution - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

21.1.4.3 accredited program - an educational program or course of study offered by a post-secondary educational institution, which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

21.1.4.4 degree - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

21.1.4.5 engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical, information systems or nuclear engineering.

21.1.4.6 experience or years of experience

21.1.4.6.1 When used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

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21.1.4.6.2 When used in relation to requirements for a particular term or period of participation, “years of experience” shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

21.1.4.7 postgraduate degree - a master’s, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor’s degree was a prerequisite.

21.1.4.8 technical discipline – when used in relation to educational or work experience requirements, “technical discipline” shall mean a degree in the field of Physics, Mathematics, or Sciences.

21.1.4.9 technical rating - completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician (IT) or the equivalent from another branch of service.

21.1.4.10 active or current certification - Individuals must be able to demonstrate that they possess a valid certification, per vendor re-certification standards, at the time of proposal submittal and at the time of contract award, if the position requires a certification.

21.1.5 Labor Category Qualifications:

21.1.5.1 The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

21.1.5.2. The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below (the number of resumes required per key labor category are shown in brackets).

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

**QUALIFICATIONS:**

a. **Program Manager.** (Key) This labor category shall act as the overall lead, manager and administrator for the contracted effort in support of Intelligence Operations and Communication Systems (IOCS) and their associated networks. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Oversees contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements. Minimum qualifications are:

Education:

BS or BA degree in Business Administration, Engineering Management, Engineering or Engineering Discipline.

Experience:

At least six (6) years of professional experience in Defense acquisition, and three (3) of the required six (6) years of experience must be in support of Navy Acquisition management. Management and Supervision experience relating to the design, development, integration, testing and fielding of DoDIIS communication systems and networks. Experience in initiating and maintaining technical direction within broad program objectives directly related to communication systems and networks. Knowledgeable of DoD acquisition policies and procedures.

Demonstrated knowledge of and experience with the requirements of the DoD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

OR

Education:

AS or AA degree in Business Administration, Engineering Management, Engineering or Engineering Discipline may be substituted for a BS/BA

Experience:

An additional four (4) years of experience for a total of ten (10) years of experience in Defense acquisition management and three (3) of the required ten (10) years of experience must be in support of Navy Acquisition management may be substituted for a BS/BA degree. Management and Supervision experience relating to the design, development, integration, testing and fielding of DoDIIS communication systems and networks. Experience in initiating and maintaining technical direction within broad program objectives directly related to DoDIIS communication systems and networks. Knowledgeable of DoD acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

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OR:

Experience:

An additional eight (8) years of experience for a total of fourteen (14) years of experience in Defense acquisition management and three (3) of the required fourteen (14) years of experience must be in support of Navy Acquisition management may be substituted for a BS/BA or AS/AA degree. Management and Supervision experience relating to the design, development, integration, testing and fielding of DoDIIS communication systems and networks. Experience in initiating and maintaining technical direction within broad program objectives directly related to DoDIIS communication systems and networks. Knowledgeable of DoD acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

**b. Project Manager.** (Key) This labor category shall apply project principles to investigate, analyze, plan, design, develop, implement, test, or evaluate communication systems and networks. Reviews and prepares project and technical analyses, reports, change proposals, and other technical documentation. Applies project experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of DODIIS communication systems and networks, associated support systems, or management information systems. As the project manager for the contracted effort, ensure project procedures and controls are followed, manage manning and staffing project efforts, and lead problem resolution efforts. Interfaces with system or program contractors, vendors, and Government representatives regarding the technical aspects of the programs/projects. Minimum qualifications are:

Education:

BS or BA degree in Engineering Management, Computer Science, Engineering or Engineering Discipline.

Experience:

At least five (5) years of experience in engineering management and supervision of a project relating to the design, development, integration, testing and fielding of DODIIS communication systems and networks, or other DoD communication systems or networks.

OR

Education:

AS or AA degree in Engineering Management, Computer Science, Engineering or Engineering Discipline may be substituted for a BS/BA.

Experience:

At least eight (8) years of experience in engineering management and supervision of a project relating to the design, development, integration, testing and fielding of DODIIS communication systems and networks, or other DoD communication systems or networks.

**c. Systems Analyst.** (Key) This labor category shall lead collection of information to analyze and evaluate DODIIS communication systems and networks. Performs logical and physical system design and reviews and prepares system documents and specifications. Conducts technical research on system upgrades to determine feasibility, cost, time required, and compatibility with system. Prepares reports, studies and documentation. Delivers presentations and participates in meetings. Works on special problem areas; administers complex areas of the network, security analysis and planning. Minimum qualifications are:

Education:

BS or BA degree in Mathematics, Computer Science, Engineering or Engineering Discipline.

Experience:

At least six (6) years of experience with DoDIIS communication systems and networks, or other DoD communication systems or networks. Demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques. Experience working independently and as part of a team in researching data, developing analytical techniques and methodologies. Demonstrated knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system. Performs tasks with little or no guidance.

OR

Education

AS or AA degree in Mathematics, Computer Science, Engineering or Engineering Discipline may be substituted for a BS/BA.

Experience:

An additional four (4) years of experience for a total of ten (10) years of experience with DoDIIS communication systems and networks, or other DoD communication systems or networks. Demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques. Experience working independently and as part of a team in researching data, developing analytical techniques and methodologies. Demonstrated knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system; performs tasks with little or no guidance; may be substituted for a BS/BA or AS/AA degree.

OR

Experience:

An additional eight (8) years of experience for a total of fourteen (14) years of experience with DoDIIS communication systems and networks, or other DoD

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communication systems or networks. Demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques. Experience working independently and as part of a team in researching data, developing analytical techniques and methodologies. Demonstrated knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system; performs tasks with little or no guidance; may be substituted for a BS/BA or AS/AA degree.

**d. Network Engineer.** (Key) This labor category shall support tasking that involves engineering development, integration and interface design analysis, installation, integration, fielding and field analysis, operation, maintenance, and testing of DoDIIS communication systems and networks hardware and software. Qualified personnel shall have the foregoing experience relating to local, regional, and wide area networks, and DoDIIS communication systems and networks supporting voice, video, data, and imagery information. Minimum qualifications are:

Education:

BS or BA degree in Computer Science, Engineering or an Engineering Discipline.

Experience:

At least four (4) years of practical analysis experience in network design, administration, operations, procedures, and troubleshooting;

AND

Active Microsoft Certified Systems Engineer (MCSE) certification OR Active Microsoft Certified Solutions Expert (MCSE) certification in Server Infrastructure, Enterprise Devices and Apps, Data Platform, Messaging, or Communication OR Current Cisco Certified Network Associate (CCNA) certification.

**e. Engineer/Scientist III.** (Key) This labor category shall apply engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate DoDIIS communication systems and networks. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of DoDIIS communication systems, networks and associated support systems, or management information systems. Minimum qualifications are:

Education:

BS or BA degree in Engineering, an Engineering Discipline, or in a Technical Discipline.

Experience:

At least six (6) years of practical engineering experience in DoD communication systems and networks.

**f. Engineer/Scientist II.** (Key) This labor category shall apply engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate DoDIIS communication systems and networks. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of DoDIIS communication systems and networks, associated support systems, or management information systems. Minimum qualifications are:

Education:

BS or BA degree in Engineering, an Engineering Discipline, or in a Technical Discipline.

Experience:

At least three (3) years of practical engineering experience in DoD communication systems and networks.

**g. Computer Specialist, Senior.** (Key) This labor category shall independently apply knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems structures and operation, and computer programming languages and techniques to solve automations problems related to DoDIIS communication systems and networks. Addresses scientific, engineering or business objectives by writing, modifying or adapting computer programs in machine level, assembly and third or fourth generation programming languages. Interfaces with and uses minicomputer and mainframe computer systems in addressing project objectives. Independently identifies and uses standard, unconventional and original mathematical, algorithmic, and programmatically approaches to define, plan, organize, design, develop, modify, test, and integrate database or data processing systems, computer hardware systems and simulations models. Formulates architectural design, functional specifications, interfaces and documentation of hardware or software systems considering system interrelationships, operating modes and software or equipment configurations. Researches unconventional applications of software and operating systems in designing and developing new methodologies, significant modifications or adaptations of standardized techniques. Responsible for developing project plans, guidelines, and controls. May act as team or project leader, supervising and advising with respect to the work of other computer specialists, scientists, or technicians. Minimum qualifications are:

Education:

BS or BA degree in Computer Science, Information Systems Management, Mathematics, Operations Research, Statistics, Engineering or an Engineering Discipline.

AND

Active Microsoft Certified Systems Engineer (MCSE) certification OR Active Microsoft Certified Solutions Expert (MCSE) certification in Enterprise Devices

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and Apps, Data Platform, Business Intelligence, Messaging, Communication, or SharePoint OR Current Cisco Certified Network Associate (CCNA) certification.

Experience:

At least four (4) years of experience in performing the foregoing functions as outlined in the position description. At least one (1) year of the foregoing four (4) years total experience shall have been as a team leader or supervisor. At least one (1) year of the foregoing four (4) years total experience shall have consisted of performing computer specialist functions on DoD communication systems or networks.

OR

Education/Experience:

Eight (8) years of combined education (at the undergraduate level in any academic field) and experience performing the foregoing functions as outlined in the position description can be substituted for a BS or BA degree. At least one (1) year of the foregoing eight (8) years combined education and experience shall have been as a team leader or supervisor. At least one 1 year of the foregoing eight (8) years combined education and experience shall have consisted of performing computer specialist functions on DoD communication systems or networks.

AND

Active Microsoft Certified Systems Engineer (MCSE) certification OR Active Microsoft Certified Solutions Expert (MCSE) certification in Enterprise Devices and Apps, Data Platform, Business Intelligence, Messaging, Communication, or SharePoint OR Current Cisco Certified Network Associate (CCNA) certification.

**h. Computer Specialist.** (Key) This labor category shall apply knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems structures and operation, and computer programming languages and techniques to solve automation problems related to DoDIIS communication systems and networks. Applies scientific, engineering or business objects by writing, modifying, or adapting computer programs in machine level, assembly and third or fourth generation programming languages. Interfaces with and uses minicomputer and mainframe computer systems in addressing project objectives. Uses standard or conventional approaches, methods, and techniques to define, plan, organize, design, develop, modify, test and integrate database or data processing systems, computer hardware systems and simulation models. Assists in formulating architectural design, functional specifications, interfaces and documentation of hardware or software systems. Uses detailed specification and adapts standardized techniques, methods, criteria and precedents to develop or modify portions of a system or program. Responsible for segments or phases of broader, more complex projects. Minimum qualifications are:

Education:

BS or BA degree in Computer Science, Information Systems Management, Mathematics, Operations Research, Statistics, Engineering or an Engineering Discipline.

