

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 / 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11-Sep-2018	4. REQUISITION/PURCHASE REQ. NO. Various	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001 [REDACTED]	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234	CODE	S0701A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 12010 Sunset Hills Road Reston VA 20190	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119 / N0016418F3006
[X]	10B. DATED (SEE ITEM 13) 10-Jul-2018
CAGE CODE 6XWA8	FACILITY CODE

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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) 52.232-22 and 5252.232-9104

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [REDACTED] (Signature of Contracting Officer)	11-Sep-2018

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 2 of 3	FINAL
----------------------------------	-------------------------------------	--------------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this action is to (1) Add Incremental Funding, (2) Add clause to Section I, (3) Update overtime clause, and (4) Deliverables of Performance. Accordingly, said Task Order is modified as follows:

(1) FUNDING INFORMATION

The funded amounts available for this Task Order are as follows:

The total funded amount available for this task order is hereby increased by **\$70,462.97** from **\$1,896,000.00** to **\$1,966,462.97**.

This task order is incrementally funded and the amount currently available for payment hereunder is limited to **\$1,966,462.97** inclusive of fee, profit, and all other charges.

(2) ADD CLAUSE TO SECTION I

Please see Section I for the addition of DFARS 252.225-7976 (DEVIATION 2018-O0019).

(3) UPDATE OVERTIME CLAUSE

Please see Section I for the addition of cost in clause FAR 52.222-2 Payment for Overtime Premiums.

(4) DELIVERABLES OF PERFORMANCE

Please see Section F.

The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of **\$1,966,462.97** unless additional funds are made available and are incorporated as a modification to this task order.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,896,000.00 by \$70,462.97 to \$1,966,462.97.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AF	OPN	0.00	30,462.97	30,462.97
7001AG	OPN	0.00	20,000.00	20,000.00
7001AH	OPN	0.00	20,000.00	20,000.00

The total value of the order is hereby increased from \$40,212,107.00 by \$0.00 to \$40,212,107.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	34,362,845.00	(70,462.97)	34,292,382.03
7001AF	0.00	30,462.97	30,462.97
7001AG	0.00	20,000.00	20,000.00
7001AH	0.00	20,000.00	20,000.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 3 of 3	FINAL
----------------------------------	-------------------------------------	--------------------------------------	----------------	-------

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

CLIN/SLIN	From	To
7001AF		9/11/2018 - 9/10/2019
7001AG		9/11/2018 - 9/10/2019
7001AH		9/11/2018 - 7/9/2020

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 1 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Task Order Labor- exclusive of Surge and Performance Incentives. (Fund Type - OTHER)	██████████	█	██████████	██████████	\$34,292,382.03
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	60.0%				
		Government Underrun Share Line	60.0%				
7001		Labor CLIN for Base Year 1 and Base Year 2. Period of Performance from 10 July 2018 to 09 July 2020.					\$1,865,462.97
7001AA	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of (SOW Paragraph 3.1/IWS2/AN/SLQ- 32(V)6 /Engineering Technical, and Programmatic Support for AN/SLQ-32(V)6). (O&MN,N)	1.0	LO	██████████	██████████	\$1,000,000.00
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	60.0%				
		Government Underrun Share Line	60.0%				

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 2 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001AB	R425	Funding in support of (IWS2/AN /SLQ-32(V)6, AN/SLQ-32(V)7, SLQ-59, SLQ-62, and AOEW/System architecting and engineering baseline development and management for Affordable System Operational Effectiveness in support of NAVSEA 06L PLM Program in accordance with JIRA tasking for AN/SLQ-32(V)6, AN/SLQ-32(V)7, SLQ-59, SLQ-62, and AOEW). (RDT&E)	1.0	LO	██████████	██████████	\$434,000.00
		Max Fee			██████████		
		Min Fee			██████████		
		Government Overrun Share Line	60.0%				
		Government Underrun Share Line	60.0%				
7001AC	R425	Funding in support of (IWS2/AN /SLQ-32(V)6 /Technical Support for AN/SLQ-32(V)6 (Block 1B3 and Block 2 Improvements) for System Installations on Surface Combatant Ships in the US Navy Affordable Systems Operational Effectiveness in accordance with JIRA tasking). (OPN)	1.0	LO	██████████	██████████	\$276,000.00
		Max Fee			██████████		
		Min Fee			██████████		

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
	Government Overrun Share Line		60.0%				
	Government Underrun Share Line		60.0%				
7001AD	R425	Funding in support of (IWS2/AN/SLQ-32(V)6/Engineering Technical Support and Programmatic Support for AN/SLQ-32(V)6 (Block 1B3 and Block 2 Improvements) for System Installations on Surface Combatant Ships in the US Navy Affordable Systems Operational Effectiveness in accordance with JIRA tasking). (OPN)	1.0	LO	██████████	██████████	\$25,000.00
	Max Fee		██████████				
	Min Fee		██████████				
	Government Overrun Share Line		60.0%				
	Government Underrun Share Line		60.0%				
7001AE	R425	Funding in support of (IWS2D/AN/ALQ-248/Systems Engineering, Testing and Evaluations with conclusions and recommendations for increased reliability, software support to include cyber security and Information Assurance with possible solutions to any	1.0	LO	██████████	██████████	\$60,000.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 4 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		known present or future risks to the security of the systems, compatibility issues or possible obsolete parts in accordance with JIRA tasking for AN/ALQ-248 (AOEW)). (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	60.0%				
		Government Underrun Share Line	60.0%				
7001AF	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of (IWS2/AN /SLQ-32(V)6 /Engineering Technical Support and Programmatic Installation Support for AN/SLQ-32(V)6 (Block 1B3 and Block 2 Improvements) on DDG 61, DDG 64, DDG 71, DDG 75, and DDG 96 for Affordable Systems Operational Effectiveness in accordance with JIRA tasking). (OPN)	1.0	LO			\$30,462.97
		Max Fee					
		Min Fee					
		Government Overrun Share Line	60.0%				
		Government Underrun Share Line	60.0%				

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 5 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001AG	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of (IWS2/AN /SLQ-32(V)6 /Engineering Technical Support and Programmatic Installation Support for AN/SLQ-32(V)6 (Block 1B3 and Block 2 Improvements) on DDG 61, DDG 64, DDG 71, DDG 75, and DDG 96 for Affordable Systems Operational Effectiveness in accordance with JIRA tasking). (OPN)	1.0	LO	██████████	██████████	\$20,000.00
		Max Fee			██████████		
		Min Fee			██████████		
		Government Overrun Share Line	60.0%				
		Government Underrun Share Line	60.0%				
7001AH	R425	Funding in support of AN/SLQ-32 Block 3 by providing Integrated Logistics Products and Technical Data Products such as but not limited to LPD, IETM/Techwriting/ and CAD in accordance with JIRA tasking to ensure Affordable System Operational Effectiveness for AN/SLQ-32(V)7. (OPN)	1.0	LO	██████████	██████████	\$20,000.00
		Max Fee			██████████		

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 6 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government Overrun Share Line	60.0%				
		Government Underrun Share Line	60.0%				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7006	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER)	0.0	LH	\$0.00	\$0.00	\$0.00
7007	R425	Base Period Performance Incentive Evaluation Period 1-COST CLIN ONLY. (Fund Type - OTHER)	1.0	LO	\$0.00		
7008	R425	Base Period Performance Incentive Evaluation Period 2-COST CLIN ONLY. (Fund Type - OTHER)	1.0	LO	\$0.00		
7009	R425	Base Period Performance Incentive Evaluation Period 3-COST CLIN ONLY. (Fund Type - OTHER)	1.0	LO	\$0.00		
7010	R425	Base Period Performance Incentive Evaluation Period 4-COST CLIN ONLY. (Fund Type - OTHER)	1.0	LO	\$0.00		

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			1.0%		
		Government Underrun Share Line			1.0%		
7101		Option Year 1 Labor. Period of Performance 10 July 2020 to 09 July 2021.					\$0.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 7 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7106	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7107	R425	Option Year 1 Performance Incentive Evaluation Period 1-COST CLIN ONLY. (Fund Type - OTHER) Option	1.0	LO	\$0.00	██████████	██████████
7108	R425	Option Year 1 Performance Incentive Evaluation Period 2-COST CLIN ONLY. (Fund Type - OTHER) Option	1.0	LO	\$0.00	██████████	██████████

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	0.0	LH	\$0.00	\$0.00	\$0.00
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			1.0%		
		Government Underrun Share Line			1.0%		
7201		Option Year 2 Labor. Period of Performance 10 July 2021 to 09 July 2022.					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7206	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7207	R425	Option Year 2 Performance Incentive Evaluation Period 1-COST CLIN ONLY. (Fund Type - OTHER) Option	1.0	LO	\$0.00	██████████	██████████

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 8 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7208	R425	Option Year 2 Performance Incentive Evaluation Period 2-COST CLIN ONLY. (Fund Type - OTHER) Option	1.0	LO	\$0.00		

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	0.0	LH	\$0.00	\$0.00	\$0.00
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			1.0%		
		Government Underrun Share Line			1.0%		
7301		Option Year 3 Labor. Period of Performance 10 July 2022 to 09 July 2023.					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7306	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7307	R425	Option Year 3 Performance Incentive Evaluation Period 1-COST CLIN ONLY. (Fund Type - OTHER) Option	1.0	LO	\$0.00		
7308	R425	Option Year 3 Performance Incentive Evaluation Period 2-COST CLIN ONLY. (Fund Type - OTHER) Option	1.0	LO	\$0.00		
7400	R425	Task Order Surge Labor. (Fund Type - OTHER)					\$1,834,444.00
7401		Surge Labor CLIN for Base Year 1 and Base Year 2.					\$0.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 9 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Period of Performance 10 July 2018 to 09 July 2020.					
7402		Option Year 1 Surge Labor. Period of Performance 10 July 2020 to 09 July 2021.					\$0.00
7403		Option Year 2 Surge Labor. Period of Performance 10 July 2021 to 09 July 2022.					\$0.00
7404		Option Year 3 Surge Labor. Period of Performance 10 July 2022 to 09 July 2023.					\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7999		Not Separately Priced-CDRL's	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Task Order ODC Funding. (Fund Type - OTHER)	1.0	LO	\$383,980.00
9001		Base Year 1 and Base Year 2 ODC. Period of Performance 10 July 2018 to 09 July 2020.			\$61,000.00
9001AA	R425	Funding in support of (IWS2/AN/SLQ-32(V)6/Technical Support for AN/SLQ-32(V)6 (Block 1B3 and Block 2 Improvements) for System Installations on Surface Combatant Ships in the US Navy Affordable Systems Operational Effectiveness in accordance with JIRA tasking). TRAVEL ONLY. (OPN)	1.0	LO	\$60,000.00
9001AB	R425	Funding in support of (IWS2D/AN/ALQ-248/Systems Engineering, Testing and Evaluations with conclusions and recommendations for increased reliability, software support to include cyber security and Information Assurance with possible solutions to any known present or future risks to the security of the systems, compatibility issues or possible obsolete parts in accordance with JIRA tasking for AN/ALQ-248 (AOEW)). TRAVEL ONLY. (RDT&E)	1.0	LO	\$1,000.00
9002		Option Year 1 ODC. Period of Performance 10 July 2020 to 09 July 2021.			\$0.00
9003		Option Year 2 ODC. Period of Performance 10 July 2021 to 09 July 2022.			\$0.00
9004		Option Year 3 ODC. Period of Performance 10 July 2022 to 09 July 2023.			\$0.00
9006	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER)	1.0	LO	\$0.00
9100	R425	Task Order Material Funding. (Fund Type - OTHER)	1.0	LO	\$702,087.00
9101		Base Year 1 and Base Year 2 Material. Period of Performance 10 July 2018 to 09 July 2020.			\$40,000.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 10 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101AA	R425	Funding in support of (IWS2/AN/SLQ-32(V)6, AN/SLQ-32(V)7, SLQ-59, SLQ-62, and AOEW/System architecting and engineering baseline development and management for Affordable System Operational Effectiveness in support of NAVSEA 06L PLM Program in accordance with JIRA tasking for AN/SLQ-32(V)6, AN/SLQ-32(V)7, SLQ-59, SLQ-62, and AOEW). MATERIAL ONLY. (RDT&E)	1.0	LO	\$40,000.00
9102		Option Year 1 Material. Period of Performance 10 July 2020 to 09 July 2021.			\$0.00
9103		Option Year 2 Material. Period of Performance 10 July 2021 to 09 July 2022.			\$0.00
9104		Option Year 3 Material. Period of Performance 10 July 2022 to 09 July 2023.			\$0.00
9106	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER)	1.0	LO	\$0.00
9200	R425	Task Order Surge for ODC's. (Fund Type - OTHER) Option	1.0	LO	\$22,250.00
9201		Base Year 1 and Base Year 2 Surge ODC. Period of Performance 10 July 2018 to 09 July 2020.			\$0.00
9202		Option Year 1 Surge ODC. Period of Performance 10 July 2020 to 09 July 2021.			\$0.00
9203		Option Year 2 Surge ODC. Period of Performance 10 July 2021 to 09 July 2022.			\$0.00
9204		Option Year 3 Surge ODC. Period of Performance 10 July 2022 to 09 July 2023.			\$0.00
9206	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9300	R425	Task Order Surge Material. (Fund Type - OTHER) Option	1.0	LO	\$37,104.00
9301		Base Year 1 and Base Year 2 Surge Material. Period of Performance 10 July 2018 to 09 July 2020.			\$0.00
9302		Option Year 1 Surge Material. Period of Performance 10 July 2020 to 09 July 2021.			\$0.00
9303		Option Year 2 Surge Material. Period of Performance 10 July 2021 to 09 July 2022.			\$0.00
9304		Option Year 3 Surge Material. Period of Performance 10 July 2022 to 09 July 2023.			\$0.00
9306	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9400	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 11 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9406	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9500	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9506	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9600	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9606	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9700	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00
9706	R425	DO NOT USE. CLIN USED DURING SOLICITATION-NO LONGER VALID. (Fund Type - OTHER) Option	1.0	LO	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

cost.