Experience:

At least three (3) years experience in performing the foregoing functions as outlined in the position description. At least one (1) year of the foregoing total experience shall have consisted of performing computer specialist functions on DoD communication systems or networks.

OR

Education/Experience:

Eight (8) years of combined education (at the undergraduate level in any academic field) and experience performing the foregoing functions as outlined in the position description can be substituted for a BS or BA degree. At least one (1) year of the foregoing eight (8) years of combined education and experience shall have consisted of performing computer specialist functions on DoD communication systems or networks.

**i. Principal Cyber-security and Information Assurance Specialist.** (Key) This labor category shall serve as a functional expert in support of tasking that involves advanced knowledge of Information Assurance policy or technical cybersecurity solutions necessary to ensure the safe operation and/or accreditation of complex DoDIIS communication systems and networks. This support would include evaluating the integration of emerging cybersecurity technologies into multiple enterprise communication systems, performing penetration testing, performing cyber forensics, system security engineering, integrating identify management solutions, developing mitigation strategies to reduce risk for communication systems and networks with a high cyber-attack risk, interfacing with senior policy and accrediting authorities across various DoD services and Combatant Commands, and defining program plans for obtaining all necessary authorization and connection approvals. Minimum qualifications are:

Education:

BS or BA degree in Computer Science, Engineering or Engineering Discipline.

Experience:

At least ten (10) years of practical experience and either a broad background in numerous cybersecurity technologies/policy organizations or have deep background in a specific cyber technology such as Cross Domain Solutions, Multi-Level Security (MLS), Host Based Security Systems, Identity Management Solutions, Intrusion Detection/Prevention Systems, Public Key Infrastructure, Mobile Device Management, Wireless Security Solutions, Communications Security (COMSEC), Cryptography, or other emerging cyber technology solution;

AND

Must meet current DoD 8570.01M training requirements.

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OR

Education:

High School diploma can be substituted for a BS/BA degree.

Experience:

An additional ten (10) years of experience for a total of twenty (20) years of experience of practical experience and either a broad background in numerous cybersecurity technologies/policy organizations or have deep background in a specific cyber technology such as Cross Domain Solutions, Multi-Level Security (MLS), Host Based Security Systems, Identity Management Solutions, Intrusion Detection/Prevention Systems, Public Key Infrastructure, Mobile Device Management, Wireless Security Solutions, Communications Security (COMSEC), Cryptography, or other emerging cyber technology solution can be substituted for a BS or BA degree.

AND

Must meet current DoD 8570.01M training requirements.

**j. Information Assurance Analyst, Senior.** (Key) This labor category shall serve as a team leader for the support of tasking that involves the analysis of the information assurance posture of DoDIIS communication systems and networks in support of system certification and accreditation. This support would include analysis of DoDIIS networks/systems; development of secure networks/systems; and integration, testing, and maintenance of the networks/systems. Lead the development of system IA documentation to support certification of compliance to applicable standards including DIACAP, DCID 6/9, and ICD 503. Apply knowledge of Information Security policies and procedures to process and protect DoD classified information. Apply knowledge of policies, regulations, and Executive Orders in the marking, handling, and dissemination of classified material and information and creation and use of Security Classification Guides (SCGs). Apply knowledge of policy, regulations and Executive Orders in the release of U.S. Government information. Develop, participate in, and/or provide Information Security training and awareness. Minimum qualifications are:

Education:

BS or BA degree in Computer Science, Engineering or an Engineering Discipline.

Experience:

At least seven (7) years of practical computer system/network security experience in secure network and system design, analysis, procedure/test generation, test execution and implementation of computer/network security mechanisms.

OR

Education:

AS or AA degree in Computer Science, Engineering or Engineering Discipline can be substituted for a BS/BA degree.

Experience:

An additional three (3) years for a total of ten (10) years of practical computer system/network security experience in secure network and system design, analysis, procedure/test generation, test execution and implementation of computer/network security mechanisms can be substituted for a BS/BA degree.

**k. Engineer/Scientist I.** This labor category shall apply engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate DoDIIS communication systems and networks. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of DoDIIS communication systems, networks and associated support systems, or management information systems. Minimum qualifications are:

Education:

BS or BA degree in Engineering, an Engineering Discipline or in a Technical Discipline.

Experience:

At least one (1) year of practical engineering experience in DoD communication systems and networks.

**l. Information Assurance Analyst.** This labor category shall apply provide technical support involving evaluation, integration, fielding, maintenance, testing, and operation of DoDIIS communication systems, networks and associated subsystems. Assist the development of system IA documentation to support certification of compliance to applicable standards including DIACAP and DCID 6/9. Minimum qualifications are:

Education:

BS or BA degree in Computer Science, Engineering or an Engineering Discipline.

Experience:

At least four (4) years of practical DoDIIS communication systems and networks security experience in secure network and system design, analysis, procedure/test generation, test execution and implementation of computer/network security mechanisms.

OR

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Education:

A High School diploma can be substituted for a BS/BA degree.

Experience: An additional four (4) years for a total of eight (8) years of practical DoDIIS communication systems and networks security experience in secure network and system design, analysis, procedure/test generation, test execution and implementation of computer/network security mechanisms can be substituted for a BS/BA degree.

**m. Field Technician.** This labor category shall install, troubleshoot and maintain DoDIIS communication systems and networks. Trains employees, identifies, analyzes, and repairs product failures, orders and replaces parts as needed. Minimum qualifications are:

Education:

AS or AA in Engineering, an Engineering Discipline, or a Technical Discipline.

Experience:

At least four (4) years of experience in performing Field Technician functions on DoD communication systems or networks as described in the position description above.

**n. Program Analyst.** This labor category shall analyze program requirements, status, budget and schedules. Performs program management, technical, or business case analyses. Participates as a member of and/or supports the specified Program Integrated Product Teams (IPTs); and IPT directed business meetings. Collect, complete, organize and interpret technical data and financial information relating to DoDIIS communications systems and networks acquisition and product programs. Tracks program/project status and schedules. Applies policies and procedures for financial planning. Minimum qualifications are:

Education:

BS or BA degree in Business, Management or a Technical Discipline.

Experience:

At least four (4) years of experience in program management, technical or business analysis discipline; and included in the four (4) years, there must be two (2) years professional experience in technical efforts supporting DoDIIS communication systems and networks projects. Demonstrated experience in the program/project status and schedules. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of acquisition programs (as specified in the DoD 5000 series). Must have experience processing program acquisition, funding and contract documentation for federal programs.

OR

Education:

AS or AA degree in Business, Management or a Technical Discipline can be substituted for a BS/BA degree.

Experience: An additional four (4) years of experience for a total of eight (8) years of experience in program management, technical or business analysis discipline; and included in the eight (8) years, there must be two (2) years professional experience in technical efforts supporting DoDIIS communication systems and networks projects. Demonstrated experience in the program/project status and schedules. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of acquisition programs (as specified in the DoD 5000 series). Must have experience processing program acquisition, funding and contract documentation for federal programs can be substituted for a BS/BA degree.

OR

Experience: An additional six (6) years of experience for a total of ten (10) years of experience in program management, technical or business analysis discipline; and included in the ten (10) years, there must be two (2) years professional experience in technical efforts supporting DoDIIS communication systems and networks projects. Demonstrated experience in the program/project status and schedules. Demonstrated knowledge of SECNAV, OPNAV and OSD policy and documentation related to PPBS, life-cycle management of acquisition programs (as specified in the DoD 5000 series). Must have experience processing program acquisition, funding and contract documentation for federal programs can be substituted for a BS/BA degree or an AS/AA degree.

**o. Program Analyst, Junior.** This labor category shall provide program analysis support in the area of DoDIIS communications systems and networks. Participates in meetings and supports specified Program Integrated Product Teams (IPTs). Tracks program/project status and schedules, takes minutes, prepares presentations, reports, studies, documentation. Performs tasks under supervision. Minimum qualifications are:

Education:

AS or AA degree.

Experience:

At least two (2) years of experience in a business or technical position performing the foregoing functions as outlined in the position description.

OR

Experience:

An additional four (4) years of experience for a total of six (6) years of experience in a business or technical position performing the foregoing functions as outlined in the position description can be substituted for an AS or AA degree.

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**p. Financial Analyst, Junior.** This labor category shall provide DoDIIS communication systems and networks project financial and/or accounting support. Performs analytical and evaluative work requiring a comprehensive knowledge of: (1) theory and principles; (2) financial and management organization, operations, and practices; (3) pertinent statutory or regulatory provisions; and (4) related basic economic, accounting, and legal principles. Develops and analyze impacts of budget marks. Assists with development of appropriate acquisition documentation regarding financial interest items. Provides support with a variety of management activities, corporate initiatives, special projects, and data calls which could have significant impact on the organization and its business operations. Minimum qualifications are:

Education:

AS or AA degree.

Experience:

At least two (2) years of experience in a business or technical position performing the foregoing functions as outlined in the position description.

OR

Experience:

An additional four (4) years of experience for a total of six (6) years of experience in a business or technical position performing the foregoing functions as outlined in the position description can be substituted for an AS or AA degree.

**q. Engineering/Electronics Technician, Senior.** This labor category shall lead the execution of complex tasks. Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance or related data processing systems for DoDIIS communication systems, networks and associated support equipment or components.

Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results. Minimum qualifications are:

Education:

High School diploma or GED

**AND**

Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, engineering discipline or technical discipline curriculum.

Experience:

At least ten (10) years of experience in performing engineering technician functions on DoD communication systems or networks.

**r. Engineering/Electronics Technician.** This labor category shall apply engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for DoDIIS communication systems, networks and associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results.

Minimum qualifications are:

Education:

High School diploma or GED

**AND**

Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, engineering discipline or technical discipline curriculum.

Experience:

At least four (4) years of experience in performing engineering technician functions on DoD communication systems or networks.

**s. Engineering/Electronics Technician, Junior.** This labor category shall perform tasks under supervision. Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for DoDIIS communication systems, networks and associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results. Minimum qualifications are:

Education:

High School diploma or GED

**AND**

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Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, engineering discipline or technical discipline curriculum.

Experience:

At least one (1) year of experience in performing engineering technician functions on DoD communication systems or networks.

**t. Engineering Technician III.** This labor category shall perform assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

1. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions;
2. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
3. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and records test data;
4. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.
5. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications, and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information. Minimum qualifications are:

Education:

AS or AA in Engineering or an Engineering Discipline.

Experience:

At least ten (10) years of practical experience in performing the foregoing engineering technician functions on DoD communication systems or networks. Four (4) years of the ten (10) years required experience, to include: installation of communication and network system equipment and associated peripherals. One (1) year of the ten (10) years required experience, to include: design, preparation and modification of engineering documents, and drawings.

**u. Engineering Technician II.** This labor category shall perform standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

1. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment;
2. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors;
3. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form. Minimum qualifications are:

Education:

AS or AA in Engineering or Engineering Discipline.

Experience:

At least three (3) years of practical Engineering Technician experience, to include laboratory testing, manufacturing, or maintenance.

OR

Experience:

An additional five (5) years for a total of eight (8) years of practical Engineering Technician experience, to include laboratory testing, manufacturing, or maintenance can be substituted for an AS/AA degree.

**v. Engineering Technician I.** This labor category shall perform simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

1. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
2. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.
3. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and draws simple curves and graphs. Minimum qualifications are:

Education:

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High School diploma or GED AND vocational training in one or more of the functional areas described above in the position description.

Experience:

At least three (3) years of practical Engineering Technician experience enabling the execution of the forgoing duties and to also include: laboratory testing, manufacturing, or maintenance.

**w. Telecommunications Mechanic II.** This labor category shall install, test, troubleshoot, program, and maintain DoDIIS communication systems or networks. This labor category analyzes system failures and other unusual system occurrences to isolate the source of the problem and determine whether the failure is caused by software, hardware, or other factors. Employees in this position maintain manual and/or computerized central office records, including detail records, traffic analysis records, cable records, line records, subscriber service records, and spare parts inventories. Minimum qualifications are:

Education:

High School diploma or GED

Experience:

At least three (3) years of practical experience in installing, testing, troubleshooting, programing and maintaining communication systems or networks.

**x. Computer Programmer IV.** This labor category shall apply expertise in programming procedures to complex programs; recommends the redesign of programs, investigates and analyzes feasibility and program requirements, and develops programming specifications. Assigned programs typically affect a broad multi-user computer system which meets the data processing needs of a broad area (e.g., manufacturing, logistics planning, finance management, human resources, or material management) or a computer system for a project in engineering, research, accounting, statistics, etc. This Programmer plans the full range of programming actions to produce several interrelated but different products from numerous and diverse data elements, which are usually from different sources; solves difficult programming problems, and uses knowledge of pertinent system software, computer equipment, work processes, regulations, and management practices.

This Programmer performs such duties as: developing, modifying, and maintains complex programs; designs and implements the interrelations of files and records within programs which will effectively fit into the overall design of the DoDIIS communication systems and networks; works with problems or concepts and develops programs for the solution to major scientific computational problems requiring the analysis and development of logical or mathematical descriptions of functions to be programmed; and develops occasional special programs, e.g. a critical path analysis program to assist in managing a special project. This Programmer tests, documents, and writes operating instructions for all work, confers with other Electronic Data Processing (EDP) personnel to secure information, investigate and resolve problems, and coordinates work efforts.

In addition, this Programmer performs such programming analyses as: investigating the feasibility of alternate program design approaches to determine the best balanced solution, e.g., one that will best satisfy immediate user needs, facilitate subsequent modification, and conserve resources. Duties include the following: assisting user personnel in defining problems or needs, determining work organization on typical maintenance projects and smaller scale, working on limited new projects, the necessary files and records, and their interrelation with the program or working on large or more complicated projects, and participating as a team member along with other EDP personnel and users, holding responsibility for a portion of the project.

The Computer Programmer IV works independently under overall objectives and direction, apprising the supervisor about progress and unusual complications and modifying and adapting precedent solutions and proven approaches. Guidelines include constraints imposed by the related programs with which the Programmer's programs must be meshed. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This Programmer may function as team leader or supervise a few lower level programmers or technicians on assigned work.

Minimum qualifications are: Education:

High School diploma or GED

**AND**

Possess one or more ACTIVE certifications as identified below:

Professional Software Engineering Master Certification, OR Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), OR complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other\* (\*as long as the vendor/platform specific certification supports the requirements of the statement of work)).

Experience:

At least eight (8) years of practical Computer Programmer experience enabling the execution of the foregoing duties, to include software Design, Development, and Test and Evaluation. Within the total eight (8) years of experience five (5) years of programming experience must be in two or more of the following programming languages: Adazio, Adobe CS, Adobe Flash, Asynchronous JAVA Script and XML Scripting, Access, C#, C++, Cisco, Cold Fusion, .NET, iOS, Java, Java Flash, Java Script, Linux, Open Source, Oracle DB & Forms, Retran, SQL, Simple Windows, Unix, and Visual Basic. Within the total eight (8) years of experience, four (4) years of experience to include: Database development, Web page design, Computer Based Training, development and using .NET tools or .NET Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools. Experience may be concurrent.

**y. Computer Programmer III.** This labor category shall apply standard database administration procedures and detailed knowledge to support tasking involving database design, system and subsystem database design analysis, and database administration. The Programmer works according to approved statements of requirements and detailed specifications. While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. This Computer Programmer recognizes probable interactions of other related programs with the

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assigned program(s) and is familiar with related DoDIIS system software and computer equipment, and solves conventional programming problems, (In small organizations, may maintain programs that concern or combine several operations, i.e. users, or develop programs where there is one primary user and the others give input.)

The Computer Programmer III performs such duties as developing, modifying, and maintaining assigned programs, designing and implementing modifications to the interrelation of files and records within programs in consultations with higher level staff. This Programmer monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. (Scientific programming includes assignments such as: using predetermined physical laws expressed in mathematical terms to relate one set of data to another; the routine storage and retrieval of field test data, and using procedures for real-time command and control, scientific data reduction, signal processing, or similar areas.) This Programmer tests, documents work, writes and maintains operator instructions for assigned programs, and confers with other Electronic Data Processing (EDP) personnel to obtain or provide factual data. In addition, this Programmer may carry out fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. Job tasks may require the Programmer to analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor or higher-level staff. This Programmer may assist in the review and analysis of detailed program specifications, and in program design to meet changes in work processes.

The Computer Programmer III works independently under specified objectives; applies judgment in devising program logic and in selecting and adapting standard programming procedures, resolves problems and deviations according to established practices, and obtains advice where precedents are unclear or not available. This Programmer, may guide or instruct lower level programmers; supervise technicians and others who assist in specific assignments, works on complex programs under close direction of higher level staff or supervisor, and may assist higher level staff by independently performing moderately complex tasks assigned, and performing complex tasks under close supervision. Work at a level above this is deemed Supervisory or Individual Contributor. Completed work is reviewed for conformance to standards, timeliness, and efficiency. Minimum qualifications are:

Education:

High School diploma or GED

**AND**

Possess one or more ACTIVE certifications as identified below:

Professional Software Engineering Master Certification, OR Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), OR a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other\* (\*as long as the vendor/platform specific certification supports the requirements of the statement of work)).

Experience:

At least six (6) years of practical Computer Programmer experience enabling the execution of the foregoing duties, to include: Software Design, Development, and Test and Evaluation. Within the total six (6) years of experience, four (4) years of programming experience must be with at least two of the following programming languages: Adazio, Adobe CS, Adobe Flash, Asynchronous JAVA Script and XML Scripting, Access, C #, C++, Cisco, Cold Fusion, .NET, iOS, Java., Java Flash, Java Script, Linux, Open Source, Oracle DB & Forms, Retran, SQL, Simple Windows, Unix, and Visual Basic. Within the total six (6) years of experience, three (3) years of experience, to include: ORACLE/SQL Database development, Web page design, Computer Based Training development, and using .NET tools or .net Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools. Experience may be concurrent.

z. **Computer Programmer II.** This labor category shall perform initial assignments which are designed to develop competence in applying established programming procedures to routine problems. This Computer Programmer performs routine programming assignments that do not require skilled background experience but do require knowledge of established programming procedures and data processing requirements, and works according to clear-cut and complete specifications. The data are refined, and the format of the final product is very similar to that of the input, or is well defined when significantly different, i.e., there are few, if any, problems with interrelating varied records and outputs.

The Computer Programmer II maintains and modifies routine programs, makes approved changes by amending program flow charts, developing detailed processing logic, and coding changes, tests and documents modifications and writes operator instructions, may write routine new programs using prescribed specifications, and may confer with EDP personnel to clarify procedures, processing logic, etc. In addition, the Computer Programmer II may evaluate simple interrelationships in the immediate programming area confers with user representatives to gain an understanding of the situation sufficient to formulate the needed change, and implements the change upon approval of the supervisor or higher level staff. The Programmer is provided with charts, narrative descriptions of the functions performed, an approved statement of the product desired (e.g., a change in a local establishment report), and the inputs, outputs, and record formats.

This Programmer reviews objectives and assignment details with higher level staff to insure thorough understanding; uses judgment in selecting among authorized procedures and seeks assistance when guidelines are inadequate, significant deviations are proposed, or when unanticipated problems arise. Work is usually monitored in progress, and all work is reviewed upon completion for accuracy and compliance with standards. Minimum qualifications are:

Education:

High School diploma or GED

**AND**

Possess one or more ACTIVE certifications as identified below:

Professional Software Engineering Master Certification, OR Certified Software Development Professional (CSDP) (Previously known as Certified Software

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Engineering Professional (CSEP)), OR complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other\* (\*as long as the vendor/platform specific certification supports the requirements of the statement of work)).

Experience:

At least three (3) years of practical Computer Programmer experience enabling the execution of the foregoing duties, to include: Software Design, and Development. Within the total three (3) years of experience, one (1) year programming experience must be in two or more of the following programming languages: Adazio, Adobe CS, Adobe Flash, Asynchronous JAVA Script and XML Scripting, Aaccess, C #, C++, Cisco, Cold Fusion, .NET, iOS, Java., Java Flash, Java Script, Linux, Open Source, Oracle DB & Forms, Retran, SQL, Simple Windows, Unix, and Visual Basic. Experience may be concurrent.