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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

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

FIXED FEE TABLE						
			Hourly Rate (s)		Totals	
CLIN	Contract Type	Man-Hour (Hr)	Estimated Cost/Hr (Rate)	Fixed Fee/Hr (FF)	Fixed Fee (Hrs x FF)*	Estimated Cost (Hr x Rate)
7000**	CPIF	-				
7001	CPIF	██████	██████	██████	██████	██████
7007	Cost	N/A	N/A	██████	██████	N/A
7008	Cost	N/A	N/A	██████	██████	N/A
7009	Cost	N/A	N/A	██████	██████	N/A
7010	Cost	N/A	N/A	██████	██████	N/A
7101	CPFF	██████	██████	██████	██████	██████
7107	Cost	N/A	N/A	██████	██████	N/A
7108	Cost	N/A	N/A	██████	██████	N/A
7201	CPIF	██████	██████	██████	██████	██████
7207	Cost	N/A	N/A	██████	██████	N/A
7208	Cost	N/A	N/A	██████	██████	N/A
7301	CPIF	██████	██████	██████	██████	██████
7307	Cost	N/A	N/A	██████	██████	N/A

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 13 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

7308	Cost	N/A	N/A	\$273,102	\$273,102	N/A
7400**	CPFF	-	-	-	-	-
7401	CPFF	████	████	████	████	████
7402	CPFF	████	████	████	████	████
7403	CPFF	████	████	████	████	████
7404	CPFF	████	████	████	████	████

*The rate for Fee in the above table is based on the blended rate █████ between the Prime and Subcontractors.

**CLIN's 7000 and 7400 are the primary Cost CLIN's for the Task Order. Please see Section B for the entire break out.

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

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

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 14 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

a. The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [insert named component] 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) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

b. The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

c. 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://dod.ecmra.support.desk@mail.mil>.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 15 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 SCOPE

This Performance Work Statement (PWS) sets forth the requirements for Engineering, Logistics, Technical, and Programmatic Support Services for tasking associated with NSWC Crane's Maritime Electronic Warfare Spectrum Division (MEWSD) program to achieve and sustain Affordable System Operational Effectiveness (ASOE). The performance objective is to achieve affordable system operational effectiveness through greater technical, management, and cost efficiencies through process development and implementation, incentivized productivity and innovation, and the use of data to drive the decisions made throughout MEWSD product life cycles. These contract objectives shall be identified and measured against the mandatory sustainment key performance parameter of Availability and its specific sustainment metrics of Materiel Reliability, Operations & Support Cost, and Mean Down Time as set forth in DoDI 5000.02, February 2, 2017 ENCLOSURE 6 pages 130 and 131 paragraph 4, as part of the overall affordable system operational effectiveness. Technical performance data for MEWSD is associated with Anti-Ship Missile threats and includes secret classified data.

2.0 SYSTEMS AND PROGRAMS

NSWC Crane has total lifecycle system management responsibility for MEWSD systems. This responsibility includes research and development, acquisition, sustainment, and disposal roles. The MEWSD systems covered in this solicitation entail improvements and advancements of capabilities being developed through SLQ-32 Block improvements via the Surface Electronic Warfare Improvement Program (SEWIP) and fielded as SLQ-32(V)6 and following programs. SEWIP is a spiral-development upgrade and replacement program for the SLQ-32 EW system aboard several classes of Navy combatant ships. The SLQ-32(V)6 includes SEWIP Block 1B (an interface to the Combat System that provides Combat System Tracks to the EW system in support of Defensive and Offensive EW and Decoy Integration and Specific Emitter Identification enhancements), and Block 2 (an enhanced electronic warfare support (ES) receiver). The SLQ-32(V)7 includes SEWIP Block 3 advanced electronic attack (EA) capability to the program. SEWIP Block 4 shall include Infrared Counter Measures (IRCM) capability that shall address threats in mid-wave spectrum, followed by an Electro Optical Counter Measures (EOCM) capability.

2.1 APPLICABLE DOCUMENTS

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

2.1.1 Specifications

MIL-PRF-29612B	Training Data Products, Revision B, 31 Aug 2001
TS9090-700 (series)	NAVSEA Technical Specification, SCLSIS/CDMD-OA
TS9090-310 (series)	NAVSEA Technical Specifications, Alterations to Ships Accomplished by Alternation Installation Teams

2.1.2 Standards

ANSI/NISO Z39.18-2005	Scientific and Technical Reports – Preparation, Presentation, and Preservation, 27 July 2005
ASME Y14.100-2013	Engineering Drawing Practices, 30 July 2013
ASME Y14.24-2012	Types and Applications of Engineering Drawings, 5 April 2013
ASME Y14.34-2013	Associated Lists, 16 May 2014
ASME Y14.35M-1997	Revision of Engineering Drawings and Associated Documents, 8 December 1997
ASME Y14.35-2014	Revision of Engineering Drawings and Associated Documents
ASME Y14.41-2012	Digital Product Definition Data Practices, 14 May 2012
ASME Y14.5-2009	Dimensioning and Tolerancing, 27 March 2009
ASME Y14.5.1M-1994	Mathematical Definition of Dimensioning and Tolerancing Principles, 31 January 1995
ANSI/EIA-649-B-2001	Configuration Management Standard, 17 June 2011
ANSI-Z-540	Calibration Laboratories and Measuring and Test Equipment
GEIA-STD-0007-B	Logistics Product Data, 01 May 2013

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 16 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

IPC-A-610FC	Telecom Addendum to IPC-A-610 Revision F Acceptability of Electronic Assemblies
IPC J-STD-001F Amd 1	Requirements for Soldered Electrical and Electronic Assemblies
ISO Guide Part 4	Uncertainty of Measurement
ISO 9001:2015(E)	Quality Management Systems – Requirements
MIL-P-24534A	Military Specification: Planned Maintenance System; Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation (07 MAY 1985)
MIL-DTL-83522E	Detail Specification Connectors, Fiber Optic, Single Ferrule, General Specification
MIL-HDBK-502	DoD Handbook Acquisition Logistics
MIL-HDBK-2097A NOT 1	Acquisition of Support Equipment and Associated Integrated Logistics Support
MIL-I-24728A Amd 1	Military Specification Interconnection Box, Fiber Optic, Metric General Specification
MIL-STD-129R	Military Marking for Shipment & Storage, Revision R, 18 Feb 2014
MIL-STD-130N Change 1	Department of Defense Standard Practice Identification Marking of U.S. Military Property
MIL-STD-461 11	Department of Defense Interface Standard: Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
MIL-STD-810 Rev G	Environmental Engineering Laboratory
MIL-STD-901 Rev D	Shock Tests (High Impact) Shipboard Machinery Equipment and Systems Requirements For
MIL-STD-1678-1D Change 1	Requirement 1306 Personnel Proficiency Only 17 Jan 2017 Fiber Optic Cabling Systems Requirements and Measurements (Part 1: Design, Installation, and Maintenance Requirements)
MIL-STD-1678-3C 24	Fiber Optic Cabling Systems Requirements and Measurements Physical, Mechanical, Environmental, and Material Measurements (Part 3 of 6 Parts)
MIL-STD-1678-4C 11	Fiber Optic Cabling Systems Requirements and Measurements (Part 4: Test Sample Configuration and Fabrication Requirements)
MIL-STD-1678-5B 12	Fiber Optic Cabling Systems Requirements and Measurements (Part 5: Design Phase, Supplemental and Legacy Measurements)
MIL-STD-1839D Notice 1	Military Standard Calibration and Measurement Requirements
MIL-STD-2042B Notice 1	Fiber Optic Cable Topology Installation Standard Methods for Naval Ships
MIL-STD-3022	Documentation of Verification, Validation, and Accreditation (VV&A) for Models and Simulations
MIL-STD-31000A	Technical Data Packages, Revision A, 26 Feb 2013
MIL-PRF-28876E	Performance Specification Connectors, Fiber Optic, Circular, Plug and Receptacle Style, Multiple Removable Termini, General Specification
MIL-PRF-29504B Notice 1	Performance Specification Termini, Fiber Optic Connector, Removable, General Specification
MIL-PRF-29612B Notice 3	Performance Specification Training Data Products
MIL-PRF-32070A Notice 1	Performance Specification Test Program Sets
MIL-PRF-85045G	Performance Specification Cables, Fiber Optic, General Specification
TS9090-310G	Alterations to Ships Accomplished by Alteration Installation Teams
DOD-STD-2101	Classification of Characteristics, 10 May 1979
DoD 5220.22-M	Data Wipe Standard
SAE EIA-649-B	Configuration Management Standard
SAE EIA-649-1	Configuration Management Requirements for Defense Contracts
TIA/EIA/455-171A	Attenuation by Substitution Measurement for Short-Length Multimode Graded-Index and Single Mode Optical Fiber Cable Assemblies

2.1.3 Other Publications and Regulations

PSM GB	DoD Product Support Manager's Guidebook, April 2011
IPS GB	Integrated Product Support Element Guidebook, November 2011
MIL-HDBK-61A	Configuration Management Guidance, Revision A, 07 Feb 2001
MIL-HDBK-189C	Reliability Growth Management
MIL-HDBK-470A	Designing and Developing Maintainable Products and Systems, Volume I
MIL-HDBK-502A	Product Support Analysis, Revision A, 08 Mar 2013

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 17 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

MIL-HDBK-1390	Level of Repair Analysis
GEIA-HB-0007-1	Logistics Product Data Handbook
GEIA-HB-649A-1	Configuration Management Standard Implementation Guide
TA-HB-0007-1	Logistics Product Data Reports Handbook
DoDM 4160.28M	Defense Demilitarization, Volumes 1 - 3, 07 June 2011
OPNAV M-5090.1	Environmental Readiness Program Manual, 10 January 2014
NAVSO P-3692	Independent Logistics Handbook
NAVSUP P-488	COSAL Use and Maintenance Manual
DI-WXM-007B	Hazardous Material (HAZMAT) Procedure
DI-WXM-052D	Installation Responsibilities and Timeline
DI-WXM-078	Procedure for Material Movement and Disposition
F-WXM-047	HAZMAT Usage Inventory Log

2.1.4 Instructions and Directives

10 U.S.C. 2464	Core Logistics Capability
10 U.S.C. 2466	Depot Maintenance 50 Percent Limitation Requirement
US Code Title 5, Section 552	Privacy Act
FAR Subpart 37.104	Personal Services Contracts
FAR Subpart 37.601	Performance-Based Acquisition, General
DFARS 252.204-7000	Disclosure of Information
DoD 4151.18-H	Depot Maintenance Capacity and Utilization Measurement Handbook
DoD 5200.2-R	Personnel Security Program
DoDD 4151.18	Maintenance of Military Material
DoDD 5000.01	Defense Acquisition System
DoDD 5105.84	Director of Cost Assessment and Program Evaluation (DCAPE)
DoDD 5141.01	Director, Program Analysis and Evaluation (PA&E)
DoDD 5500.07	Standards of Conduct
DoDD 8140.01	Cyberspace Workforce Management
DoDD 8570.01	Information Assurance Workforce Improvement Program
DoDI 4151.9	Department of Defense Technical Manual Program Management
DoDI 4151.20	Depot Maintenance Core Capabilities Determination Process
DoDI 4151.21	Public-Private Partnerships for Depot-Level Maintenance
DoDI 4151.24	Depot Source of Repair (DSOR)
DoDI 5000.02	Operation of the Defense Acquisition System February 2, 2017 ENCLOSURE 6 pages 130 and 131 paragraph 4
DoDI 8500.01	Cybersecurity
DoDI 8510.01	Risk Management Framework (RMF)
DoDM 8910.01, Vol 1	DoD Information Collections Manual: Procedures for DoD Internal Information Collections
SECNAVINST 4105.1	Independent Logistics Assessment and Certification Requirements
SECNAVINST 4790.1	Policy for Department of the Navy Maintenance and Material Management (3-M) System SECNAVINST 5000.2E Department of the Navy Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System
SECNAVINST 5400.15C	Department of the Navy Research and Development, Acquisition, Associated Life-Cycle Management, and Logistics Responsibilities and Accountability
SECNAVINST 5510.30B	DON PSP Instruction
SECNAVINST 5510.36A	DON ISP Instruction
OPNAVINST 3000.12A	Operational Availability of Equipment and Weapons Systems, 02 September 2003
OPNAVINST 3960.16A 4	Navy TMDE, ATS, and METCAL
OPNAVINST 4700.7L	Maintenance Policy for US Navy Ships
OPNAVINST 4790.4D	Ships Maintenance and Material Management (3-M) System Policy
OPNAVINST 5090.1D	Environmental Readiness Program, 10 January 2014
OPNAVINST 5100.23G	Navy Safety and Occupational Health Program Manual
OPNAVINST 5102.1D	Navy and Marine Corps Mishap and Safety Investigation, Reporting, and Record Keeping Manual, 7 January 2005
OPNAVINST 5239.1C 20	Navy IA Program

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 18 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

OPNAVINST 11010.20H	Navy Facilities Projects Instruction, 16 May 2014
NAVSEAINST 4130.12B	Configuration Management (CM) Policy and Guidance, 21 July 2004
NAVSEAINST 4790.8C	Ship's Maintenance and Material Management (3-M) Manual
NAVSEAINST 4734.1B	NAVSEA TMDE and Calibration Programs
NSACRANEINST 5100.13A	NSA Crane Smoking and Tobacco Use Policy
NSACRANEINST 5370.6B	Commercial Solicitation and Sale of Items on Government Property
NSACRANEINST 5530.3	Regulations Concerning Dangerous Weapons Aboard Naval Support Activity Crane
NSWCCRANEINST 5910.1	Space Management
NSACRANEINST 11100.1A	NSA Crane Cold Weather/Snow/Ice Plan
NSWCCRANEINST 5510.1A	Information, Personnel, and Industrial Security Manual
NSWCCRANEINST 12570.1A	OCONUS Travel Requirements, 30 May 2014
NSWCCRANEINST 11240.1	Transportation Services Policy, 15 December 2008
NSACRANEINST 5100.13	NSA Crane Smoking and Tobacco Use Policy

2.1.5 Contractor Standards

Software Integration	
SW-01P	Software Development Plan Development
SW-02P	Performing Software Requirements Analysis
SW-03P	Designing the Software Architecture
SW-04P	Designing Database Data Structures
SW-05P	Designing Data Structures for Local Data
SW-06P	Designing Software Algorithms
SW-07P	Generating Design Documents
SW-08P	Target Computer Resource Utilization
SW-09P	Coding
SW-10P	Support Software Development
SW-11P	Developing Unit Tests
SW-12P	Conducting Unit Tests
SW-13P	Peer Review
SW-14P	Test Plan Development
SW-15P	Test Case Development
SW-16P	Test Procedure Development
SW-17P	Conducting Testing
SW-18P	Implementing Approved Changes
SW-19P	Customer Technical Interchange Reviews
SW-20P	Agile Planning and Definition Phase
SW-21P	Agile Spring Phase
SW-22P	Agile Release
SW-23P	Agile Production and Operations
SW-26P	Planning the Configuration Management Function
SW-27P	Establishing Configuration Management Libraries
SW-28P	Identifying Configuration Items
SW-29P	Proposing a Change to a Controlled Item
SW-30P	Configuration Control Boards
SW-31P	Controlling Configuration Baselines
SW-32P	Controlling the Developmental Configuration
SW-33P	Configuration Status Accounting
SW-34P	Generating Building
SW-35P	Conducting Functional Configuration Audits
SW-36P	Conducting Physical Configuration Audits
SW-37P	Conducting Internal CM Baseline Audits
SW-38P	Product Release
SW-39P	Large Scale SE&I Configuration Management
SW-40P	Formal Decision Making
SW-41P	Software Reuse Management
Digital Infrastructure	