**aa. Supply Technician.** This labor category shall perform limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot, local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require: (a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines. Minimum qualifications are:

Education:

High School diploma or GED

Experience:

At least one (1) year of experience performing the functional duties of a supply technician as outlined in the position description above.

**ab. Material Coordinator.** This labor category shall coordinate and expedite flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department supervisors' priorities. In this job, the Material Coordinator reviews production schedules and confers with department supervisors to determine material required or overdue and to locate material, requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material; arranges for in-plant transfer of materials to meet production schedules, and with department supervisors for repair and assembly of material and its transportation to various departments, and examines material delivered to production departments to verify if type specified.

This labor category may monitor and control movement of material and parts along conveyor system, using remote-control panel board, compute amount of material needed for specific job orders, applying knowledge of product and manufacturing processes and using adding machine; compile report of quantity and type of material on hand, move or transport material from one department to another, using hand or industrial truck; may compile perpetual production records in order to locate material in process of production, using manual or computerized system, and maintain employee records. Minimum qualifications are:

Education:

High School diploma or GED

Experience:

At least two (2) years of practical Material Coordinator experience enabling the execution of the forgoing duties as outlined in the position description and, to include: Coordinating and expediting flow of material, parts, and assemblies within or between various buildings in accordance with Facility Manager or Facility Staff Engineer(s) priorities. Reviewing production schedules and conferring with Facilities Staff to determine material requirements. Arranging transfer of materials to meet production schedules; examining material to verify type specified for current project; and computing amount of material needed for specific job orders. Compiling reports of quantity and type of material on hand and coordinating with Facility Staff for the repair and assembly/installation of facilities unique material.

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## SECTION E INSPECTION AND ACCEPTANCE

Note: All provisions and clauses of Section E of the Basic Seaport-e Multiple Award Contract and this solicitation apply to this task order, unless otherwise specified in the task order, in addition to the following:

Items 7001, 7005, 7011, 7012, 7101, 7105, 7111, 7112, 7201, 7205, 7211, 7212, 7301, 7305, 7311, 7312, 7401, 7405, 7411 and 7412 - Inspection and acceptance shall occur upon acceptance of Exhibit A CDRLs. Additionally, the Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of the terms and conditions, in accordance with Section J, Attachment 7, Surveillance Activity Checklist.

Items 9001, 9005, 9011, 9012, 9101, 9105, 9111, 9112, 9201, 9205, 9211, 9212, 9301, 9305, 9311, 9312, 9401, 9405, 9411, and 9412 - Inspection and acceptance are not applicable.

Items - 7002, 7102, 7202, 7302, and 7402 - Inspection shall be in accordance with Exhibit A, DD Form 1423, CDRLs.

### **52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)**

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring
ISO 90001:2008			

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

### **5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of an endorsement acceptance by the PCO, or his duly authorized representative on the attachment to this contract entitled Attachment 8 - Data Item Transmittal/Acceptance/Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	9/14/2017 - 9/13/2018
7002	9/14/2017 - 9/13/2018
7003	9/14/2017 - 9/13/2018
7004	9/14/2017 - 9/13/2018
7013AA	9/14/2017 - 9/13/2018
7014AA	9/14/2017 - 9/13/2018
7015AA	9/14/2017 - 9/13/2018
7016	9/14/2017 - 9/13/2018
7017AA	9/14/2017 - 9/13/2018
7018AA	9/14/2017 - 9/13/2018
7111	9/14/2017 - 9/13/2018
7201	9/14/2018 - 9/13/2019
7202	9/14/2018 - 9/13/2019
7203	9/14/2018 - 9/13/2019
7204	9/14/2018 - 9/13/2019
7205	9/14/2018 - 9/13/2019
7206	9/14/2018 - 9/13/2019
7213AA	9/14/2018 - 9/13/2019
7213AB	9/14/2018 - 9/13/2019
7213AC	9/14/2018 - 9/13/2019
7213AD	9/14/2018 - 9/13/2019
7213AE	9/14/2018 - 9/13/2019
7213AF	9/14/2018 - 9/13/2019
7213AG	9/14/2018 - 9/13/2019
7217AA	9/14/2018 - 9/13/2019
7218AA	9/14/2018 - 9/13/2019
7219AA	9/14/2018 - 9/13/2019
7220AA	9/14/2018 - 9/13/2019
7221AA	9/14/2018 - 9/13/2019
7222AA	9/14/2018 - 9/13/2019
7222AB	9/14/2018 - 9/13/2019
7223AA	9/14/2018 - 9/13/2019
7224AA	9/14/2018 - 9/13/2019
7225AA	9/14/2018 - 9/13/2019
7226AA	9/14/2018 - 9/13/2019
7226AB	9/14/2018 - 9/13/2019
7226AC	9/14/2018 - 9/13/2019
7226AD	9/14/2018 - 9/13/2019
7227AA	9/14/2018 - 9/13/2019

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9001	9/14/2017 - 9/13/2018
9003	9/14/2017 - 9/13/2018
9005	9/14/2017 - 9/13/2018
9013AA	9/14/2017 - 9/13/2018
9014AA	9/14/2017 - 9/13/2018
9015AA	9/14/2017 - 9/13/2018
9015AB	9/14/2017 - 9/13/2018
9016	9/14/2017 - 9/13/2018
9017AA	9/14/2017 - 9/13/2018
9018AA	9/14/2017 - 9/13/2018
9101	9/14/2017 - 9/13/2018
9105	9/14/2017 - 9/13/2018
9111	9/14/2017 - 9/13/2018
9112	9/14/2017 - 9/13/2018
9175	9/14/2017 - 9/13/2018
9201	9/14/2018 - 9/13/2019
9203	9/14/2018 - 9/13/2019
9204	9/14/2018 - 9/13/2019
9205	9/14/2018 - 9/13/2019
9206	9/14/2018 - 9/13/2019
9213AA	9/14/2018 - 9/13/2019
9213AB	9/14/2018 - 9/13/2019
9213AC	9/14/2018 - 9/13/2019
9213AD	9/14/2018 - 9/13/2019
9213AF	9/14/2018 - 9/13/2019
9217AA	9/14/2018 - 9/13/2019
9218AB	9/14/2018 - 9/13/2019
9219AA	9/14/2018 - 9/13/2019
9221AA	9/14/2018 - 9/13/2019
9222AA	9/14/2018 - 9/13/2019
9222AB	9/14/2018 - 9/13/2019
9223AA	9/14/2018 - 9/13/2019
9224AA	9/14/2018 - 9/13/2019
9225AA	9/14/2018 - 9/13/2019
9226AC	9/14/2018 - 9/13/2019
9227AA	9/14/2018 - 9/13/2019

Items 7001, 7011, 7201, 7211, 7401, 7411, 7601, 7611, 7801, and 7811. The contractor shall provide services in accordance with Section F, Delivery/Performance schedule.

Items 9001, 9011, 9175, 9176, 9201, 9211, 9375, 9376, 9401, 9402, 9575, 9576, 9601, 9675, 9775, 9776, 9801, 9811, 9975, and 9976. The contractor shall provide Other Direct Costs in accordance with Section F, Delivery/Performance schedule.

Items 7002, 7202, 7402, 7602, and 7802. The data to be delivered herein shall be delivered in accordance with

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Exhibit (A), DD form 1423, contract Schedule Attachment 7, Item Transmittal/Acceptance/Rejection Form is provided for use in the delivery of Exhibit (A) CDRL submissions.

Note: All the provisions and clauses of Section F of the Basic Seaport-e Multiple Award Contract and this solicitation apply to this task order, unless otherwise specified in the task order, in addition to the following:

#### CLIN - DELIVERIES OR PERFORMANCE

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

7001	9/14/2017 - 9/13/2018
7002	9/14/2017 - 9/13/2018
7003	9/14/2017 - 9/13/2018
7004	9/14/2017 - 9/13/2018
7013AA	9/14/2017 - 9/13/2018
7014AA	9/14/2017 - 9/13/2018
7015AA	9/14/2017 - 9/13/2018
7016	9/14/2017 - 9/13/2018
7017AA	9/14/2017 - 9/13/2018
7018AA	9/14/2017 - 9/13/2018
7111	9/14/2017 - 9/13/2018
7201	9/14/2018 - 9/13/2019
7202	9/14/2018 - 9/13/2019
7203	9/14/2018 - 9/13/2019
7204	9/14/2018 - 9/13/2019
7205	9/14/2018 - 9/13/2019
7206	9/14/2018 - 9/13/2019
7213AA	9/14/2018 - 9/13/2019
7213AB	9/14/2018 - 9/13/2019
7213AC	9/14/2018 - 9/13/2019
7213AD	9/14/2018 - 9/13/2019
7213AE	9/14/2018 - 9/13/2019
7213AF	9/14/2018 - 9/13/2019
7213AG	9/14/2018 - 9/13/2019
7217AA	9/14/2018 - 9/13/2019
7218AA	9/14/2018 - 9/13/2019
7219AA	9/14/2018 - 9/13/2019
7220AA	9/14/2018 - 9/13/2019
7221AA	9/14/2018 - 9/13/2019
7222AA	9/14/2018 - 9/13/2019
7222AB	9/14/2018 - 9/13/2019
7223AA	9/14/2018 - 9/13/2019

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7224AA	9/14/2018 - 9/13/2019
7225AA	9/14/2018 - 9/13/2019
7226AA	9/14/2018 - 9/13/2019
7226AB	9/14/2018 - 9/13/2019
7226AC	9/14/2018 - 9/13/2019
7226AD	9/14/2018 - 9/13/2019
7227AA	9/14/2018 - 9/13/2019
9001	9/14/2017 - 9/13/2018
9003	9/14/2017 - 9/13/2018
9005	9/14/2017 - 9/13/2018
9013AA	9/14/2017 - 9/13/2018
9014AA	9/14/2017 - 9/13/2018
9015AA	9/14/2017 - 9/13/2018
9015AB	9/14/2017 - 9/13/2018
9016	9/14/2017 - 9/13/2018
9017AA	9/14/2017 - 9/13/2018
9018AA	9/14/2017 - 9/13/2018
9101	9/14/2017 - 9/13/2018
9105	9/14/2017 - 9/13/2018
9111	9/14/2017 - 9/13/2018
9112	9/14/2017 - 9/13/2018
9175	9/14/2017 - 9/13/2018
9201	9/14/2018 - 9/13/2019
9203	9/14/2018 - 9/13/2019
9204	9/14/2018 - 9/13/2019
9205	9/14/2018 - 9/13/2019
9206	9/14/2018 - 9/13/2019
9213AA	9/14/2018 - 9/13/2019
9213AB	9/14/2018 - 9/13/2019
9213AC	9/14/2018 - 9/13/2019
9213AD	9/14/2018 - 9/13/2019
9213AF	9/14/2018 - 9/13/2019
9217AA	9/14/2018 - 9/13/2019
9218AB	9/14/2018 - 9/13/2019
9219AA	9/14/2018 - 9/13/2019
9221AA	9/14/2018 - 9/13/2019
9222AA	9/14/2018 - 9/13/2019
9222AB	9/14/2018 - 9/13/2019
9223AA	9/14/2018 - 9/13/2019
9224AA	9/14/2018 - 9/13/2019
9225AA	9/14/2018 - 9/13/2019
9226AC	9/14/2018 - 9/13/2019
9227AA	9/14/2018 - 9/13/2019

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

7011	9/14/2017 - 9/13/2018
7101	9/14/2018 - 9/13/2019
7211	9/14/2018 - 9/13/2019
7301	9/14/2018 - 9/13/2019
7311	9/14/2018 - 9/13/2019
7401	9/14/2019 - 9/13/2020
7402	9/14/2019 - 9/13/2020
7411	9/14/2019 - 9/13/2020
7601	9/14/2020 - 9/13/2021
7602	9/14/2020 - 9/13/2021
7611	9/14/2020 - 9/13/2021
7801	9/14/2021 - 9/13/2022
7802	9/14/2021 - 9/13/2022
7811	9/14/2021 - 9/13/2022
9011	9/14/2017 - 9/13/2018
9012	9/14/2017 - 9/13/2018
9176	9/14/2017 - 9/13/2018
9211	9/14/2018 - 9/13/2019
9212	9/14/2018 - 9/13/2019
9301	9/14/2018 - 9/13/2019
9305	9/14/2018 - 9/13/2019
9311	9/14/2018 - 9/13/2019
9312	9/14/2018 - 9/13/2019
9375	9/14/2018 - 9/13/2019
9376	9/14/2018 - 9/13/2019
9401	9/14/2019 - 9/13/2020
9405	9/14/2019 - 9/13/2020
9411	9/14/2019 - 9/13/2020
9412	9/14/2019 - 9/13/2020
9575	9/14/2019 - 9/13/2020
9576	9/14/2019 - 9/13/2020
9601	9/14/2020 - 9/13/2021
9611	9/14/2020 - 9/13/2021
9775	9/14/2020 - 9/13/2021
9776	9/14/2020 - 9/13/2021
9801	9/14/2021 - 9/13/2022
9811	9/14/2021 - 9/13/2022
9975	9/14/2021 - 9/13/2022

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9976

9/14/2021 - 9/13/2022

**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirement of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code 2.5.1.2 - **Delivery of CDRLs to PCO is only required for CDRLs as called out in Contract Data**

**Requirements List, DD Form 1423, Exhibit A.**

(2) ACO, Code - Delivery of CDRLs to ACO is not required

(3) COR Code as identified in NAVAIR Clause 5252.201-9501

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) **For CDRLs that cannot be submitted electronically, DD Form 1423, Block "Mailing Addresses" for the COR and PCO are respectively:**

DELIVERABLES MANAGER  
CODE 4.11.4  
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION  
17100 WEBSTER FIELD ROAD UNIT 11 BLDG 8185  
ST. INIGOES, MD 20684-0010

DEPARTMENT OF THE NAVY

AIRCRAFT SUPPORT CONTRACTS DIVISION  
ATTN: CODE 2.5.1.2  
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION  
**47060 LILJENCANTZ ROAD, BLDG 433**

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PATUXENT RIVER, MD 20670

Note: For purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO."

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## SECTION G CONTRACT ADMINISTRATION DATA

Note: All provisions and clauses of Section G of the basic Seaport-e Multiple Award Contract and this solicitation apply to this task order, unless otherwise specified in this task order, in addition to the following:

### TYPE OF CONTRACT:

This is a cost plus fixed fee term (level of effort) task order.

### 5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (SEP 2012) - ALT I (SEP 2012) (NAVAIR)

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR 1: Jennifer Marbourg-Miller, AD 4.11.4.1, Special Communications Missions Solutions (SCMS) Division, 17100 Webster Field Road, BLDG 8185, St. Inigoes, MD 20684, (301) 995-6248 to perform the following functions, duties, and/or responsibilities: See Attachment 13.

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR):

ACOR 1: James Taylor, AD 4.11.4.1, Special Communications Missions Solutions (SCMS) Division, 17100 Webster Field Road, BLDG 8185, St. Inigoes, MD 20684, (301) 995-8799 to perform the functions, duties, and/or responsibilities outlined below in the absence of Jennifer Marbourg-Miller.

ACOR 1 Function, Duties, and/or Responsibilities: See Attachment 14.

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

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. 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:

**\*See Section J, Attachment 15: Clause 5252.232-9104 Allotment of Funds**

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

(c) CLINs/SLINs \_\_\_\_\_, \_\_\_\_\_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS 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.

### 5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

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(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
(3) Conduct post-award orientation conferences.	PCO
(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.	PCO
(30) When contractors request Government property - (i) Evaluated the contractor's request for Government property and for changes to existing Government property and provided appropriate recommendations to the contracting officer (ii) Ensure required screening of Government property before acquisition by the contractor; (iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause FAR 52.245-9, Use and Charges; (iv) Ensure payment by the contractor of any rental due; and (v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration.	COR
(38) Ensure contractor compliance with contractual quality assurance requirements.	COR
(39) Ensure contractor compliance with contractual safety requirements.	COR
(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost and technical performance in the areas of design, development, and production.	COR
(41) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.	COR
(42) Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs.	COR
(51) Consent to the placement of subcontracts.	PCO
(58) Ensure timely submission of required reports.	COR

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(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.	COR
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(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
(67) Also support program offices and buying activities in pre-contractual efforts leading to a solicitation or award.	PCO

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Cost Voucher

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

See Section E

(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.

<u>Field Name In WAWF</u>	<u>Data to be entered in WAWF</u>
Pay Official DoDAAC:	HQ0338
Issue By DoDAAC:	N00421
Admin DoDAAC:	S2404A
Inspect By DoDAAC:	N3555A
Ship To Code:	See Section F
Ship From Code:	N/A
Mark For Code:	N/A
Service Approver (DoDAAC):	N3555A
Service Acceptor (DoDAAC):	N3555A
Accept at Other DoDAAC:	N/A
LPO DoDAAC:	N/A
DCAA Auditor DoDAAC:	HAA819
Other DoDAAC(s):	N/A

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

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

[jennifer.marbourg@navy.mil](mailto:jennifer.marbourg@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. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 Option 6

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

**Payment Instructions**

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**PGI 204.7108 (d) 0012 Other**

Payment needs to be based on projects not funding and/or ACRNs. Tracking by ACRN, the customer loses the visibility to the project which is needed due to multiple sponsors. DFARS Clauses 252.204-001 through 0011 cannot be applied, therefore use 0012 and pay from the CLIN/ACRN cited on the invoice. The contractor is advised on what CLINs/ACRNs to cite on the invoice.

Accounting Data

SLINID	PR Number	Amount
700101	1300665748	5000.00
LLA :		
AA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004143023		
CIN: 130066574800001		
900101	1300665748	5000.00
LLA :		
AA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004143023		
CIN: 130066574800002		
BASE Funding 10000.00		
Cumulative Funding 10000.00		
MOD P00001		
700301	1300673354	50000.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004198186		
CIN # 130067335400003		
700401	1300673354	128480.00
LLA :		
AC 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004198186		
CIN # 130067335400004		
7013AA	1300673354	1350000.00
LLA :		
AD 5773400 3077 848 32J7S C 015066 03 5208F3 87700F87700 387700		
CIN # 130067335400001		
MIPR # F2QF557221GW01		
7014AA	1300674162	200011.07
LLA :		
AE 1771804 11CQ 251 07411 056521 2D N00038 7RCC1043J6VG		
CIN # 130067416200001		
MIPR # N0003817RCC1043		
9013AA	1300673354	500000.00
LLA :		
AD 5773400 3077 848 32J7S C 015066 03 5208F3 87700F87700 387700		
CIN # 130067335400002		
MIPR # F2QF557221GW01		
9014AA	1300674162	65688.93
LLA :		
AE 1771804 11CQ 251 07411 056521 2D N00038 7RCC1043J6VG		
CIN # 130067416200002		
MIPR # N0003817RCC1043		

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MOD P00001 Funding 2294180.00  
Cumulative Funding 2304180.00

MOD P00002 Funding 0.00  
Cumulative Funding 2304180.00

MOD P00003 Funding 0.00  
Cumulative Funding 2304180.00

MOD P00004 Funding 0.00  
Cumulative Funding 2304180.00

MOD P00005

7015AA 1300696252 109534.22  
LLA :  
AF 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004392085  
CIN # 130069625200001

9015AA 1300696252 15432.80  
LLA :  
AF 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004392085  
CIN # 130069625200002

MOD P00005 Funding 124967.02  
Cumulative Funding 2429147.02

MOD P00006

701601 1300698511 108465.92  
LLA :  
AG 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004412431  
CIN # 130069851100001

901601 1300698511 37358.96  
LLA :  
AG 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004412431  
CIN # 130069851100002

MOD P00006 Funding 145824.88  
Cumulative Funding 2574971.90

MOD P00007 Funding 0.00  
Cumulative Funding 2574971.90

MOD P00008

7017AA 1300720882 262207.62  
LLA :  
AH 1771319 47HY 255 00019 0 050120 2D 000000 A00004568022  
CIN 130072088200001

9017AA 1300720882 22343.44  
LLA :  
AH 1771319 47HY 255 00019 0 050120 2D 000000 A00004568022  
CIN 130072088200002  
CIN 130072088200004  
CIN 130072088200005

MOD P00008 Funding 284551.06  
Cumulative Funding 2859522.96

MOD P00009

7017AA 1300720882 38476.09  
LLA :  
AH 1771319 47HY 255 00019 0 050120 2D 000000 A00004568022

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CIN 130072088200001  
CIN 130072088200003

7018AA 1300730412 230596.63  
LLA :  
AL 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004625192  
CIN #: 130073041200001

900301 1300722540 500000.00  
LLA :  
AJ 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004578093  
CIN #: 130072254000001