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 19 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

IA-01	Information Assurance Management and Planning
IA-02	Security Awareness
IA-03	Vulnerability Management
IA-04	Information Assurance Assessment and Authorization
IA-05	Risk Management and Impact Analysis
IA-06	Development Facility Security
IA-07	Incident Response and Recovery
IA-08	Protection of Data Inputs
IA-09	Protection of Data Extraction
IA-10	Development Network Protection
Process and Quality Excellence	
SI-PQ-01	Quality Management System Manual
SI-PQ-02	Control of Documents and Records
SI-PQ-03	Corrective and Preventive Action
SI-PQ-04	Supplier Quality Evaluation
PQ-03P	Causal Analysis and Resolution
PQ-05P	Corrective Action
PQ-06P	Process Asset Approval
PQ-07P	Corrective Action Board
PQ-09P	Supplier MRB Authority
PQ-10P	Supplier Quality Assessment
Systems Engineering CoP	
SI-ENG-01	Requirements
SI-ENG-02	Technical Solution Development
SI-ENG-03	Technical Standards
SI-ENG-04	Verification
SI-ENG-06	Trade Study
SE-01	Engineering Management Planning
SE-01P	Project Planning Process
SE-02P	Project Assessment and Control
SE-03P	Decision Management
SE-04P	Risk Management
SE-05P	Configuration Management
SE-06P	Information Management
SE-07P	Measurement
SE-08P	Quality Assurance
SE-09P	Business or Mission Analysis Process
SE-10P	Stakeholder Needs and Requirements Definition Process
SE-11P	System Requirements Definition Process
SE-12P	Architecture Definition Process
SE-13P	Design Definition Process
SE-14P	System Analysis Process
SE-15P	Implementation Process
SE-16P	Integration Process
SE-17P	Verification Process
SE-18P	Transition Process
SE-19P	Validation Process
SE-20P	Operation Process
SE-21P	Maintenance Process
SE-22P	Disposal Process
SE-23P	Life Cycle Model Management
SE-24P	Infrastructure Management
SE-25P	Portfolio Management
SE-26P	Human Resources Management
SE-27P	Quality Management
SE-28P	Knowledge Management
SW-29P	Acquisition

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 20 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SW-30P	Supply
Guide-31	Human Engineering Requirements
Guide-32	System Safety Requirements
Guide-33	Supportability Requirements
Guide-34	Availability Requirements
Guide-35	Maintainability Requirements
Guide-36	Reliability Requirements
Guide-37	Logistics Engineering Requirements
Guide-48	Large Scale Life Cycle System Engineering Process Guide
Guide-61	IEEE12207 Mapping to Contractor Preferred Methods and Procedures

3.0 REQUIREMENTS

The Contractor will provide qualified personnel, materials, facilities, equipment, test instrumentation, data collection and analysis, tools, in order to support NSWC Crane Maritime Electronic Warfare Systems Division (MEWSD) in the execution of establishing a model-based life cycle system engineering data-driven process that will result in recommendations with rationale for improvement to MEWSD systems ASOE. The Contractor's approach shall include processes based on a proven ISO 9001:2015 and CMMI Level 3 registered process-driven structure coupled with industry best practice Agile Scrum processes tailored to meet the DoDD 5000.01 systems engineering approach to NSWC Crane MEWSD requirements. When a new tailored process is required, the Contractor will develop the process to meet the specific NSWC Crane MEWSD requirement based on their ISO and CMMI registration and industry best practices.

3.1 MEWSD ASOE Analysis. The Contractor shall provide a quantitative, data driven, methodology comprised of personnel, processes, tools, and equipment necessary for integrating Technical Performance, Supportability, Design Effectiveness, Process Efficiency, and Mission Effectiveness into an effective workflow that produces assessments and recommendations for improvements to ASOE. (IPS 1.1, 1.9, 3.3)

The Contractor shall develop an MEWSD Data Store architecture framework (CDRL A009). The Contractor will meet with the NSWC Crane KO, COR, MEWSD technical customers, and NSWC Crane ACIO/IT Division personnel as appropriate to collaborate on hardware and software management and locations to assess the requirements to support this data-intensive effort and finalize execution of the resulting MEWSD Data Store infrastructure. The Contractor shall establish and maintain the Data Store that will house/interface with the data, processes, tools, and equipment that the Government and SAIC Team personnel will use to provide the quantitative, data driven methodology in an effective/efficient workflow. The Contractor shall identify, capture, document, refine, configure, validate, store, and back-up system life cycle data (provided as GFI) and computer resources required to analyze Performance (Technical and Supportability) across the life cycle, and shall include Information Assurance (IA) and Cybersecurity protection measures for computer resources for both unclassified and classified data storage and analysis in the MEWSD Data Store. (IPS 2.3, 7.10, 7.12, 7.13, 12.1, 12.3)

The Contractor shall design, develop, deploy, and implement the MEWSD Data Store, dashboards, and interactive visualization tools to enable efficient and effective management of the MEWSD systems lifecycle. The Contractor shall continually update and upgrade the MEWSD Data Store to respond to emergent requirements and priorities. The Contractor shall design and develop the MEWSD Data Store to function as the interface for day-to-day data management and collaboration, providing visualization, analysis, and data search capabilities for problem cause analysis and best-case ASOE resolutions across the systems life cycle. The Contractor MEWSD Data Store will work across classification boundaries to enable one-way synchronization from an unclassified For Official Use Only (FOUO) system into an instance of the MEWSD Data Store running on a secure platform at the Secret level (or higher). Much of the source data, in itself, may be unclassified; however, as the information is linked together against systems, the information becomes more and more classified. Using robust dual-factor authentication with role-based access controls, the unclassified version of the MEWSD Data Store will provide for data management, search, analysis, visualization, and storage of unclassified data. The unclassified MEWSD Data Store will support exporting of data into a synchronization format for import into the classified MEWSD Data Store. This will enable sharing of unclassified data within both unclassified and classified implementations. The MEWSD Data Store will interface with a variety of external data sources and provide either automated, semi-automated, or manual processes for integrating the necessary information into the MEWSD Data Store knowledge base. Over time, the Contractor shall transition features, including external data source interfaces, analysis features, and data management functions from primarily manual processes to primarily automated features. The Contractor shall manage the configuration and permissions of the MEWSD Data Store to grant user communities the appropriate level of access controls to manage, use, and maintain the information relevant to their job function. Periodically, the Contractor shall support and perform automated processes to update the data from the unclassified database into the classified database, enabling users to work on the unclassified level as much as feasible and then add, link, and access data on the classified installation using the user interfaces and tools the Contractor provides. The Contractor shall develop tools and technologies to increasingly improve the automated data transfer among systems. The Contractor shall provide to the Government Data Store status reports identifying data store architecture status and data store IA/cyber security status (CDRL A010). (IPS 2.3,

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 21 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

7.10, 7.12, 7.13, 12.1, 12.3)

The Contractor shall review and assess the Performance Based Logistics (PBL) support structure and corresponding system technical and programmatic data for data maturity, quality, and accuracy per applicable Government instructions, policies, and procedures; and contractor registered tailored processes to help ensure that system performance, schedule, affordability, and cost data are accurate and complete in the MEWSD Data Store. The Contractor will use this data as key factors for making program decisions and tradeoffs, including historical failure or system event data (e.g., C5RA, Combat System Ships Qualification Trials (CSSQT), and INCO) needed to assess and analyze support decisions. This data includes such things as reliability, maintainability, and diagnostics predictions; FMECA, Failure Reporting and Corrective Action System (FRACAS), LORA, MTA, RCMA, and other key maintenance planning tasks; as well as Reliability, Availability, and Maintainability (RAM), and LCC analyses. The Contractor shall add and update available documentation found missing by a Scrum Sprint team into the MEWSD Data Store with any necessary updates/corrections for completeness/accuracy and notify the Government of its addition and updates (CDRL A011). The Contractor shall provide to the Government data progress reports providing quantified data store metrics, overall risk analysis of data quality by system and data type, and identification of missing data not found to be available (CDRL A012). (IPS 1.10, 1.14, 2.13, 3.12, 5.8)

The Contractor shall provide dashboards fed by data mining techniques to show project trends and identify deficiencies to enable predictive supportability planning to prevent failures (CDRL A013). The Contractor's basic dashboard configuration will show system health, Fleet health, maintenance, supply, modernization, production, and action items as a way to communicate these data to stakeholders. Each section of the dashboard will provide the capability to navigate to the data to view details. The Contractor's dashboard shall identify system deficiencies and flag performance issues (technical or logistics) for further consideration, and output reports will highlight nuances associated with Fleet technical, logistics performance, and Analysis Sprints backlog execution performance. The Contractor shall customize the dashboards to meet the needs of the MEWSD customers. The data-driven dashboard display will have built-in flexibility to display additional data as the Navy moves into the future and reporting or other requirements change.

The Contractor shall meet with MEWSD personnel to collaborate on a prioritized listing of existing system and program problems such as obsolete component replacement effects, lack of Built-In Test (BIT) data to support Ao analysis, cost identification and tracking, and individual shipboard configuration accuracy. The Contractor will use the prioritized problem list and the list of necessary data sets sources (e.g., ePLM, iPDM, CDMD-OA, CRANE CM spreadsheets, and LPD data) to prioritize capturing, cleansing, maturing, and storing of the data set from which the Contractor analysis processes will draw. This configuration baseline data set includes both physical and functional baselines, where common baseline components are related to each other. The Contractor shall focus on a specific SLQ-32(V)6 EW configuration. Once the Contractor confirms that the data approach for the SLQ-32(V)6 EW system is valid, the Contractor shall expand configuration efforts to all SLQ-32(V)6 shipboard configurations and then on to SLQ-32(V)7, SLQ-59, SLQ-62, and ALQ-248 systems as directed by NSWC Crane. The Contractor shall develop an action item list of ongoing and backlog actions, identifying data availability, labor requirements, schedules, and estimated cost for each action for discussions with the Government Customer to establish Government priorities based on Government incremental funding to achieve best affect to warfighters with available funds (CDRL A014). The Contractor will manage the assigned problem analysis work by applying Agile analysis Scrum Methodology based on stakeholder priorities that contain system metrics and TO status, including the status of ongoing Sprints. The Contractor shall be continually responsive to address customer priorities following Agile principles. The Contractor shall utilize the Scrum methodology to provide predictable and frequent intervals to complete, reprioritize, direct, and plan work (CDRL A015). The Contractor shall define the purpose of each Scrum Sprint Analysis based on type of decision, system selection requirements, constraints on study, tools employed, and analysis measures of merit. For each initiated Scrum Sprint the Contractor shall provide the workflow interaction between the various Analysis Sprint Teams, overarching Analyses Schedule, and estimated cost to the individual Sprint leads, Government, and add to the Data Store (CDRL A016).

3.1.1 Technical Performance. The Contractor Technical Performance Sprint team upon receiving direction from the Contractor Scrum Master/PM, shall capture and communicate designed-in system functions and their corresponding capabilities. The Contractor shall demonstrate the desired mission abilities the system should be capable of executing in the operational environment. The Contractor shall demonstrate the approach to measuring performance against requirements for Software, Hardware, and the Human in the Loop. The Contractor shall interconnect this data within the Data Store for the specific assigned Sprint for record purposes and notify the Government (CDRL A017).

The Contractor will assess that the detailed technical data documentation necessary to support system development reflects the latest design, configuration, integration, and installation concepts. The Contractor shall perform technical data analysis of initial system design and upgrade of fielded systems. Technical documentation may be in the form of paper, electronic (digital), or interactive computer systems. The Technical Data Package (TDP) will include, but not be limited to: Drawings; Specifications; Technical Repair Standards (TRSs); Installation, Operation, & Checkout Procedures; and Engineering Change Proposals (ECPs). The Contractor shall provide an initial data completeness and accuracy analysis for use in the assigned Technical Performance analysis, and the evaluated risk impact to the analysis outcome and add it to the Data Store for required actions (CDRL A018). (IPS 2.2, 2.6, 7.1-7.8)

The Contractor shall capture, and manage capabilities and system engineering baselines to evaluate and communicate measured

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 22 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

capability to stakeholders. The Contractor shall apply a standardized, rigorous, structured methodology to validate physical, mathematical, or otherwise logical representations of a system, entity, phenomenon, or processes following MIL-STD-3022. From this validation, the Contractor shall define appropriate Key Performance Parameters (KPPs) for use in the analysis and add them to the Data Store (CDRL A019). The Contractor shall assist in the development and validation of performance models and industry studies related to MEWS systems. The Contractor shall use these models, including emulators, prototypes, simulators, and stimulators to assist in data development as a basis for making informed managerial, technical, strategic, or tactical decisions. The Contractor shall identify mission capabilities requirements (e.g., detection range, Probability of False Alarm [Pfa], Probability of Detection [Pd], High Probability of Intercept [HPOI], cosite, Intentional Modulation on Pulse [IMOP], Pulse on Pulse [PoP], and Specific Emitter Identification [SEI]) as model inputs and simulate model performance in an operational environment that includes integrated system and platform affects, human-in-the-loop, sea states, clutter, and atmosphere as examples to create the required baseline. For legacy systems, the Contractor shall run additional simulations using the designed-in system capabilities for comparison of current system capabilities to the desired mission ability. Using the item under study parameters as inputs to the model simulates performance in an operational environment, the Contractor shall compare the mission ability baseline, designed-in, and item under study capability performance models against each other and the KPPs to understand the ramifications of the item under study to the capabilities and mission function requirements. The Contractor shall add developed, modified, and validated models and industry studies, with their associated data, to the data store and notify the Government of their existence, modification, and/or validation (CDRL A020). (IPS 2.2)

The Contractor shall support threat assessments, analysis of operational needs against current and future threats, engineering investigations, and analysis related to interoperability and capability, and assessment and evaluation of target set characteristics, vulnerabilities, and employment. The Contractor shall help ensure the technical performance adequacy of the detailed design by assessing the following: 1) Electrical design (including schematic diagrams); 2) Mechanical design; 3) Electromagnetic compatibility; 4) Power generation and grounding; 5) Electrical and mechanical interface compatibility; 6) System Safety Engineering; 7) Human Engineering; and 8) Software Operation and Maintenance. The Contractor shall validate the design using, when applicable, interface control drawings, mock-ups, breadboards, prototype hardware, design analysis, and test data. (IPS 2.1, 2.2, 2.7, 2.8, 2.14, 12.2)

The Contractor shall analyze design data to determine defects detracting from system, subsystem, equipment or component's capability to perform to its intended operational requirements and to satisfy all specification requirements. The Contractor shall review requested production engineering changes, waivers, deviations, and alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life-cycle cost. (IPS 1.9, 1.12, 1.13, 2.2, 2.4, 3.5, 3.8, 7.1, 7.2, 7.8, 8.2)

The Contractor shall review platform interface documentation and drawings such as Interface Control Drawings (ICDs), Interface Requirements Specification (IRs), and APLs for accuracy and data to support analysis. The Contractor shall review, analyze, and make recommendations for Programmatic and Technical data including Open Systems Architecture (OSA), system functionality allocation, capability and requirement documents, System Engineering Plan (SEP), Technical evaluation and test planning Master Plan (TEMP), Operational Requirements Document (ORD), Circular of Requirements (COR), technical documentation, and general specifications. The Contractor shall support evaluation of COTS hardware and software selection methodology and criteria to ensure program goals attainment. (IPS 7.1-7.8)

The Contractor shall provide systems/software engineering support, in performing software engineering analysis. The Contractor shall monitor software development progress, growth, and stability. The Contractor shall provide Software Support Activity (SSA) system software evaluation; and software configuration management, optimization, maintenance, and planning assessments.

At the closing of Technical Performance activities, the Contractor shall work to improve execution efficiency for future Technical Performance activities as part of their continuous improvement process. The Contractor shall collect and document execution issues discovered during each Technical Performance Sprint, document them in the Data Store, and notify the Government (CDRL A021).

The Contractor shall develop a technical report for each Technical Performance Sprint including problem, purpose, data quality/quantity, conditions, and chosen scoring methodology; models, simulations, and trade studies analyses and assessments findings; and resulting deficiencies, risks, and recommendations with justifications provided to the Government (CDRL A022). Upon completing the report peer review and Government acceptance, the Contractor shall add the report to the Data Store and provide notification to the Design Effectiveness, Affordable System Operational Effectiveness, and Life Cycle Cost/Total Ownership Cost analysis teams for further analysis.

3.1.2 Supportability: The Contractor Technical Performance Sprint team upon receiving direction from the Contractor Scrum Master/PM, shall capture and communicate the proposed supportability analysis. The Contractor shall demonstrate the ability 1) of a system to perform as designed in an operational environment, 2) the ability of a system to be repaired and restored to service, and 3) operational suitability features.

The Contractor shall capture and manage reliability, maintainability, and support features to evaluate and communicate supportability. The Contractor shall interconnect this data within the Data Store for the specific assigned Sprint for record purposes and notify the Government (CDRL A017). The Contractor shall provide an initial data completeness and accuracy analysis for use in the assigned Supportability analysis, and the evaluated risk impact to the analysis outcome and add it to the Data Store for required actions

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 23 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(CDRL A018).

The Contractor shall conduct technical assessments of the LPD process and data for systems, subsystems, equipment, and components to ensure completeness, accuracy, and conformance to requirements. The Contractor shall document the assessment with supporting information and justification including results of technical analysis in total system logistics support, physical configuration, transportability, accessibility, maintainability, Build-in Test/Built-in Test Equipment (BIT/BITE), interchangeability, criticality, standardization human factors, component reliability, and the incorporation of changes defined by logistics considerations for incorporation into the Sprint Technical Report (CDRL A022). (IPS 2.2, 2.4, 2.8, 5.11)

The Contractor shall assess installation and checkout processes of deployed EW systems; training; and logistics support. The Contractor shall provide engineering analysis necessary to maintain and support deployed, EW systems. The Contractor shall perform Root Cause Analysis (RCA) of performance, reliability, maintainability, availability, and life cycle cost deficiencies and provide recommendations for enhancements through engineering change proposal processes as part of the Sprint Technical Report (CDRL A022). (IPS 2.4, 2.6, 2.7, 3.2, 3.4)

The Contractor shall review and analyze maintenance concepts, supporting core capability management for all levels of maintenance including maintenance automation and innovation; perform design analysis and test evaluations to minimize maintenance support; define tasks to be performed at all levels of maintenance; evaluate technical documentation such as repair standards, drawings, specifications, test plans and procedures, and allowance parts lists; compare or review maintenance facility design criteria; review personnel training criteria, provisioning of parts, part replacement factors and source maintenance and recoverability coding, production engineering changes for impact on maintenance support, installation design and physical layout for reliability and ease of maintenance, and review installation standards and practices. The Contractor shall review maintenance concepts and criteria against GEIA-STD-0007-B, GEIA-HB-0007-1 and TA-HB-0007-1 standards and provide recommendations for improvement to the Government with justification for assumptions used in the Sprint Technical Report (CDRL A022). (IPS 2.2, 3.11, 5.1, 5.2, 5.6, 5.7, 5.11, 5.13, 8.4)

3.1.2.1 Technical Documentation: The Contractor shall review technical manuals, operations and maintenance procedures, and associated elements against GEIA-STD-0007-B standards and GFI for compatibility with LPD data. The Contractor shall review the LCM documentation (i.e., Project Management, plans, specifications, functional descriptions, implementation plans, test analysis reports, etc.). (IPS 3.9)

3.1.2.2 Support Equipment: The Contractor shall review, analyze, and recommend requirements for test and support equipment. The reviews and analyses shall include reviews of the Logistics Product Data to ensure all requirements for support and test equipment have been minimized (variety and quantity), that considerations for general or special purpose support equipment have been fully supported, that the selection process is based on cost effectiveness, and that reliability and maintainability features of the support equipment are compatible with the prime system, subsystem, equipment or component. (IPS 8.2, 8.3, 8.4, 8.13)

3.1.2.3 Supply Support: The Contractor shall analyze supply support for the operational EW system to include, maintenance, restoration and repair functions, including tracking material requirements, identifying obsolescence issues, monitoring parts scheduling, receipt, storage, inventory management, timely scheduling of parts distribution, Total Asset Visibility, Readiness Based Sparing, support equipment replenishment provisioning, and Supply Chain Assurance for the appropriate EW System. The Contractor shall conduct market research analysis for obsolete and replacement parts to determine compatibility of form, fit, function, and performance. (IPS 4.3, 4.6, 4.9, 4.11, 4.17, 4.21)

At the closing of Supportability activities, the Contractor shall work to improve execution efficiency for future Supportability activities as part of their continuous improvement process. The Contractor shall collect and document execution issues discovered during each Supportability performance Sprint, document them in the Data Store, and notify the Government (CDRL A021).

The Contractor shall develop a technical report for each Supportability Sprint including problem, purpose, data quality/quantity, conditions, and chosen scoring methodology; models, simulations, and trade studies analyses and assessments findings; and resulting deficiencies, risks, and recommendations with justifications provided to the Government (CDRL A022). Upon completing the report peer review and Government acceptance, the Contractor shall add the report to the Data Store and provide notification to the Design Effectiveness, Affordable System Operational Effectiveness, and Life Cycle Cost/Total Ownership Cost analysis teams for further analysis.

3.1.3 Design Effectiveness: The Contractor Design Effectiveness Sprint team upon receiving direction from the Contractor Scrum Master/PM, shall capture and communicate the integration of Technical Performance and Supportability defined in explicit, quantitative, and testable terms. The Contractor shall demonstrate the approach to define, test, and assess system aspects designed-in synergistically and with full knowledge of the expected missions in the context of the proposed operational, maintenance, and support concepts. The Contractor shall integrate Technical Performance and Supportability to evaluate and communicate Design Effectiveness. The Contractor shall interconnect this data within the Data Store for the specific assigned Sprint for record purposes and notify the Government (CDRL A017).

The Contractor shall provide an initial data completeness and accuracy analysis for use in the assigned Design Effectiveness analysis, and the evaluated risk impact to the analysis outcome and add it to the Data Store for required actions (CDRL A018). The Contractor

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 24 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

shall use the data to analyze system, subsystem, equipment, and components compatibility and system deficiencies; to assess predicted vs actual Performance (Technical and Supportability), safety, operability, reliability, and maintainability; analyze Engineering Change Proposals (ECPs); perform ROI Cost Modeling, program decision Trade-Offs; and provide Performance (Technical and Supportability) assessments (CDRL A022). The Contractor shall conduct design effectiveness engineering and technical analysis of the development, integration, test, evaluation, and engineering related logistics conducted during procurement planning, prototyping, and development of maintenance capability and related services for EW systems, subsystems, equipment and components (CDRL A022). These tasks include: recommending hardware and software enhancements to mitigate documented system integration process technical risks. (IPS 1.1, 1.9, 2.1, 2.2, 2.12, 5.1, 5.6, 5.7, 5.11, 5.13, 8.4)

The Technical and Supportability Approach outlines the joint technical and Supportability integrated solution and the identified critical issues. The Contractor shall identify tools and models, evaluation methods, and data sources to be used during the trade study. The Contractor shall communicate the Evaluation Factors by stating the applied evaluation method that will include the Measures of Effectiveness MOE related to the mission functions and the Technical Performance Measures (TPMs) derived from the technical performance and Supportability analysis outputs. The Contractor shall set the specific scoring method, priorities and associated weights, method for integrating cost and risk into the scoring method, and finally the rationale for using a specific scoring method (CDRL A022). To further the user's understanding of the technical report, the Contractor shall state the Conditions that include mission scenarios, environmental conditions, operating states, and other conditions specifically related to each unique trade study (CDRL A022). The Contractor shall communicate Alternatives identified from the technical performance and Supportability Sprints and those discovered during Design Effectiveness Analysis (CDRL A022).

By clearly capturing and communicating the guiding foundation of the trade study, the Contractor's approach to Calculations and Scores addresses individual MOEs and TPMs for each factor and combines the scores to define explicit and quantitative results of the integrated technical performance and Supportability. As part of the trade analysis, the Contractor shall perform a Sensitivity Analysis that varies the weight under other mission conditions to provide the stakeholders further options for enhancing understanding during their final decision process. The Contractor's Selection and Rationale shall clearly communicate the quantitative recommendation for the study (CDRL A022). The Contractor's rationale shall include analysis for the solutions that integrate and update the cost, schedule, and risk inputs for the two activities, Technical Performance and Supportability (CDRL A022). The final Conclusions and Recommendations shall include recommendations from the Contractor's SMEs beyond the quantitative analysis as additional considerations (CDRL A022).

At the closing of Design Effectiveness activities, the Contractor shall work to improve execution efficiency for future Design Effectiveness activities as part of their continuous improvement process. The Contractor shall collect and document execution issues discovered during each Design Effectiveness Sprint, document them in the Data Store, and notify the Government (CDRL A021).

The Contractor shall develop a technical report for each Design Effectiveness Sprint including problem, purpose, data quality/quantity, conditions, and chosen scoring methodology; models, simulations, and trade studies analyses and assessments findings; and resulting deficiencies, risks, and recommendations with justifications provided to the Government (CDRL A022). Upon completing the report peer review and Government acceptance, the Contractor shall add the report to the Data Store and provide notification to the Mission Effectiveness, Affordable System Operational Effectiveness, and Life Cycle Cost/Total Ownership Cost analysis teams for further analysis.

3.1.4 Process Efficiency: The Contractor Process Efficiency Sprint team upon receiving direction from the Contractor Scrum Master/PM, shall capture and communicate how to produce, operate, service, and maintain the system. The Contractor shall demonstrate how the logistics processes, infrastructure, and footprint have been balanced to provide an agile, deployable, and operationally effective system. The Contractor shall capture Production, Maintenance, Logistics, and Operations in order to evaluate and communicate Process Efficiency to stakeholders. The Contractor shall ensure lessons learned to improve performance, reliability, maintainability, availability, and life cycle costs are incorporated into proposed system enhancements through engineering change proposal processes. The Contractor shall interconnect this data within the Data Store for the specific assigned Sprint for record purposes and notify the Government (CDRL A017). The Contractor shall provide an initial data completeness and accuracy analysis for use in the assigned Process Efficiency analysis, and the evaluated risk impact to the analysis outcome and add it to the Data Store for required actions (CDRL A018). (IPS 1.1, 1.9, 1.12, 2.2, 2.4, 2.6)

3.1.4.1 Integrated Logistics Support (ILS): Based on LPD data, The Contractor shall analyze program support requirements for ILS planning and implementation and make recommendations along with the supporting rationale. The Contractor will review and analyze manufacturing technologies and processes and provide a report to the Government on their application to Government system, subsystem, equipment, and component acquisitions. If the technologies and/or processes involve propriety information, the Contractor shall enter into a non-disclosure agreement with the manufacturer, if possible. The Contractor will provide any assumptions made or rationale used in completing the analysis that concern data rights or propriety information impacts on system production, maintenance, logistics or operations. The Contractor shall review manufacturing procedures and processes. The Contractor shall assess the feasibility for strategic alliances to support the EW system. (IPS 1.2, 1.12, 2.5, 7.9, 7.11)

3.1.4.2 Training: The Contractor shall analyze training plans based on LPD data. (IPS 9.3, 9.6)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 25 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

3.1.4.3 Packaging, Handling, Storage, and Transportation: The Contractor shall perform reviews, analyses, and evaluations for packaging, handling, storage, and transportation of systems and components. The Contractor shall conduct analyses in the areas of ground handling equipment, storage considerations, and transportability issues. (IPS 6.2, 6.5-6.6, 8.5)

3.1.4.4 Manpower and Personnel: The Contractor shall analyze manpower and personnel requirements resulting from LPD data. The Contractor shall identify any necessary personnel quantity and skill levels required for the recommended solution(s) compatible with the complexity of operational and maintenance tasks. (IPS 10.4)

3.1.4.5 Facilities: As specified by LPD data, the Contractor shall assess facilities requirements for system, subsystem, equipment, or component operation and maintenance. This assessment requires consideration of space, volume, capital equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements. (IPS 11.1)

At the closing of Process Efficiency activities, the Contractor shall work to improve execution efficiency for future Process Efficiency activities as part of their continuous improvement process. The Contractor shall collect and document execution issues discovered during each Process Efficiency Sprint, document them in the Data Store, and notify the Government (CDRL A021).

The Contractor shall develop a technical report for each Process Efficiency Sprint including problem, purpose, data quality/quantity, conditions, and chosen scoring methodology; models, simulations, and trade studies analyses and assessments findings; and resulting deficiencies, risks, and recommendations with justifications provided to the Government (CDRL A022). Upon completing the report peer review and Government acceptance, the Contractor shall add the report to the Data Store and provide notification to the Mission Effectiveness, Affordable System Operational Effectiveness, and Life Cycle Cost/Total Ownership Cost analysis teams for further analysis.