9015AB 1300722540 439999.99  
LLA :  
AK 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004578093  
CIN #: 130072254000002

9017AA 1300720882 118591.22  
LLA :  
AH 1771319 47HY 255 00019 0 050120 2D 000000 A00004568022  
CIN 130072088200002  
CIN 130072088200004  
CIN 130072088200005

9018AA 1300730412 2063835.04  
LLA :  
AL 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004625192  
CIN #: 130073041200002

MOD P00009 Funding 3391498.97  
Cumulative Funding 6251021.93

MOD P00010

720101 1300736558 250000.00  
LLA :  
AM 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004664776  
CIN #: 130074870600002

Sponsor: NAVAIR  
Project: Division Software  
Appropriation: DODWCF

720401 1300728829 200000.00  
LLA :  
AN 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004616733  
CIN #: 130072882900005

Sponsor: 480th ISR  
Project: Engineering Support  
Approp: 5783400 OMAF

720402 1300728829 200000.00  
LLA :  
AP 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004616733  
CIN #: 130072882900006

Sponsor: 480th ISR  
Project: Engineering Support  
Approp: 5783440 OMAF

720403 1300728829 36000.00  
LLA :  
AQ 97X4930 NH2A 255 77777 0 050120 2F 000000 A20004616733  
CIN #: 130072882900008

Sponsor: USCENCOM  
Project: CENTCOM

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Approp: 9780100 OMDW

720404 1300736558 430000.00  
 LLA :  
 AV 97X4930 NH2A 255 77777 0 050120 2F 000000 A20004664776  
 CIN #: 130073655800006

Sponsor: AFCENT  
 Project: AFCENT II  
 Approp: 5783400 OMAF

720501 1300736558 34805.20  
 LLA :  
 AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004664776  
 CIN #: 130073655800004

Sponsor: TSA  
 Project: TSA  
 Approp: TSAOS

7213AA 1300728829 50000.00  
 LLA :  
 AS 5783400 0000 308 78483 2 J71001 50 660352 08F387700F87 700ESPTA 387700  
 CIN #: 130072882900003  
 MIPR #: F2QF558130GW02

7217AA 1300740701 1064700.00  
 LLA :  
 AW 1771319 47HY 255 00019 0 050120 2D 000000 A00004689497  
 CIN #: 130074070100001

7219AA 1300728829 73915.93  
 LLA :  
 AR 1781804 15VR 251 01500 056521 2D 000000 01518RC17403  
 CIN #: 130072882900001  
 DOC #: N0001518RC17403

7220AA 1300736558 39487.00  
 LLA :  
 AT 9780100 56SA A86 BE012 4 13GHSO Z6 310S00 11211004S001 77373 021001  
 CIN #: 130073655800001  
 MIPR #: 11211004

9017AA 1300720882 650000.00  
 LLA :  
 AH 1771319 47HY 255 00019 0 050120 2D 000000 A00004568022  
 CIN 130072088200002  
 CIN 130072088200004  
 CIN 130072088200005

920101 1300736558 1.00  
 LLA :  
 AM 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004664776  
 CIN #: 130073655800003

Sponsor: NAVAIR  
 Project: Division Software  
 Approp: DODWCF

920401 1300728829 200000.00  
 LLA :  
 AP 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004616733  
 CIN #: 130072882900007

Sponsor: 480th ISR  
 Project: Engineering Services  
 Approp: 5783400

920402 1300736558 370000.00  
 LLA :

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AV 97X4930 NH2A 255 77777 0 050120 2F 000000 A20004664776  
CIN #: 130073655800007

Sponsor: AFCENT  
Project: AFCENT II  
Approp: 5783400 OMAF

920501 1300736558 732.90

LLA :  
AU 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004664776  
CIN #: 130073655800005

Sponsor: TSA  
Project: TSA  
Approp: TSAOS

9213AA 1300728829 16000.00

LLA :  
AS 5783400 0000 308 78483 2 J71001 50 660352 08F387700F87 700ESPTA 387700  
CIN #: 130072882900004  
MIPR #: F2QF558130GW02

9217AA 1300740701 250000.00

LLA :  
AW 1771319 47HY 255 00019 0 050120 2D 000000 A00004689497  
CIN #: 130074070100002

9219AA 1300728829 3584.07

LLA :  
AR 1781804 15VR 251 01500 056521 2D 000000 01518RC17403  
CIN #: 130072882900002  
DOC #: N0001518RC17403

MOD P00010 Funding 3869226.10  
Cumulative Funding 10120248.03

MOD P00011

7221AA 1300739130 181447.30

LLA :  
AX 1781804 4A4A 251 00019 0 050120 2D 000000 A00004680017  
CIN #: 130073913000001

9221AA 1300739130 217181.34

LLA :  
AX 1781804 4A4A 251 00019 0 050120 2D 000000 A00004680017  
CIN #: 130073913000002

MOD P00011 Funding 398628.64  
Cumulative Funding 10518876.67

MOD P00012

720405 1300738675 30264.37

LLA :  
AY 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004676787  
CIN #: 130073867500001

Sponsor: CNSRW  
Project: NSRW Infrastructure Sustainment Support:  
Approp: 1781804 OMN

720406 1300738675 4485.10

LLA :  
AZ 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004676787  
CIN #: 130073867500003

Sponsor: CNSRW

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Project: NSW Infrastructure Sustainment Support  
Approp: 1781804 OMN

720601 1300738675 196505.60

LLA :  
BA 97X4930 NH2A 255 77777 0 050120 2F 000000 A20004676787  
CIN #: 130073867500005

Sponsor: USCG  
Project: PACOM J2 AVMM Support  
Approp.: 7080610 DICP

7222AA 1300738671 214524.37

LLA :  
BB 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0067Q  
CIN #: 130073867100001  
DOC #: N0024218RC0067Q

7222AB 1300738671 77448.81

LLA :  
BC 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0057Q  
CIN #: 130073867100003  
DOC #: N0024218RC0057Q

7223AA 1300738671 680858.52

LLA :  
BD 9780100 4400 118 DD925 1 1C47BX XC 9DDCIO 0G1704200I06 10000HHM402181672 049205  
CIN #: 130073867100005  
MIPR #: HHM402-18-1672

920403 1300738675 11131.00

LLA :  
AY 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004676787  
CIN #: 130073867500002

Sponsor: CNSRW  
Project: NSW Infrastructure Sustainment Support  
Approp: 1781804 OMN

920404 1300738675 2990.06

LLA :  
AZ 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004676787  
CIN #: 130073867500004

Sponsor: CNSRW  
Project: NSW Infrastructure Sustainment Support  
Approp: 1781804 OMN

920601 1300738675 160000.00

LLA :  
BA 97X4930 NH2A 255 77777 0 050120 2F 000000 A20004676787  
CIN #: 130073867500006

Sponsor: USCG  
Project: PACOM J2 AVMM Support  
Approp.: 7080610 DICP

9222AA 1300738671 15912.63

LLA :  
BB 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0067Q  
CIN #: 130073867100002  
DOC #: N0024218RC0067Q

9222AB 1300738671 67252.19

LLA :  
BC 1781804 52FA 251 00520 056521 2D ITM1FZ 24218RC0057Q  
CIN #: 130073867100004  
DOC #: N0024218RC0057Q

9223AA 1300738671 69141.48

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LLA :  
 BD 9780100 4400 118 DD925 1 1C47BX XC 9DDCIO OG1704200I06 10000HHM402181672 049205  
 CIN #: 130073867100006  
 MIPR #: HHM402-18-1672

MOD P00012 Funding 1530514.13  
 Cumulative Funding 12049390.80

MOD P00013

720407 1300743463 12366.00

LLA :  
 BJ 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004709541  
 CIN #: 130074346300001

Sponsor: ONI  
 Project: ONI NURTAC  
 Approp: 1781804 OMN

720408 1300743463 10000.00

LLA :  
 BK 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004709541  
 CIN #: 130074346300003

Sponsor: CNRSW  
 Project: NSW Infrastructure Sustainment Support  
 Approp: 1781804 OMN

720409 1300743463 94688.62

LLA :  
 BL 97X4930 NH2A 255 77777 0 050120 2F 000000 A20004709541  
 CIN #: 130074346300005

Sponsor: MCCDC/CDI  
 Project: CD&I/MCCDC SharePoint  
 Approp: 1781106 OMMC

720410 1300743463 70000.00

LLA :  
 BM 97X4930 NH2A 255 77777 0 050120 2F 000000 A30004709541  
 CIN #: 130074346300007

Sponsor: MARFOREUR  
 Project: MARFOR EUR SharePoint  
 Approp: 1781106 OMMC

720411 1300743463 70000.00

LLA :  
 BN 97X4930 NH2A 255 77777 0 050120 2F 000000 A40004709541  
 CIN #: 130074346300009

Sponsor: AFCENT  
 Project: AFCENT II  
 Approp: 5783400 OMAF

720412 1300743463 51558.08

LLA :  
 BP 97X4930 NH2A 255 77777 0 050120 2F 000000 A50004709541  
 CIN #: 130074346300011

Sponsor: NSWG-10 NORFOLK  
 Project: NSW SRT-2  
 Approp: 9780100 OMDW

7213AB 1300743348 1600000.00

LLA :  
 BQ 5783400 3088 7RO XX42A M 010000 57 814352 08F503000F03 000ESP7CCSN821870ALDA 503000  
 CIN #: 130074334800001  
 MIPR #: F3QCAZ8177G104

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7213AC 1300743348 2293397.00  
 LLA :  
 BR 5783400 3088 7RO XX42A M 010000 57 814352 08F503000F03 000ESP7CCSN821870 503000  
 CIN #: 130074334800003  
 MIPR #: F3QCAZ8177G105

7213AD 1300743348 1585149.00  
 LLA :  
 BS 5783400 3087 848 32J71 0 015066 03 5208F3 87700F87700 387700  
 CIN #s: 130074334800005; 130074334800007; 130074334800009; 130074334800011  
 MIPR #s: F2QF558218GW02; F2QF558218GW07; F2QF558218GW04; F2QF558218GW06

7213AE 1300743348 200000.00  
 LLA :  
 BT 5783400 3087 848 32J7F M 015066 02 8288F3 87700F87700 387700  
 CIN #: 130074334800006  
 MIPR #: F2QF558227GW01

7218AA 1300743348 200000.00  
 LLA :  
 BV 5783400 3087 827 W6Y03 0 016376 02 1131F3 87700F87700E SP7C 387700  
 CIN #: 130074334800014  
 MIPR #: F3UUCA8123GW01