3.1.5 Mission Effectiveness. The Contractor Mission Effectiveness Sprint team upon receiving direction from the Contractor Scrum Master/PM, shall capture and communicate the Warfighter's ability to accomplish the mission. The Contractor will demonstrate the balance achieved between the design and process efficiencies used to operate and support the system. The Contractor shall integrate Design Effectiveness and Process Efficiency to evaluate and communicate Mission Effectiveness. The Contractor shall interconnect this data within the Data Store for the specific assigned Sprint for record purposes and notify the Government (CDRL A017). The Contractor shall provide an initial data completeness and accuracy analysis for use in the assigned Mission Effectiveness analysis, and the evaluated risk impact to the analysis outcome and add it to the Data Store for required actions (CDRL A018).

The Contractor shall use tradeoff studies involving Design Effectiveness and Process Efficiency analyses and human factors to balance mission execution, performance, and supportability concepts to maximize MEWS weapon systems operational effectiveness.

The Contractor shall deliver Mission Effectiveness that maximizes MEWS operational weapon systems, requiring inclusion of the Warfighter who is an integral part of the MEWS weapon system, and the interactions with other combat systems that are critical for a comprehensive Mission Effectiveness analysis. The Contractor shall build into their process a thorough review of the captured Warfighter's ability to repair and maintain a tactical operating weapon system. The Contractor shall investigate how proposed changes affect the Warfighter's ability to maintain a high Ao that includes Warfighter responsibilities external to the requirements to support the proposed improvements.

The Contractor's analysis shall re-examine the captured human-in-the-loop to assess the Warfighter's ability to execute the weapon system functionality. This investigation examines periphery Warfighters interactions and combat weapon systems that rely on the complete integrated MEWS weapon system for the mission ability to execute. During this analysis, the Contractor shall study the chains from detection to deployment of countermeasures and/or kinetic or soft kills. With the foundation of setting Mission Effectiveness evaluation factors, along with preparation of the Design Effectiveness and Process Efficiency data packages and study of actual Warfighter interactions with maintenance and weapon system operations, the Contractor's process shall move to performing the Mission Effectiveness analysis that communicates Warfighter ability to accomplish the mission.

The Contractor shall quantitatively demonstrate the balance of design and process efficiencies that then clearly communicate the Warfighter ability to accomplish the mission. The Contractor shall start by clearly communicating the Study Objective that outlines the topic under study; clearly mapped to a specific mission operation (CDRL A022). The Contractor shall provide an overview of the Mission Effectiveness constraints, types of decision tools, and measures of merit that are explained in detail in the subsequent sections (CDRL A022). The Effectiveness Approach captures the key decision factors from the Design Effectiveness that impact the analysis. This will be subject to change for a specific Mission Effectiveness activity; however, the key decision factors are aligned with the evaluation factors, including technical performance impacts tied to mission function and Supportability of the improvement regarding impact to Ao. In this section, The Contractor shall comprehensibly communicate Process Efficiency key performance parameters aligned with evaluation factors that affect implementation of production, training, and logistics support tied to a specific logistic mission capabilities (CDRL A022). The Contractor shall communicate findings on Warfighter ability to accomplish the mission by separating weapon system mission maintenance and weapon system mission operation (CDRL A022). The Contractor shall report the mission maintenance finding of the proposed solution effects on Warfighter ability to keep the system operational and

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 26 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

correctly capture failure data to improve the overall mission Supportability concepts (CDRL A022). This captures and communicates operation performance and operation logistics that will impact the ability of the weapon system to effectively accomplish mission functions.

The Contractor shall communicate the Evaluation Factors that have been set during the initial Mission Effectiveness process with NSWC Crane's stakeholder (CDRL A022). This includes the evaluation method applied to determine the measure of effectiveness based on the mission abilities for the weapons system key operational parameters of Technical Performance, Supportability, Producibility, Training, Logistics Supply, and the Warfighters ability to execute.

The Contractor shall define the specific scoring method, priorities, and the associated weights, integrate cost and risk into the scoring method, and finally define the rationale for using the chosen scoring method (CDRL A022). To further user understanding of the analysis, the Contractor shall state the Conditions that include mission scenarios, training facility capabilities, supply chain constraints, maintenance and repair, current shipboard processes, combat weapon systems, and other conditions specifically related to each unique trade study (CDRL A022). The Contractor shall communicate alternatives the Mission Effectiveness team discovers during this analysis as additional factors or mission alternatives (CDRL A022).

Using the evaluation factors, the Contractor shall perform calculations and scores to qualitatively assess MOEs, which, for a legacy improvement, can be a modification to the current implementation or to the original mission requirements. A new acquisition can compare multiple OEM solutions to the desire mission requirements. The Contractor's Mission Effectiveness analysis takes the next step and performs a Sensitivity Analysis that vary the weights and conditions of the MOEs under other mission operational conditions to provide the stakeholders further insight into MOE impact on Warfighter ability to achieve mission objectives. The Contractor's Selection and Rationale clearly communicates the qualitative recommendation for the study. The rationale includes the projected cost and schedule analysis for the integrated solution with updates to cost, schedule, and risk inputs from Design Effectiveness and Process Efficiency. Cost and schedule shall include development, production, maintenance, training, supply, system validation, and ship installations. The final conclusions and recommendations summarize the Mission Effectiveness qualitative analysis. The Contractor shall provide stakeholders a recommendation and considerations regarding Mission Effectiveness of a new acquisition, legacy system, or legacy enhancement prior to NSWC Crane committing to any new solution. (CDRL A022)

At the closing of Mission Effectiveness activities, the Contractor shall work to improve execution efficiency for future Mission Effectiveness activities as part of their continuous improvement process. The Contractor shall collect and document execution issues discovered during each Mission Effectiveness Sprint, document them in the Data Store, and notify the Government (CDRL A021).

The Contractor shall develop a technical report for each Mission Effectiveness Sprint including problem, purpose, data quality/quantity, conditions, and chosen scoring methodology; models, simulations, and trade studies analyses and assessments findings; and resulting deficiencies, risks, and recommendations with justifications provided to the Government (CDRL A022). Upon completing the report peer review and Government acceptance, the Contractor shall add the report to the Data Store and provide notification to the Affordable System Operational Effectiveness, and Life Cycle Cost/Total Ownership Cost analysis teams for further analysis.

3.1.6 Affordable System Operational Effectiveness. The culmination of the Contractor processes leads to the final ASOE analysis. The Contractor Affordable System Operational Effectiveness Sprint team upon receiving direction from the Contractor Scrum Master/PM, shall capture and communicate the return on investment (ROI) of 'up-front' expenditures by designing for the optimal balance between performance (technical and supportability), life cycle costs, schedule, and process efficiency. The ASOE analysis process starts with review of the topic of study and work with the stakeholder to set the evaluation factors, Government Program Office guidance, and weights to be used as a fair and impartial assessment in the final analysis. The Contractor shall demonstrate how to relate these interrelated elements into an integrated shared vision across the wide range of stakeholders. The Contractor shall integrate Mission Effectiveness and Cost in order to evaluate and communicate Affordable System Operational Effectiveness. The Contractor shall interconnect this data within the Data Store for the specific assigned Sprint for record purposes and notify the Government (CDRL A017). The Contractor shall provide an initial data completeness and accuracy analysis for use in the assigned Affordable System Operational Effectiveness analysis, and the evaluated risk impact to the analysis outcome and add it to the Data Store for required actions (CDRL A018). (IPS 1.1 1.9, 2.12)

The Contractor shall perform, review and/or analyze feasibility, rough order of magnitude, and concept studies. The Contractor shall research, identify, and integrate costs related to the recommendations from the other Sprint Analysis teams. The Contractor shall analyze and capture any resulting changes to the Cost Assessment and Program Evaluation (CAPE) life cycle cost/total ownership cost data. The Contractor shall identify any deficiencies and/or related risks, and develop recommendations for preferred modifications and/or solutions to provide resolution of emergent technical and programmatic issues and improve/regain desired System Operational Effectiveness within an affordable cost. (IPS 1.7)

The Contractor's Sprint team shall examine the Mission Effectiveness data package and use CAPE guidance for their assessment. CAPE, per the DoD Operating and Support Estimating Guide (March 2014), identifies and analyzes the resulting cost impacts through trade-off modeling studies to derive the best ASOE recommendation, which the Contractor shall provide to the Government with rationale (CDRL A023). CAPE defines the life-cycle cost as the sum of four major cost categories: (1) Research and

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 27 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

Development (R&D), (2) investment, consisting of procurement, military construction, and acquisition-related O&M associated with production and deployment activities, (3) O&S; and (4) disposal. The Contractor's cost analysis will use CAPE guidance resulting in a comprehensive ROI or business case analysis for total life-cycle cost. The Contractor's analysis will include the contributions from Technical Performance, Supportability, and Process Efficiency used in unison for evaluation against existing CAPE data.

As part of the cost assessment, the Contractor shall document included and excluded costs, including the existing system life-cycle cost/total ownership cost from the CAPE evaluations (CDRL A023). For example, a given system often has complex interfaces with other systems that are outside the scope of the system being estimated. The Contractor shall define and include the scope of those interfaces and make sure guidance and assumptions in the analysis Sprint are consistent with the Government Program Office's previous cost estimates (CDRL A023). If the Government position changes, the Contractor shall state the changes in the model for Government approval (CDRL A023). The Contractor shall employ five techniques as a Basis of Estimate (BOE) in their cost justification and determine the BOE method to use based on the quality of the Mission Effectiveness data.

- Parametric. The parametric technique uses regression or other statistical methods to develop Cost-Estimating Relationships (CERs), which are equations or algorithms used to estimate a given cost element using an established relationship with one or more independent variables. The Contractor uses CERs that are current, applicable to the system or subsystem in question, and appropriate for the range of data being considered.
- Analogy. An analogy is a technique used to estimate a cost based on historical data for an analogous system(s). With this technique, the Contractor uses a currently fielded system, similar in design and operation to the proposed system, as a basis for the analogy. They then estimate the cost of the proposed system by adjusting the historical cost of the current system to account for differences between the proposed and current systems.
- Engineering Estimate. This technique uses estimates of labor and material costs for maintenance and other support functions. The Contractor normally breaks down the system being estimated into lower-level subsystems and components, each of which they will estimate separately.
- Extrapolation of Actual Costs. With this technique, the Contractor will use actual cost experience or trends (from prototypes, engineering development models, and/or early production items) to project future costs for the same system.
- Cost Factors. Cost factors are applicable to certain cost elements not related to weapon system characteristics. Often, cost factors are simple per-capita factors that are applied to direct (i.e., unit-level) manpower to estimate indirect cost elements such as base operations, military medical care, or general training and education not associated with a specific weapon system.

The Contractor shall perform a trade analysis of the existing CAPE with their new cost analyses following the CAPE guidelines. The Contractor shall start by communicating the Study purpose that outlines a specific mission operation and the cost analysis that they intend to perform. The Contractor shall provide an explanation of constraints, existing CAPE, business case analysis tools, and the measures of merit used in this analysis (CDRL A023). The Contractor will align the Mission Effectiveness factors to the ASOE decision factors developed with the stakeholder. With these factors the Contractor shall consider the total cost and include R&D, Procurement, O&M, O&S, and disposal. The Contractor shall include findings from the Mission Effectiveness analysis on the Warfighter's effectiveness with the current and proposed improvements. The Contractor shall document the cost ramifications that reflect the actual Warfighter's ability to achieve a specific mission (CDRL A023).

At the closing of Affordable System Operational Effectiveness activities, the Contractor shall work to improve execution efficiency for future Affordable System Operational Effectiveness activities as part of their continuous improvement process. The Contractor shall collect and document execution issues discovered during each Affordable System Operational Effectiveness Sprint, document them in the Data Store, and notify the Government (CDRL A021).

At the end of each ASOE Sprint the Contractor shall develop an ASOE solution recommendation technical report including problem, purpose, data quality/quantity, conditions, and chosen scoring methodology; models, simulations, and trade studies analyses and assessments findings; and resulting deficiencies, risks, and preferred recommendations with justifications provided to the Government (CDRL A023). Upon completing the final report peer review and Government acceptance, the Contractor shall store the final report as an accessible document, notifying the System Stakeholders for their review.

If because of identified data completeness and/or accuracy deficiencies the Government tasks the Contractor to provide a corrected document with complete and accurate content, the Contractor shall perform the required research and compilation of complete and accurate data. The Contractor shall provide the recommended updated documents to the Government for approval in the appropriate format, and place in the Data Store once approved, such as:

- a. Systems Engineering Plan (CDRL A024),
- b. Product Drawings/Models and Associated Lists (CDRL A020),
- c. Test and Evaluation Master Plan (CDRL A025),
- d. Life-Cycle Sustainment Plan (LCSP) (CDRL A026),
- e. Engineering Change Proposals (CDRL A027),
- f. Technical Data Packages (CDRL A028),

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 28 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

- g. Maintenance Support Plans (CDRL A029),
- h. and Performance Analysis Reports (CDRL A030).

3.2 MEWS D Program Management. The Contractor shall provide a standard set of measures to estimate and assess the affordable system operational effectiveness. The Contractor shall track the cost, schedule, and quality of the deliverables that are collected into an innovative reporting structure used to determine program status and execution progress (CDRL A002). (IPS 1.1, 1.3, 1.10)

The Contractor shall provide program management support for the tasks associated and identified within this document. Program management support includes, but is not limited to, planning, scheduling, performance analysis, quality assurance and quality control, and reporting of program status against scheduled milestones, activities, and deliverables including the following tasks. (IPS 1.6, 1.9, 1.10, 1.13, 3.1, 9.3, 9.6)

- a. Contractor shall provide a Funds and Man-Hours Expenditure Report: Task Order Funding report after the first full accounting period following the Authorization to Proceed, and upload within the first ten business days of the month thereafter. (CDRL A001)
- b. Contractor shall provide a Monthly Progress and Status Report by the 15th of each month after the first full accounting period following the Authorization to Proceed, and upload within the first ten business days of the month thereafter. (CDRL A002)
- c. Contractor shall hold MEWS D quarterly review meetings and other meetings as required. The Contractor shall provide agendas, meeting minutes with action item lists, and final presentation materials for meetings and quarterly reviews within 14 calendar days after the meeting is complete (CDRL 003)
- d. Contractor shall provide a Trip/Travel report within 7 calendar days of trip completion (CDRL 004)
- e. Contractor shall provide a Contractor Roster Report within 7 calendar days following any change in human resources allocation (CDRL 005)
- f. Contractor shall provide a Semi-annual Metrics Performance Report (SMPR), providing a summary of performance against each Subfactor and its associated PBMs within 21 calendar days following the end of the 6 month evaluation period (CDRL A006)
- g. Contractor shall maintain systems Sponsors lifecycle budgets in the Data Store (CDRL 007)
- h. Contractor shall maintain data in the Data Store for Fleet systems configurations, installation schedules, maintenance schedules, Block/Version upgrades schedules, supply chain status, training pipeline, and lifecycle costs contained in Logistics Trade Studies that compare system improvement recommendations to program estimates and budgets (CDRL 008)
- i. Contractor shall provide eCRAFT data to the Government covering each invoice period. (CDRL A033)

3.3 eCRAFT

The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the Contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAP T) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditures for labor, materials, travel, subContractor usage, and other contract charges.