7224AA 1300740500 205661.43  
 LLA :  
 BE 5783400 3081 58P B30PB 3 015750 08 1380F3 87700F87700 387700  
 CIN #: 130074050000001  
 MIPR #: F1AF1H8194GW01

7225AA 1300740500; 1300744586 400000.00  
 LLA :  
 BF 5783400 3087 874 13100 B 016376 02 7410F3 87700F87700 387700  
 CIN #: 130074050000003  
 130074458600001  
 MIPR #: F2QF608108GW01

7226AA 1300740500 40699.07  
 LLA :  
 BG 9780100 56SF SC8 52SPF L MRAP01 63 902017 417387700F87 700ESPST 387700  
 CIN #: 130074050000005  
 MIPR #: F2VUF08075GW01-02

7226AB 1300740500 459686.53  
 LLA :  
 BH 9780100 56SF SC8 52SPF L MRAP01 57 815017 417387700F87 700ESPST 387700  
 CIN #: 130074050000006  
 MIPR #: F2VUF08075GW01-02

7227AA 1300743348 1000000.00  
 LLA :  
 BU 5773080 0000 177 60458 4 651F91 00 21001F 81904 659900  
 CIN #: 130074334800012  
 MIPR #: NMM18600753

920405 1300743463 20004.00  
 LLA :  
 BJ 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004709541  
 CIN #: 130074346300002

Sponsor: ONI  
 Project: ONI NURTAC  
 Approp: 1781804 OMN

920406 1300743463 2232.08  
 LLA :  
 BK 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004709541  
 CIN #: 130074346300004

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Sponsor: CNRSW  
Project: NRSW Infrastructure Sustainment Support  
Approp: 1781804 OMN

920407 1300743463 1300.00  
LLA :  
BL 97X4930 NH2A 255 77777 0 050120 2F 000000 A20004709541  
CIN #: 130074346300006

Sponsor: MCCDC/CDI  
Project: CD&I/MCCDC SharePoint  
Approp: 1781106 OMMC

920408 1300743463 20000.00  
LLA :  
BM 97X4930 NH2A 255 77777 0 050120 2F 000000 A30004709541  
CIN #: 130074346300008

Sponsor: MARFOREUR  
Project: MARFOR EUR SharePoint  
Approp: 1781106 OMMC

920409 1300743463 40107.77  
LLA :  
BN 97X4930 NH2A 255 77777 0 050120 2F 000000 A40004709541  
CIN #: 130074346300010

Sponsor: AFCENT  
Project: AFCENT II  
Approp: 5783400 OMAF

920410 1300743463 22121.92  
LLA :  
BP 97X4930 NH2A 255 77777 0 050120 2F 000000 A50004709541  
CIN #: 130074346300012

Sponsor: NSWG-10 NORFOK  
Project: NSWSRT-2  
Approp: 9780100 OMDW

9213AB 1300743348 1699000.00  
LLA :  
BQ 5783400 3088 7RO XX42A M 010000 57 814352 08F503000F03 000ESP7CCSN821870ALDA 503000  
CIN #: 130074334800002  
MIPR #: F3QCAZ8177G104

9213AC 1300743348 1472603.00  
LLA :  
BR 5783400 3088 7RO XX42A M 010000 57 814352 08F503000F03 000ESP7CCSN821870 503000  
CIN #: 130074334800004  
MIPR #: F3QCAZ8177G105

9213AD 1300743348 141851.00  
LLA :  
BS 5783400 3087 848 32J71 0 015066 03 5208F3 87700F87700 387700  
CIN #: 130074334800010  
MIPR #: F2QF558218GW04

9218AB 1300743348 89892.23  
LLA :  
BW 5783400 3087 826 W6X02 1 014400 02 1131F3 87700F87700E SP7C 387700  
CIN #: 130074334800015  
MIPR #: F3UTA68127GW02

9224AA 1300740500 399338.57  
LLA :  
BE 5783400 3081 58P B30PB 3 015750 08 1380F3 87700F87700 387700  
CIN #: 130074050000002  
MIPR #: F1AF1H8194GW01

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9225AA 1300740500; 1300744397 500000.00

LLA :

BF 5783400 3087 874 13100 B 016376 02 7410F3 87700F87700 387700

CIN #: 130074050000004

130074439700002

MIPR #: F2QF608108GW01

9227AA 1300743348 545109.00

LLA :

BU 5773080 0000 177 60458 4 651F91 00 21001F 81904 659900

CIN #: 130074334800013

MIPR #: NMM18600753

MOD P00013 Funding 13246765.30

Cumulative Funding 25296156.10

MOD P00014

7213AF 1300744397 200000.00

LLA :

BS 5783400 3087 848 32J71 0 015066 03 5208F3 87700F87700 387700

CIN #: 130074439700001

MIPR #: F2QF557345GW01

7225AA 1300740500; 1300744586 73567.01

LLA :

BF 5783400 3087 874 13100 B 016376 02 7410F3 87700F87700 387700

CIN #: 130074050000003

130074458600001

MIPR #: F2QF608108GW01

7226AC 1300744397 198000.00

LLA :

BX 9780100 4400 118 CC925 1 1E37BX X1 2CCRDI 0T1530000006 10000HHM402181610 049205

CIN #: 130074439700003

MIPR #: HHM402-18-1610

7226AD 1300744397 43920.00

LLA :

BY 9780100 56SF SC8 52SPL W PRST01 57 815017 417387700F87 700ESPST 387700

CIN #: 130074439700005

MIPR #: F2VUF08053GW01-01

9225AA 1300740500; 1300744397 100000.00

LLA :

BF 5783400 3087 874 13100 B 016376 02 7410F3 87700F87700 387700

CIN #: 130074050000004

130074439700002

MIPR #: F2QF608108GW01

9226AC 1300744397 2000.00

LLA :

BX 9780100 4400 118 CC925 1 1E37BX X1 2CCRDI 0T1530000006 10000HHM402181610 049205

CIN #: 130074439700004

MIPR #: HHM402-18-1610

MOD P00014 Funding 617487.01

Cumulative Funding 25913643.11

MOD P00015 Funding 0.00

Cumulative Funding 25913643.11

MOD P00016

7213AD 1300743348 (146000.00)

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LLA :

BS 5783400 3087 848 32J71 0 015066 03 5208F3 87700F87700 387700  
CIN #s: 130074334800005; 130074334800007; 130074334800009; 130074334800011

MIPR #s: F2QF558218GW02; F2QF558218GW07; F2QF558218GW04; F2QF558218GW06

7213AG 1300743348-0001 146000.00

LLA :

BZ 5783400 3087 848 32J71 0 015066 03 5208F3 87700F87700E SP7C 387700

CIN #: 130074334800017

MIPR #: F2QF558218GW08

MOD P00016 Funding 0.00

Cumulative Funding 25913643.11

MOD P00017

720101 1300736558 (200000.00)

LLA :

AM 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004664776

CIN #: 130074870600002

Sponsor: NAVAIR

Project: Division Software

Appropriation: DODWCF

901601 1300698511 (17000.00)

LLA :

AG 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004412431

CIN # 130069851100002

MOD P00017 Funding -217000.00

Cumulative Funding 25696643.11

MOD P00018 Funding 0.00

Cumulative Funding 25696643.11

MOD P00019

720502 130075718600001 299068.97

LLA :

CA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004827650

920502 130075718600002 1091.95

LLA :

CA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004827650

MOD P00019 Funding 300160.92

Cumulative Funding 25996804.03

MOD P00020

920411 130076060200001 21603.00

LLA :

CA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004849845

MOD P00020 Funding 21603.00

Cumulative Funding 26018407.03

MOD P00021

720301 130076463400001 57732.56

LLA :

CB 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004882004

720413 130076463400003 40000.00

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LLA :  
CC 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004882004

920301 130076463400002 10773.40

LLA :  
CB 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004882004

920412 130076463400004 30000.00

LLA :  
CC 97X4930 NH2A 255 77777 0 050120 2F 000000 A10004882004

920413 130076599300001 48000.00

LLA :  
CD 97X4930 NH2A 255 77777 0 050120 2F 000000 A00004892064

MOD P00021 Funding 186505.96  
Cumulative Funding 26204912.99

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Note: All the provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract and this solicitation apply to this task order, unless otherwise specified in the task order, in addition to the following:

### **Task Order H-3 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL NAVAIR 5252.242-9515 (Variation) (August 2011)**

(a) During the performance of this task order it may be necessary for the contractor to procure material to immediately respond to system development requirements, system failures, and system operation requirements. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and the applicable Department of Navy regulations and instructions.

The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of the contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

Only material included in the below List of Allowable Material may be procured under this task order. No material with a unit cost of \$250,000.00 or greater shall be procured under this task order. No single procurement with a total value, that is the total sum of all items, of \$700,000.00 or greater may be procured under this task order. Procurements will not be split to circumvent these thresholds.

(b) List of Allowable Materials:

Electronic Components and Materials:

Antennas, Amplifiers, Backshells, Batteries, Cable, Cable Assemblies, Capacitors, Circuit Board Repair Materials, Circuit Breakers, Charging Devices, Chemicals, Chips, Cleaners, Color Touch Panels, Connectors, Connector Accessories, Control System, Converters, Crystals, Diodes, Eliminators, Fiber Optic Cable, Fuses, Hubs, HVAC, IC Circuits, Inductors, Infrared Remotes, Lamps/Bulbs, Microphones, Multimedia Equipment, Patch Cords, Refrigeration, Relays, Resistors, RF Adapters, Routers, Power Controllers, Power Supplies, Semi-Conductor Devices, Splices, Switches, Switchers, Terminals, Transistors, Transformers, Twisted Pair Cable, Wireless Communication Components, and Wires.

Hardware/Raw Manufacturing Material:

Tools, Bolts, Boxes, Brackets, Brads, Carpet, C-E Cases, Control Frames, Electrical Boxes, Fabric, Foam Inserts, Heat Shrink, Hinges, Handles, Kevlar, Metals (Various Gauge), Interior/Exterior Mounts, Intermediate Distribution Frames, Main Distribution Frames, Nuts, Polyurethane, Racks, Rack Assembly, Rack Mount Frames, Rubber, Slides, Braces, Rivets, Rivnuts, Screws, Washers, Wood, Fiberglass, Shelters, and Plastics.