(1) Access:

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

(2) Submission and Acceptance/Rejection:

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

3.4 Cyber Security Requirements

Contractor shall ensure all Information Security users are appropriately trained in accordance with SECNAVINST 5239.20A, Department of the Navy Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification, 10 February 2016, SECNAVINST 5239.3C, Department of the Navy Cybersecurity Policy, 02 May 2016, and DoD Instruction 8510.01,

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 29 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014, to fulfill cybersecurity responsibilities before allowing contractors access to systems or networks.

Contractor shall meet appointment, qualification, and investigation requirements regarding cyber information technology and cybersecurity functions and report contractor personnel's cybersecurity qualification status per Cybersecurity Data Element Standard in the OPM "Guide to Data Standards", 9 July 2013. Unless expressly provided herein, all responsibility for training that is required for the contractor to maintain a specific expertise, commercial certification, or Continuous Learning is the sole responsibility of the contractor.

Contractor shall comply with all certification and training requirements of assigned Cyber IT/CSWF positions in accordance with DoDI 8140.01 Cyber Workforce Management, 11 August 2015 and SECNAV M-5239.2 Department of Navy Cybersecurity Workforce Management and Qualification Manual June 2016.

3.4.1 System Security Program

Upon receipt of applicable guidance from the contracting agency and using MIL-HDBK-1785 (DOD SYSTEM SECURITY ENGINEERING PROGRAM MANAGEMENT REQUIREMENTS) and DoDD 5220.22-M, "National Industrial Security Program Operating Manual", (NISPO) the Contractor shall establish a system security-engineering program that identifies, evaluates, and proposes solutions for eliminating or mitigating system vulnerabilities to known or postulated threats.

For Phase II and forward, the Contractor shall develop, execute, and maintain a comprehensive Security Management Plan (SMP), as a part of the Program Management Plan (PMP) per the CDRL Item, using DoD 5220.22M as guidance and subject to Government approval, consistent with the security classification guide, DD 254, and all appropriate security instructions.

The Contractor shall adhere to Government and program regulations, policies and procedures controlling the access of program facilities, information and systems by visitors. All Contractor personnel requiring access to the Government workspaces (GFF) will complete a National Agency Check (NAC). If an emergency situation exists, and the Contractor requires access to the Government workspace in advance of completing the NAC, the Contractor employee may begin work with a waiver from the Contracting Officer Representative (COR). Completion of submission requirement for the NAC is required prior to waiver approval.

The Contractor shall develop and implement an internal Operational Security (OPSEC) plan to reduce security risks on the program. Contractor personnel should be aware at all times of any unusual persons or packages in their work area and immediately report those to the building security staff. If Contractor personnel become aware of any person seeking unauthorized access to information or program materials, they should immediately report this to the COR.

3.5 Website Security

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

3.6 Contractor's Internal Network and Data Security

The Contractor shall ensure that its internal networks and data have sufficient protection to prevent intrusion from sources outside its facilities. Because project data and information associated with design and interfaces directly affects the Government, and because this data will be stored on Contractor networks as part of program execution, it is imperative that the Contractor take all necessary actions to safeguard the data, information systems and networks that contain, transport, process or store program data.

IA Certification & Accreditation (C&A) requirements apply to all DoD and Contractor's Information Systems (IS)/networks that receive, process, display, store, or transmit DoD information. Contractor IS/networks that are involved in the development or operation of systems shall be configured and operated in accordance with controlling laws, regulations, and DoD policy.

3.7 General Security Requirements

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government systems and data, to ensure the confidentiality, integrity, availability, authentication, and non-repudiation of Government data. As a minimum, this shall include provisions for personnel security, electronic security and physical security.

3.8 Contractor Information Assurance (IA) Training and Certification

The Contractor shall ensure that personnel who are categorized as working within the DoD IA workforce meet the appropriate requirements of DoD 8570.01-M.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 30 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

3.9 Password Management

"Administrative" accounts, for use by the system administrator for System software upgrades and maintenance, shall be password protected. Administrative passwords shall be a minimum length of 15 characters and consists of a mix of upper case letters, lower case letters, numbers, and special characters, including at least one of each.

The Contractor shall ensure that all factory-set or default firmware passwords are changed before delivery of the System. Each password shall be a minimum length of 15 characters and consists of a mix of upper case letters, lower case letters, numbers, and special characters, including at least one of each. Each password shall be protected such that they are not embedded in access scripts or stored on function keys.

3.10 Government Furnished Information

The Contractor shall submit a GFI Deficiency Report in accordance with the following guidelines:

- a. If GFI is not received within fourteen (14) days after the date it is scheduled to be delivered.
- b. Within twenty (20) calendar days after contractor receipt of the GFI and inspection for patent defects such as quantity, identification, description, and readability, or if it differs in some other significant respect from that expected to be delivered.
- c. Within fourteen (14) calendar days after contractor determination that GFI has latent defects such as technical, engineering, or design deficiencies that existed at the time of GFI delivery, but which were not discovered until actual attempted use of the GFI (CDRL A034).

4.0 GOVERNMENT-FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

The Government will provide applicable program technical documentation and information to the Contractor in their native format as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. Additional GFI will be provided at the discretion of the Government.

4.2 Government Furnished Material (GFM)

GFM will be provided when the Contractor has a requirement for special or specific Government material in the performance of specific tasking. GFM will be identified as required utilizing Scheduled Government Furnished Property (SGFP) Form.

4.3 Government Furnished Equipment (GFE)

Government Furnished Equipment (GFE) will be provided when the Contractor has a requirement for special or specific Government equipment in the performance of specific tasking. GFE will be identified as required utilizing Scheduled Government Furnished Property (SGFP) Form.

4.4 Government Furnished Facilities (GFF)

The Government will provide Contractor personnel with up to 10 NMCI owned/Government owned equipment (personal computer/printer with appropriate software (i.e., Microsoft Office)) and a work area (desk and use of telephone with long distance/voice mail capability) for those positions identified as being located at a Government location upon contract award and/or when directed by the RTA. This equipment/facilities shall only be utilized for official Government business.

4.5 Government Owned Vehicles

The Government may provide Contractor access and authorization to operate Government owned vehicles for the purpose of

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 31 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

transporting materials and documents to and from buildings within the NSW Crane confines. Government provided vehicles shall be used solely for the purposes as described in this PWS. All drivers must present proof of valid operator driver's license prior to operating a government vehicle. The Contractor shall operate motor vehicles IAW NSWCCRANEINST 11240.1 or most recent instruction. Contractor personnel operating Government vehicles, to include materials handling equipment, shall be licensed per provisions set forth in NSWCCRANEINST 11240.1 or most recent instruction, except when a valid state driver's license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to and including 10,000 pounds gross vehicle weight upon completion of NSWCCRANEINST 11240.1-required training courses or most current instruction. The Contractor shall ensure Contractor personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF 46) or valid state driver's license, as applicable, when operating vehicles and equipment. Employees possessing a valid Government license need not be re-licensed. The Contractor shall report any accidents involving motor vehicles or any other equipment IAW NSWCCRANEINST 11240.1 or most recent instruction.

4.6 Return of Government Furnished Items

All GFI, GFE, and GFM provided to or acquired by the Contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

5.0 Data Deliverables

All deliverables shall be completed and submitted in accordance with Contract Data Requirements Lists (CDRLs) and the requirements listed below. It is the Contractor's responsibility to use the most recent version of the DID; even if that is not the version listed below.

CDRL	DID NUMBER/TITLE
A001	DI-FNCL-80331A: Funds and Man Hours Expenditure Report Subtitle: TO Funding Notification Letter- eCRAFT
A002	DI-MGMT-80227: Contractor's Progress, Status and Management Report
A003	DI-ADMN-81505: Meeting Minutes including Agenda, Action Items List, and Presentation Materials
A004	DI-MISC-81943: Trip/Travel Report
A005	DI-MGMT-81596: Contractor Roster
A006	DI-MISC-80508B: Technical Report – Study/Service (Semi-annual Metrics Performance Report [SMPR])
A007	DI-MISC-80508B: Technical Report – Study/Service (Sponsor Lifecycle Budgets)
A008	DI-MISC-80508B: Technical Report – Study/Service (System Schedules)
A009	DI-MGMT-81644: Framework (MEWSD Store HW Architecture)
A010	DI-MGMT-80368: Status Report (Data Store Status)
A011	DI-EDRS-80410: Engineering Documentation Information
A012	DI-MGMT-80555: Program Progress Report
A013	DI-ATTS-80285: Engineering Support Data (Status/Trends Dashboards)
A014	DI-MISC-80508B: Technical Report – Study/Service (Action Items Priority List)
A015	DI-MISC-80508B: Technical Report – Study/Service (Scrum Sprint Assignments)
A016	DI-MISC-80508B: Technical Report – Study/Service (Sprint Assignment Details)
A017	DI-MISC-80508B: Technical Report – Study/Service (Sprint Data Store Data Interconnect)
A018	DI-MISC-80508B: Technical Report – Study/Service (Sprint Data Store Data Completeness and Accuracy)
A019	DI-MISC-80508B: Technical Report – Study/Service (Sprint Data Store Data KPPs)
A020	DI-SESS-81000: Product Drawings/Models and Associated Lists
A021	DI-MISC-80508B: Technical Report – Study/Service (Sprint Process Improvements)
A022	DI-MISC-80508B: Technical Report – Study/Service (Sprint Technical Report)
A023	DI-MISC-80508B: Technical Report – Study/Service (ASOE Solution Recommendation Technical Report)
A024	DI-SESS-81785A: Systems Engineering Management Plan
A025	DI-NDTI-81284: Test and Evaluation Program Plan
A026	DI-SESS-82178: Logistics Plan
A027	DI-SESS-80639: Engineering Change Proposal (ECP)
A028	DI-SESS-80776A NOT 1: Technical Data Package
A029	DI-ILSS-81225: Maintenance Support Plan
A030	DI-SESS-81938: Performance Analysis Report
A031	DI-MGMT-80666: Major Vehicle Accident Report
A032	Contractor Forma.; GFE/GFF Damage Report

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 32 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

A033	DI-MGMT-81991: eCRAFT
A034	DI-MGMT-80596: GFI Deficiency Report

6.0 SPECIAL CONDITIONS

6.1 SECURITY CLEARANCE REQUIREMENTS

Contractor performance on this TO will require Contractor employees to have access to classified information up to and including the SECRET level. The security classification for work prepared and delivered under this contract is subject to both classified and unclassified data. The documents and information that will be reviewed and produced are non-public and sensitive in nature and shall be protected from unauthorized disclosure. Work on this Contract requires that personnel may have access to Privacy Act information. Personnel shall adhere to the Privacy Act, 5 U.S.C. Section 552a and applicable agency rules and regulations.

The Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this Task Order, (2) assure compliance with all DoD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this PWS and all required instructions and directive in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

The Contractor shall conform to the provisions of DoD 5220.22-M, and shall provide for obtaining SECRET security clearances for Contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a "need-to-know" shall be given application for security clearances. Visit requests will be provided to the Naval Support Activity – Crane, Security Department on all employees requiring access to classified information.

6.2 TRAVEL

6.2.1 Travel Requirements

The Contractor may be required to travel throughout the continental United States (CONUS) and outside the continental United States (OCONUS). Trip durations will normally not exceed five (5) working days plus the required transit time.

6.2.2 Travel Authorization

All travel undertaken by the Contractor for performance of tasking must have prior authorization by the Contracting Officer (KO) or the COR.

6.2.3 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for Need-to-Know Certification and submit these requests to the Contracting Officer's Representative (COR) for appropriate action.

6.3 Contracting Officer's Representative (COR)

The COR is the point of contact for non-substantive communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this TO. The COR is identified in Section G.

6.4 Requiring Technical Activity (RTA)

The RTA contacts are Functional Managers, Task Managers, and project leads.

6.5 Funding

This task order will be funded incrementally as required. Each project will be identified by a separate CLIN/SCLIN.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 33 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

6.6 Safety and Health

The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, state, and local occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable. The Contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The Contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE) (i.e., Safety glasses, safety shoes, lifting back-braces, workman's gloves). The Contractor shall ensure employees have all required training and certification related to Occupational Safety and Health (OSHA) requirements.

6.7 Hazardous Materials

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

6.8 Control of Contractor Personnel

The Contractor shall comply with the requirements of NSWCCRANEINST 5510.1A. All persons engaged in work on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the NSA Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall conduct themselves consistently with the standards of conduct applicable to Department of Defense employees. Prior to conducting work under this contract, the Contractor shall provide a list of employees that will be working on-site (CDRL 005). The employee list shall contain full names, security clearance levels, labor categories, and work location. This list shall be updated within forty-eight (48) hours after changes occur.

6.9 Identification/Data Access Badges

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property or require access to data in .MIL data environments.

The identification badge shall be visible at all times while employees are on NSWC Crane property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the NSA Crane Security Department within forty-eight (48) hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer. The contractor shall adhere to all policies related to control of Government issued identification.

6.10 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the NSWC Crane Safety Department as prescribed by OPNAVINST 5102.1D (CDRL 0331).

6.11 Smoking Regulations

Smoking on NSA Crane premises shall be in approved areas only, in accordance with NSACRANEINST 5100.13. Smoking in vehicles is prohibited.

6.12 Release of Information

IAW DFARS 252.204-7000, all technical data provided to the Contractor shall be protected from disclosure outside the Contractor Team's organization. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the Contracting Officer (KO). Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection for such information so as to preclude access by any person or entity not authorized such access.

6.13 Privacy Act

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 34 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

6.14 Damage Reporting

The Contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1D (CDRL 032).

6.15 Non-Personal Service

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

6.16 Investigations

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

6.17 Government Observations

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

6.18 Work Area Cleanliness

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

6.19 Key Control

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

6.20 Hours of Operation

The normal duty hours for Contractor on-site personnel and the Contractor's liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal Government workday's, Monday through Friday. The Contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If Contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

6.20.1 Compressed Work Schedule

The Contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the requirements of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 35 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

the contractor will be notified by the COR of any permanent or temporary exceptions.

6.20.2 Flextime

The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions.

6.20.3 Closed Days

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

6.20.3.1 Inclement Weather

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

6.20.3.2 Holidays

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

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at each using activity.

6.21 Continuous Improvement

The Contractor shall support NSWC Crane Continuous Improvement program. The Contractor shall develop, review, analyze and document processes, associated metrics and provide recommendations to improve those processes as required to support the integrated workflow framework and methodology and to effect higher process efficiency. The Contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The Contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The Contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation. (IPS 1.15)

6.22 Information Non-Disclosure

Contractor personnel may be required, from time to time, to sign Non-Disclosure Agreements (NDA) as applicable to specific PWS tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 36 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

6.23 Licenses, Certifications, and Training

The Contractor is required to receive training and hold valid license or certification for the appropriate employees for any specialized operations as required in support of the tasking set forth in this PWS. Training may be Government sponsored and conducted on-center, or Contractor sponsored and conducted at vendor facilities.

6.24 Existing Conditions

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

6.25 Use of Government Vehicles/Material handling Equipment

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

6.26 Contractor Identification

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

7.0 PLACE OF PERFORMANCE

The Contractor shall provide personnel to perform tasking at NSWC Crane (Crane, IN) and at Contractor off-site facilities as required for data collection, cleansing, and storage; and specific Agile Analysis Sprints. It is understood that the mix of Crane and Contractor site will vary over the course of the TO as well as for specific Sprint activities.

7.1 Period of Performance

The initial award will result in a one 2-year basic Period of Performance (PoP) with three 1-year options.

8.0 PERFORMANCE STANDARDS

The PWS being utilized for this requirement is considered to be performance based. As required by FAR Subpart 37.601, the PWS describes the requirements in terms of results required rather than the methods of performance of the work, and uses measurable performance standards. The performance criteria, standards, and assessment methods anticipated for this effort are included in the Quality Assurance Surveillance Plan (QASP).

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

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

HQ C-1-0002 ITEM(S) - ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of AN/SLQ-32(V)6, AN/SLQ-32(V)7, AN/SLQ-59, AN/SLQ-62, and AOEW systems ; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 37 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

U.S. or at sea, provided the vessel does not enter port outside the U.S.

(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefore, as authorized by the Contracting Officer.

(d) When authorized under paragraph (c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office (CAO) cognizant of vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until the Contracting Officer has increased such amount in writing.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefore, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

HQ C-1-0008 ITEM(S) SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the PCO or COR identified in Section G.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 38 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 39 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

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

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

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

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

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 40 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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

(a) Definitions.

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

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

(b) Requirements.

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

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

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 41 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 42 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 PACKAGING OF DATA (JUL 2016)

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

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 43 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

INCORPORATED BY REFERENCE

52.246-3	INSPECTION OF SUPPLIES-COST REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES-COST REIMBURSEMENT	APR 1984

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

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

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

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

HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 44 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/10/2018 - 7/9/2023
7001AA	7/10/2018 - 7/9/2019
7001AB	8/6/2018 - 5/29/2019
7001AC	8/6/2018 - 7/10/2019
7001AD	8/6/2018 - 9/30/2019
7001AE	8/6/2018 - 7/1/2019
7001AF	9/11/2018 - 9/10/2019
7001AG	9/11/2018 - 9/10/2019
7001AH	9/11/2018 - 7/9/2020
7006	7/10/2018 - 7/9/2020
7007	7/10/2018 - 1/9/2019
7008	1/10/2019 - 7/9/2019
7009	7/10/2019 - 1/9/2020
7010	1/10/2020 - 7/9/2020
7400	7/10/2018 - 7/9/2023
9000	7/10/2018 - 7/9/2023
9001AA	8/6/2018 - 7/10/2019
9001AB	8/6/2018 - 7/1/2019
9006	7/10/2018 - 7/9/2020
9100	7/10/2018 - 7/9/2023
9101AA	8/6/2018 - 5/29/2019
9106	7/10/2018 - 7/9/2020

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B Destination	Nov 1991

CLIN - DELIVERIES OR PERFORMANCE

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

7000	7/10/2018 - 7/9/2023
7001AA	7/10/2018 - 7/9/2019
7001AB	8/6/2018 - 5/29/2019
7001AC	8/6/2018 - 7/10/2019
7001AD	8/6/2018 - 9/30/2019
7001AE	8/6/2018 - 7/1/2019

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 45 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

7001AF	9/11/2018 - 9/10/2019
7001AG	9/11/2018 - 9/10/2019
7001AH	9/11/2018 - 7/9/2020
7006	7/10/2018 - 7/9/2020
7007	7/10/2018 - 1/9/2019
7008	1/10/2019 - 7/9/2019
7009	7/10/2019 - 1/9/2020
7010	1/10/2020 - 7/9/2020
7400	7/10/2018 - 7/9/2023
9000	7/10/2018 - 7/9/2023
9001AA	8/6/2018 - 7/10/2019
9001AB	8/6/2018 - 7/1/2019
9006	7/10/2018 - 7/9/2020
9100	7/10/2018 - 7/9/2023
9101AA	8/6/2018 - 5/29/2019
9106	7/10/2018 - 7/9/2020

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

7100	7/10/2020 - 7/9/2021
7106	7/10/2020 - 7/9/2021
7107	7/10/2020 - 1/9/2021
7108	1/10/2021 - 7/9/2021
7200	7/10/2021 - 7/9/2022
7206	7/10/2021 - 7/9/2022
7207	7/10/2021 - 1/9/2022
7208	1/10/2021 - 7/9/2022
7300	7/10/2022 - 7/9/2023
7306	7/10/2022 - 7/9/2023
7307	7/10/2022 - 1/9/2023
7308	1/10/2023 - 7/9/2023
9200	7/10/2018 - 7/9/2023
9206	7/10/2020 - 7/9/2021
9300	7/10/2018 - 7/9/2023
9306	7/10/2020 - 7/9/2021
9400	7/10/2021 - 7/9/2022
9406	7/10/2021 - 7/9/2022
9500	7/10/2021 - 7/9/2022
9506	7/10/2021 - 7/9/2022
9600	7/10/2022 - 7/9/2023

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 46 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

9606	7/10/2022 - 7/9/2023
9700	7/10/2022 - 7/9/2023
9706	7/10/2022 - 7/9/2023

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

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S) FROM - TO

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 47 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

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

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

N/A

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N00164
Admin DoDAAC	S0701A
Inspect By DoDAAC	N00164
Ship To Code	See Section F
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	See Section E
LPO DoDAAC	N00164 (Vendor Pay)
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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 "SendAdditional Email Notifications" field of WAWF once a document is submitted in the system.

Contracting Officer's Representative:

████████████████████
 300 Highway 361
 Crane, IN 47522
 ████████████████████
 ██████████

(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.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 49 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

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

Contracting Officer Representative

████████████████████
300 Highway 361
Crane, IN 47522

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

COMMANDER
NSWC CRANE DIVISION

████████████████████
Crane IN 47522
████████████████████
████████████████████

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 50 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

other method as agreed to by the CO.

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

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

- (a) This entire contract is cost type.
- (b) This procurement contains the following contract type: Cost-Reimbursement

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 51 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
					deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 52 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
					the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

Notes:

The first incentive fee calculation will be at the end of the first year of the TO.

The min fee shall be [REDACTED] Max fee shall be [REDACTED]
Target fee is [REDACTED]

(1) The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraph.

(i) The CPIF target cost rate for CLIN 7001 (to the extent Options are exercised) Option CLIN(s) 7101, 7201, and 7301 shall be determined by dividing proposed target costs (including proposed subcontractor cost) by proposed hours (including proposed subcontractor hours), under each CLIN.

(ii) The CPIF target fee rate for CLIN 7001 (to the extent Options are exercised) Option CLIN(s) 7101, 7201, and 7301 shall be determined by dividing proposed target fee (including proposed

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 54 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

subcontractor target fee) by proposed hours (including proposed subcontractor hours), under each CLIN.

(iii) The final CPIF actual cost rate for CLIN 7001 (to the extent Options are exercised) Option CLIN(s) 7101, 7201, and 7301 shall be determined by dividing actual allowable costs (included subcontractor actual allowable costs) by actual allowable hours worked (including subcontractor actual hours worked), under each CLIN.

(iv) The final CPIF actual fee rate for CLIN 7001 (to the extent Options are exercised) Option CLIN(s) 7101, 7201, and 7301 shall be determined by subtracting actual cost rate from target cost rate, multiplying by contractor share ratio and adding to target fee rate. The actual fee amount is determined by multiplying the actual allowable hours worked by the CPIF actual fee rate.

(v) The share ratio for the CPIF portion of the fee structure is 60/40 (60% Government and 40% Contractor) for both underruns and overruns. See the Incentive Fee clause (FAR 52.216-10) in Section I of this TO for further information on how the target cost and target fee are determined and the fee earned is calculated.

Subcontractors Approved at Award

Stimulus Engineering, Inc.

Booz Allen Hamilton (BAH)

SimVentions

TriStar Engineering

Precise

Colorado Engineering

Warrant

LMA

Accounting Data

SLINID	PR Number	Amount
7001AA	130071789600001	1000000.00
LLA :		
AA 1781804 8C1C 251 WS020 0 050120 2D 000000 A00004550330		
2410(a) funds expire for this SLIN 365 days from effective date of above		
modification, or through POP date identified in Section F, whichever occurs first.		
Contractor may continue to invoice after this date, but only for work performed		
during the applicable period.		

BASE Funding 1000000.00
Cumulative Funding 1000000.00

MOD P00001

7001AB	130072878500001	434000.00
--------	-----------------	-----------

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 55 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

LLA :

AB 1781319 85EB 251 240V6 0 050120 2D 000000 A00004615652

Standard Number: N0002418WX09651

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AC 130072878600001 276000.00

LLA :

AC 1771810 82TC 251 VU021 0 050120 2D 000000 A00004615655

Standard Number: N0002417WX05067

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AD 130073254400001 25000.00

LLA :

AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004639235

Standard Number: N0002417WX05067

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AE 130072854800001 60000.00

LLA :

AE 1781319 A5HA 255 WS020 0 050120 2D 000000 A00004614836

Standard Number: N0002418WX02428

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AA 130072878600001 60000.00

LLA :

AC 1771810 82TC 251 VU021 0 050120 2D 000000 A00004615655

Standard Number: N0002417WX05067

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AB 130072854800002 1000.00

LLA :

AE 1781319 A5HA 255 WS020 0 050120 2D 000000 A00004614836

Standard Number: N0002418WX02428

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9101AA 130072878500001 40000.00

LLA :

AB 1781319 85EB 251 240V6 0 050120 2D 000000 A00004615652

Standard Number: N0002418WX09651

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD P00001 Funding 896000.00

Cumulative Funding 1896000.00

MOD P00002

7001AF 130073363500001 30462.97

LLA :

AF 1761810 82TC 251 VU021 0 050120 2D 000000 A00004646327

Standard Number: N0002416WX05825

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 56 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

7001AG 130073758600001 20000.00

LLA :

AG 1761810 82TC 251 VU021 0 050120 2D 000000 A00004670385

Standard Number: N0002416WX05825

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7001AH 130073731300001 20000.00

LLA :

AH 1781810 A2TC 251 WS020 0 050120 2D 000000 A00004668621

Standard Number: N0002418WX03787

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD P00002 Funding 70462.97

Cumulative Funding 1966462.97

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 57 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT means the Department of the Navy.

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

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

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 58 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 59 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

contract.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$	\$	

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 60 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

* to be completed at time of award/modification

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 61 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION I CONTRACT CLAUSES

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Report Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-3	Right of First Refusal Employment	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records Negotiation	OCT 2010
52.2015-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Pricing	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 ALT I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications	OCT 2010
52.215-23	Limitation on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost and Payment	JUN 2013
52.216-10	Incentive Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 62 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

52.219-9 with Alt II	Small Business Subcontracting Plan	JAN 2017
52.219-14	Limitations on Subcontracting	JAN 2017
52.219-16	Liquidated Damages Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor-Cooperation with Authorities and Remedies	OCT 2016
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-26 Alt I	Equal Opportunity-Alt I	FEB 1999
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Affirmative Action for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-60	Paycheck Transparency (Executive Order 13673)	OCT 2016
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-16 Alt I	Acquisition of EPEAT-Registered Personal Computer Products-Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.224-11	Patent Rights-Ownership by the Contractor	DEC 2007
52.228-7	Insurance-Liability to Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 63 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

52.232-23	Assignment of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment-Alternate I	OCT 2008
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Clause for Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payment to Small Business Subcontractor	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award-Alt I	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes-Cost Reimbursement-Alt I	APR 1984
52.244-2 Alt I	Subcontracts-Alt I	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability-Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure of Information	OCT 2016
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Disclosure or Information to Litigation Support Contractors	MAY 2016
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor or Terrorism	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7008	Only One Offer	OCT 2013

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 64 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

Deviation 2016-O0009	Small Business Subcontracting Plan (DoD Contracts)	MAY 2016
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7004	Reporting of Contract Performance Outside the United States and Canada-Submission After Award	OCT 2015
252.225-7031	Secondary Arab Boycott of Israel	JUL 2005
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7048	Export Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data-Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions-Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data-Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-70039	Patents-Reporting Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7002	Earned Value Management System (DEVIATION 2015-O0017)	SEP 2015
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Request for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001 Alt I	Contractor Purchasing System Administration-Alt I	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7001	Warranty of Data-Basic	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	OCT 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014

Other Required Clauses Incorporated By Full Text

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 65 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(a) Definition. First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 66 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 67 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.216-10 INCENTIVE FEE (JUN 2011)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.*

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by [redacted] [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 68 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

 [Contracting Officer insert percentage] percent or less than [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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 15 days of contract expiration.

52. 217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

ITEM(S)	LATEST OPTION EXERCISE DATE
CLIN 7101	No later than 24 months after the TO Award date.
CLIN 7402	No later than 24 months after the TO Award date.
CLIN 7107	No later than 24 months after the TO Award date.
CLIN 7108	No later than 24 months after the TO Award date.
CLIN 7201	No later than 36 months after the TO Award date.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 69 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

CLIN 7403 No later than 36 months after the TO Award date.
 CLIN 7207 No later than 36 months after the TO Award date.
 CLIN 7208 No later than 36 months after the TO Award date.
 CLIN 7301 No later than 48 months after the TO Award date.
 CLIN 7404 No later than 48 months after the TO Award date.
 CLIN 7307 No later than 48 months after the TO Award date.
 CLIN 7308 No later than 48 months after the TO Award date.

CLIN 9002 No later than 24 months after the TO Award date.
 CLIN 9202 No later than 24 months after the TO Award date.
 CLIN 9003 No later than 36 months after the TO Awards date.
 CLIN 9203 No later than 36 months after the TO Award date.
 CLIN 9004 No later than 48 months after the TO Award date.
 CLIN 9204 No later than 48 months after the TO Award date.