Software:

Software Licenses, Word Processors, Spreadsheets, Database Managers, Utilities, Operating Systems, Graphics and Presentation Packages, Mail Systems, Network Handlers, Communications Packages, Customized Software, and Miscellaneous Software.

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Miscellaneous Material:

Data Storage Medium, Binders, Dividers, Electronic Component Cleaning Materials, Composite Fabrication Materials, Deliverable/Documentation Consumables, De-Greaser, Electronic Repair Services, Floor Coverings, Furniture, Insulation, Memory, Mylar, Paint, Solder Supplies, Shipping/Freight Supplies/Services, Uniforms, HAZMAT Suits, Specialty Clothing, and Vu-graph Supplies.

(c) In addition to COR and/or Contracting Officer approvals listed below, IT resources may not be procured unless the approvals required by Department of Defense purchasing procedures have been obtained. IT resources are defined as any equipment and or interconnected system and/or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data information. IT resources include personal computers, laptops, printers, software, servers, hubs, routers, phones, facsimile machines and any related maintenance, telecommunications, training, or other support services.

To obtain IT approval the contractor shall prepare an IT Certification Letter (Attachment 9 – Non-Navy IT Compliance Certification Form) with a complete list of items to be obtained. The IT Certification Letter shall be provided to the Division designated IT point of contact for approval through the NAVAIR Chief Information Officer process. The IT approval shall be provided to the COR prior to procurement.

(d) Prior written approval from the COR and/or Contracting Officer shall be required for all purchases of material (IT resources or non-IT resources) as listed below. Requests for approval shall include a list of the material to be procured, an explanation of the need for the material, IT approval (if applicable), a listing of quotes received, the reason for the selected source, and the determination of price reasonableness. If the procurement is sole sourced to a particular supplier or piece of equipment include the rationale for limiting the procurement to that supplier or piece of equipment.

For procurements of all software licenses regardless of total value, COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

For procurement with a total value (excluding software licenses), that is total sum of all items, \$3,000.00 and below, no COR or Contracting Officer approval is required. Procurement will not be split to circumvent the threshold.

For procurement with a total value between \$3,000.01 and \$150,000.00 (excluding software licenses), COR approval is required. Procurement will not be split to circumvent the threshold.

For procurement with a total value greater than \$150,000.00 (excluding software licenses), COR and Contracting Officer approval is required. Procurement will not be split to circumvent the threshold. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

**Task Order H-4 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE**

(a) The task order includes an option, per each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased program in-scope requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 5 years in duration.

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(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished at anytime during task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

(e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The Contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.

(f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the Contractor anticipates acceleration of effort, greater than 10% during the current term, the Contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort", (Dec 2000) of the task order.

**Task Order H-5 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S – REPUBLIC OF KOREA (ROK) (USFK) (APR 2012)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea(USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause –

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract,

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subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

- (e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.
- (f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.
- (g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.
- (h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.
- (i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.
- (j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.
- (k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:
  - (1) Completion or termination of the contract.
  - (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
  - (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.
- (l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.
- (m) Support.

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(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)

i. All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

ii. When the Government provides medical or emergency dental 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 unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable –

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or 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) Non-combatant Evacuation Operations (NEO).

i. The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

ii. If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

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(q) Next of kin notification and personnel recovery.

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

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

#### **5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (SEP 2012 )**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, the COR identified in NAVAIR Clause 5252.201-9501, shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the [NAVAIR\\_SAAR.fct@navy.mil](mailto:NAVAIR_SAAR.fct@navy.mil) mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

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**5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)**

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in N00178-04-D-4024-M802. Task Orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

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(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(b)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists

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substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with three (3) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 1,186,603 (consisting of an estimated hours breakout of: Base Year - 219,561, OPTION 1 - 225,417 OPTION 2 - 237,138, OPTION 3 - 247,275, and OPTION 4 - 257,212) 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.

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(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 contract.

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

(d) The level of effort for this contract shall be expended at an estimated average rate of approximately Base Year - 4,222, OPTION 1 - 4,335, OPTION 2 - 4,560, OPTION 3 - 4,755, and OPTION 4 - 4,946 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 Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

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

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

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

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

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

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

**5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)**

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the Contracting Officer's Representative (COR) a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor and the Procuring Contracting Officer.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in

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performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

**5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the first 12 months of the task order, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

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(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

**5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (MAY 2011)**

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract".

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

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(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

#### **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 re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

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### **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 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

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

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

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

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

Name of province in which the work was performed.

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

### **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 USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

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

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of

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deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

**5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)**

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

<u>U.S. Citizens</u>			
X	APO/FPO/MPO/DPO/Postal Services	X	DFACs****
	Authorized Weapon*****	X	Excess Baggage
X	Billeting***	X	Fuel Authorized
X	CAAF*	X	Gov't Furnished Meals****
X	Controlled Access Card (CAC)	X	Military Banking
X	Installation Access Badge	X	Laundry
X	Military Exchange		None
	Embassy Services Kabul**		
X	Mil Issue Equip		
		X	MILAIR (inter/intra theater)
		X	MWR
		X	Transportation
		X	Military Clothing

<u>Third-Country National (TCN) Employees</u>			
X	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	X None	

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

\* CAAF is defined as Contractors Authorized 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 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.

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**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)

#### **5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)**

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper,

Trans-shipper, and Receiver Requirements and Procedures:55

[http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

(c) **Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD

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Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIRoA).

(d) **Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIRoA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

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

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

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b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIROA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

#### **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 (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,

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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

### **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).

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(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 I CONTRACT CLAUSES

Note: All the provisions and clauses of Section I of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

The following clauses are incorporated by reference:

**52.203-16 -- PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)**

**52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

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

**52.251-1 - GOVERNMENT SUPPLY SOURCES (APR 2012)**

**252.204-7012 - SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

**252.229-7014 TAXES - FOREIGN CONTRACTS IN AFGHANISTAN (DEC 2015)**

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)**

The following clauses are incorporated by full text:

**52.217-8 -- OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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

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

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

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

**52.222-2 -- PAYMENT FOR OVERTIME PREMIUMS (July 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\$2,220,507.10** or the overtime premium is paid for work— Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

#### **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 @ 55.6%
Logistics Technician	Supply Technician	\$28.55	\$15.87
Electronics Technician III	Electronics Technician Maintenance III	\$27.89	\$15.51
Engineering Technician IV	Engineering Technician IV	\$35.64	\$19.82
Engineering Technician III	Engineering Technician III	\$28.79	\$16.01
Engineering Technician II	Engineering Technician II	\$25.72	\$14.30
Computer Programmer III	Computer Programmer III	\$32.68	\$18.15
Computer Programmer II	Computer Programmer II	\$27.63	\$15.36



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outside the United States to support U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Peace operations, consistent with Joint Publication 3-07.3; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION> 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 supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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

(c) *Support.*

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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

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

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

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

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center

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or to travel to, from, or within the designated operational area. 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 designated operational area under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION>, 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) <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION> 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 DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

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

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

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

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

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

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

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

(ii) Where to seek victim and witness protection and assistance available to contractor personnel

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in connection with an alleged offense described in paragraph (d)(4) of this clause.

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

(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/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

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

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

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

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

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(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):

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

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

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

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

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

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

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

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area 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 a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

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

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

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

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

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

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

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

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

(1) A military-run training center; or

(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—

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(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION>;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

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

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

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

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

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

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

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

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html).

(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.

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

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

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

(i) *Military clothing and protective equipment.*

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

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

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

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

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

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

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area 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, Operational Contractor Support. 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;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession,

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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 designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area 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 <st1:ST1:COUNTRY-REGION w:st="on">United States</st1:ST1:COUNTRY-REGION> and third country national Contractor personnel.

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

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

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

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the 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 supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

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(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

**252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (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](http://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.

**252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013) (MAR 2015)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

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(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

**252.225-7995 - CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009) (JAN 2015)**

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

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

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

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

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

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

“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.

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

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

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

(c) *Support.*

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

d) *Compliance with laws and regulations.*

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

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

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

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

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

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

(A) Hold their own identity or immigration documents, such as passport or driver’s license ;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

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

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

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

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

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

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

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

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

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

(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—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

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

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

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

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

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

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

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

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules. (<http://www.acq.osd.mil/log/PS/spot.html>)

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

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

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

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at —

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS>

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[/spot.html](#) for additional training resources and documentation regarding registration for and use of SPOT.

(h) *Contractor personnel.*

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

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

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

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

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

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

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

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

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

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

(j) *Weapons.*

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization

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to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

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

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

(m) *Evacuation.*

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

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

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

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

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

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

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

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

#### **252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-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 approval by the Contracting Officer, the CAP becomes a material part of the

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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.

(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

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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.

#### **252.246-7004 – SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS (OCTOBER 2010)**

(a) *Definition.* Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;

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(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

**252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)**

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

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged

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to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

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(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or

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alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

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Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

(End of identification and assertion)

GOVERNMENT PURPOSE RIGHTS

Contract No.  
Contractor Name  
Contractor Address

Expiration Date

(End of legend)

LIMITED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

(End of legend)

SPECIAL LICENSE RIGHTS

(End of legend)

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**

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

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

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(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that—

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(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

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(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical

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situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;  
and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

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(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

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(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the

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Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

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(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

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(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to

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enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

\_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number), License No. \_\_\_\_\_ (Insert license identifier). Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

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(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

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(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

#### **252.229-7002 CUSTOMS EXEMPTIONS (GERMANY) (JUN 1997)**

**Imported products required for the direct benefit of the United States Forces are authorized to be acquired duty-free by the Contractor in accordance with the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense.**

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## SECTION J LIST OF ATTACHMENTS

### List of Attachments:

Exhibit A: CDRLs

Attachment 1: Progress Report Template

Attachment 2: Electronic Transfer of Contractor Expenses

Attachment 3: Financial Progress Report

Attachment 4: Wage Determinations (Updated Aug 2018)

Attachment 5: Task Order Closeout

Attachment 6: IOCS DD254 dated 02 Oct 17

Attachment 7: Surveillance Activity Checklist (Updated Sept 2017)

Attachment 8: Data Item Transmittal Acceptance/Rejection Form

Attachment 9: Non-Navy IT Form

Attachment 10: Locator Form

Attachment 11: List of Authorized Subcontractors (Updated October 2018)

Attachment 12: List of Key Personnel

Attachment 13: COR Appointment Letter

Attachment 14: ACOR Appointment Letter

**Attachment 15: Clause 5252.232-9104, Allotment of Funds\_P00021**