CLIN 9102 No later than 24 months after the TO Award date.
 CLIN 9302 No later than 24 months after the TO Award date.
 CLIN 9103 No later than 36 months after the TO Awards date.
 CLIN 9303 No later than 36 months after the TO Award date.
 CLIN 9104 No later than 48 months after the TO Award date.
 CLIN 9304 No later than 48 months after the TO Award date.

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014) (AUG 2013)

(1) ***

(2) SSR.

(i) Reports submitted under individual contract plans***

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

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$143,641 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 70 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(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 subparagraph (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
Drafter/CAD Operator IV	Please see the most up to date Wage Determination in Section J
Drafter/CAD Operator II	Please see the most up to date Wage Determination in Section J
Technician, Engineering IV	Please see the most up to date Wage Determination in Section J
Technical Writer III	Please see the most up to date Wage Determination in Section J

52.244-2 SUBCONTRACTS (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 71 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 72 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 73 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

http://farsite.hill.af.mil/_____

52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Department of Defense FAR Supplement. (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

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

252.217-7001 SURGE OPTION (AUG 1992)

(a) General. The Government has the option to—

- (1) Increase the quantity of supplies or services called for under this contract by no more than 5 percent; and/or
- (2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) Schedule.

(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of option.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 74 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

- (1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.
- (2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.
- (3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.
- (d) Price negotiation.
- (1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.
- (2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-O0014) (AUG 2013)

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

“Summary Subcontract Report (SSR) Coordinator,” means the individual who is registered in eSRS at the Department of Defense (9700).

* * * * *

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

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. “Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

- (1) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and
- (2) “Items,” defined in the EAR as “commodities”, “software”, and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 75 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
 - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
 - (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.225-7980 CONTRACTOR PERSONNEL IN THE UNITED STATES AFRICA COMMAND (USAFRICOM) AREA OF RESPONSIBILITY (DEVIATION 2016-O0008)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Africa Command (USAFRICOM).

“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 in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force 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 to the USAFRICOM area of responsibility. 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 the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national 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, the 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.

“U.S. Africa Command (USAFRICOM) area of responsibility,” as used in this clause, means—

- (1) The entire continent of Africa, excluding Egypt;
- (2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and
- (3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40’S/068°E, and west to the African coast at 01°40’S.

(b) General.

- (1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 76 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.

(3) Contract performance in the USAFRICOM area of responsibility 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.

(4) 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.

(5) 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).

(6) 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, all non-CAAF 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)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) 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 USAFRICOM area of responsibility under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility 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;

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 77 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

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

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

(3) The Contractor shall ensure that all contractor personnel 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 for 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.af.mil>;

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

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

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

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

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

(i) Hold their own identity or immigration documents, such as passport or driver’s license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

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

(vii) Receive wages that are not below the legal in-country minimum wage;

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 78 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

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

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF and, as specified in the statement of work, non-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 such personnel 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 such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility 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 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 such personnel. 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;

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 79 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

(iv) In time of declared war or a contingency operation, CAAF and selected non-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; and,

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

(f) Processing and departure points. CAAF and, as specified in the statement of work, non-CAAF personnel 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 upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data. The Contractor shall—

(1) Use the SPOT web-based system, or its successor, to account for—

(i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and

(iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.

(2) Enter the required information about their Contractor personnel and their equipment 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, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(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, including 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).

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 80 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. 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 required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

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

(4) The Contractor shall ensure that all issued organizational clothing 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 USAFRICOM area of responsibility 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, subordinate joint force 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 USAFRICOM area of responsibility.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USAFRICOM area of responsibility 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 contractor personnel who are U.S. citizens and third country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 81 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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) 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 Contract 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 that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

252.255-7987 Requirements for Contractor Personnel Performing in USSOUTHCOM AOR (DEVIATION 2014-O0016)

(a) Definitions.

“The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR),” as used in this clause, includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat Nicaragua, Panama, Paraguay, Peru, Saint Barthelemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

(b) General.

(1) Contract performance in support of U.S. Armed Forces outside the United States 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.

(2) Unless immune from host-nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel can subject such personnel to United States or host-nation prosecution and civil liability.

(c) Support.

(1) U.S. citizen and third country national (TCN) contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the contracting officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

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

(d) Pre-travel requirements.

The Contractor shall ensure that the following requirements are met prior to sending or using Contractor personnel in the USSOUTHCOM AOR. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(2) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties. All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation, SC Regulation 40-501, as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen contractor personnel and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, “International Certificate of Vaccination.” In addition, U.S. citizen contractor personnel and TCN contractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 82 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

evacuation plan and service through an insurance plan provided by their employer or paid for individually.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples for the Identification of Remains (AFRSSIR) at <http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview> or phone: (302) 346-8800. In addition, U.S. citizen contractor personnel shall comply with the requirements of DoDI 3020.41, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen contractor personnel and TCN Contractor personnel traveling to the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at <https://www.fcg.pentagon.mil/fcg.cfm> and must have all necessary passports, visas, and other documents required to enter, exit or work in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s). Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.

(5) Special area, country, and theater clearance is obtained for U.S. citizen contractor personnel and TCN Contractor personnel traveling in the USSOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program (FCP). For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) All U.S. citizen contractor personnel and TCN Contractor personnel must receive personal security training. At a minimum, the training shall—

- (i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;
- (ii) Identify safety and security contingency planning activities; and
- (iii) Identify ways to utilize safety and security personnel and other resources appropriately.

(7) All U.S. citizen DOD sponsored contractors must comply with current force protection, personnel recovery and theater entry requirements as posted in DODI 3020.41 Operational Contract Support, DODI 3002.03 DOD Personnel Recovery – Reintegration of Recovered Personnel, the DOD Foreign Clearance Guide at <https://www.fcg.pentagon.mil/> and current USSOUTHCOM guidance prior to travel to any country in the USSOUTHCOM AOR. All U.S. citizen Contractor personnel must complete the following:

(i) Anti-Terrorism (AT) Level 1 Training course available at <https://Jkodirect.jten.mil> (Login and Search for the course on the Course Catalog tab via the number or key word, enroll, and Launch). AT training must be completed within 12 months (1 year) prior to entry into the USSOUTHCOM AOR.

(ii) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DOD sponsored contractors entering the theater on official business will have a DD Form 1833 Isolated Personnel Report (ISOPREP) on file in Personnel Recovery Mission Software (PRMS). The ISOPREP will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.

(iii) IAW USSOUTHCOM theater entry requirements, all DOD sponsored contractors must complete the computer based SERE 100.1 Code of Conduct training course prior to theater entry. Training is available online <http://jko.jten.mil> (Log into your account, go to the Course Catalog and search for SERE 100.1, enroll, and Launch) or through disk based software. Training is good for 3 years.

(iv) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, all DOD sponsored contractors traveling to designated high risk areas should receive a High Risk of Isolation (HRI) Briefing. The HRI Briefing is required for all DOD personnel conducting operations in, over, or around uncertain or hostile areas increasing their risk of becoming missing, isolated, detained, or captured.

(v) For more information or specific questions regarding completion of these requirements please contact the designated contracting officer's representative (COR). The COR will contact the appropriate DOD agency or service component for additional guidance.

(e) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system at <https://spot.dmdc.mil>, to enter and maintain the data for the following Contractor personnel:

(i) All U.S. citizen contractor personnel and TCN contractor personnel who travel to the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.

(ii) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.

(iii) Private security contractors and contingency contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or the length of the period of performance of their contract.

(iv) Contractor personnel with a place of performance within the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may—within the terms of their contracts—deploy to the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 83 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

(2) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to travel to the USSOUTHCOM AOR and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the period of travel for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the trip 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.

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

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

(1) Subject to extortion or corruption; or

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

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

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-00009)

(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.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 84 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(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

(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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 85 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(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. 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.

(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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 86 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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.

(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;

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 87 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(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.

(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.

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

(h) Contractor personnel.

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 88 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

(m) Evacuation.

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 89 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(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)

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

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

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

(d) Plan contents

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 90 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

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

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

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

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

(ii) The required extension period.

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

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

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

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

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

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

(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.

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

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

CONTRACTOR PERSONNEL PERFORMING IN JAPAN
(DEVIATION 2018-O0019)(AUG 2018)

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 91 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

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

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

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

(1) Be a United States national;

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

(3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;

(4) Not have SOFA Article XIV status; and

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

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

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

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

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

(v) Is an employee of a military banking facility; or

(vi) Is specifically authorized by the Joint Committee.

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

(1) Security considerations;

(2) The technical qualification of the contractors involved;

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 92 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(4) Limitations of United States law.

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

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

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

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

(b) *General.*

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

(i) USFJ Instruction 64-100, Contract Performance in Japan;

(ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

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

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

(iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, “Firearms and Other Weapons in Japan” available from USFJ/J023 at pacom.yokota.usfj.mbx.j023@mail.mil. The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

(5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 93 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

such jurisdiction as is conferred on it by the law of the United States.

(c) *Support.*

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

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

(i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.

(ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.

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

(3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

(i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.

(iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.

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

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

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

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

(4) *Logistical Support.*

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 94 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

- (A) Base Exchange, including exchange service stations, theaters, and commissary.
- (B) Military banking facilities.
- (C) Transient billeting facilities.
- (D) Open mess (club) membership, as determined by each respective club.
- (E) Casualty assistance (mortuary services), on a reimbursable basis.
- (F) Emergency medical care, on a reimbursable basis.
- (G) Dental care, limited to relief of emergencies, on a reimbursable basis.
- (H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.
- (I) Postal support, as authorized by military postal regulations.
- (J) Local recreation services, on a space-available basis.
- (K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.
- (L) Issuance of personal vehicle license plates.

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

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

(d) *Compliance with laws and regulations.*

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

- (i) United States, host country, and third-country national laws;
- (ii) Provisions of applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and

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

(2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.

(3) The Contractor shall ensure that all contractor personnel are aware—

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

and

(ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 95 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

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

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

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

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

(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/report-a-crime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>;

or

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

(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 <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

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

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

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

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

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

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

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

(iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 96 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

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

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

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

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

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

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

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

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

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

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

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

(iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

(f) *Personnel data.*

(1) The Contractor shall—

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

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

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

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 97 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

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

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html; and

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

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) *Contractor personnel.*

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

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

(A) United States and host country laws;

(B) Treaties and international agreements;

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

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

(ii) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.

(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 installation 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 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, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

(h) *Protective equipment.*

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 98 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

(2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.

(3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

-

(j) *Evacuation.*

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

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

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

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

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

(l) *Mortuary affairs.* Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

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

(End of clause)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 99 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-------------------	-------

SECTION J LIST OF ATTACHMENTS

- Exhibit A: CDRL A001: Funds and Man Hours Expenditure Report (Solicitation)
- Exhibit A: CDRL A002: Contractor's Progress, Status, and Management Report (Solicitation)
- Exhibit A: CDRL A003: Meeting Minutes (Solicitation)
- Exhibit A: CDRL A004: Trip Report (Solicitation)
- Exhibit A: CDRL A005: Contractor Roster (Solicitation)
- Exhibit A: CDRL A001: Funds and Man Hours Expenditure Report
- Exhibit A: CDRL A002: Contractor's Progress, Status, and Magement Report
- Exhibit A: CDRL A003: Meeting Minutes
- Exhibit A: CDRL A004: Trip Report
- Exhibit A: CDRL A005: Contractor Roster
- Exhibit A: CDRL A006: Study/Service (Semi-annual Metrics Performance Report [SMPR])
- Exhibit A: CDRL A007: Study/Service (Sponsor Lifecycle Budgets)
- Exhibit A: CDRL A008: Study/Service (System Schedules)
- Exhibit A: CDRL A009: Framework (MEWSD) Store HW Architecture)
- Exhibit A: CDRL A010: Status Report (Data Store Status)
- Exhibit A: CDRL A011: Engineering Documentation Information
- Exhibit A: CDRL A012: Program Progress Report
- Exhibit A: CDRL A013: Engineering Support Data (Status/Trends Dashboards)
- Exhibit A: CDRL A014: Study/Service (Action Items Priority List)
- Exhibit A: CDRL A015: Study/Service (Scrum Sprint Assignments)
- Exhibit A: CDRL A016: Study/Service (Sprint Assignment Details)
- Exhibit A: CDRL A017: Study/Service (Sprint Data Store Data Interconnect)
- Exhibit A: CDRL A018: Study/Service (Sprint Data Store Completeness and Accuracy)
- Exhibit A: CDRL A019: Study/Service (Sprint Data Store Data KPPs)
- Exhibit A: CDRL A020: Product Drawings/Models and Associated Lists
- Exhibit A: CDRL A021: Study/Service (Sprint Process Improvements)
- Exhibit A: CDRL A022: Study/Service (Sprint Technical Report)
- Exhibit A: CDRL A023: Study/Service (ASOE Solution Recommendation Technical Report)
- Exhibit A: CDRL A024: Systems Engineering Management Plan

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N0016418F3006	AMENDMENT/MODIFICATION NO. P00002	PAGE 100 of 100	FINAL
----------------------------------	-------------------------------------	--------------------------------------	--------------------	-------

Exhibit A: CDRL A025: Test and Evaluation Program Plan

Exhibit A: CDRL A026: Logistics Plan

Exhibit A: CDRL A027: Engineering Change Proposal (ECP)

Exhibit A: CDRL A028: Technical Data Package

Exhibit A: CDRL A029: Maintenance Support Plan

Exhibit A: CDRL A030: Performance Analysis Report

Exhibit A: CDRL A031: Major Vehicle Accident Report

Exhibit A: CDRL A032: GFE/GFF Damage Report

Exhibit A: CDRL A033: eCRAFT

Exhibit A: CDRL A034: GFI Deficiency Report

Attachment 001: SOO Diagram

Attachment 002: Contract Security Classification Specification, DD Form 254 (Solicitation)

Attachment 015: Contract Security Classification Specification, DD Form 254 (Award)

Attachment 004: Surge Example

Attachment 005: Cost Incentive Fee Example

Attachment 007: Cost Summary

Attachment 008: SECNAV 5512/1 DoN Local Population ID Card/Base Access Pass Registration

Attachment 009: Government Furnished Information

Attachment 011: SCA Wage Determination (Indiana) (Solicitation)

Attachment 018: SCA Wage Determination (Indiana) (Award)

Attachment 014: Integrated Product Support (IPS) Worksheet

Attachment 006: Performance Incentive Plan (Solicitation)

Attachment 017: Performance Incentive Plan (Award)

Attachment 010: Past Performance Questionnaire

Attachment 003: Quality Assurance Surveillance Plan (QASP) (Solicitation)

Attachment 016: Quality Assurance Surveillance Plan (QASP) (Award)

Attachment 012: Pre-Award Survey of Prospective Contractor Accounting System

Attachment 019: GFP Form