

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 06-Jun-2019	4. REQUISITION/PURCHASE REQ. NO. See Section G		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001	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)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-FC41
CAGE CODE 6XWA8 FACILITY CODE		10B. DATED (SEE ITEM 13) 08-Aug-2013

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"/>	
[X]	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:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		[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)	06-Jun-2019

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## GENERAL INFORMATION

The purpose of this modification is to deobligate Fiscal Year 2019 lapsing funds from FC41. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$22,576,912.56 by \$6,527.56 to \$22,570,385.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400005	Fund Type - OTHER	123,598.31	(873.05)	122,725.26
400008	RDT&E	9,219.76	(1,115.85)	8,103.91
4201AC	Fund Type - OTHER	433,000.00	(0.01)	432,999.99
4201AD	PMC	79,235.82	(1,999.91)	77,235.91
600005	Fund Type - OTHER	353.62	(353.62)	0.00
600006	Fund Type - OTHER	150,000.00	(1,528.14)	148,471.86
6201AD	Fund Type - OTHER	14,500.00	(656.98)	13,843.02

The total value of the order is hereby increased from \$35,990,247.00 by \$0.00 to \$35,990,247.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4200	2,371,477.10	1,999.92	2,373,477.02
4201AC	433,000.00	(0.01)	432,999.99
4201AD	79,235.82	(1,999.91)	77,235.91
6200	1,061,849.81	656.98	1,062,506.79
6201AD	14,500.00	(656.98)	13,843.02

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4000	AD25	Labor Base Period 1 (Year 1). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Note A. (TBD) (Fund Type - TBD)					\$10,454,826.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
400001	AD25	Incremental funding in the amount of \$3,550,000 in support of TI-0001 (G-BOSS). 2410A authority is hereby invoked. (Fund Type - OTHER)					
400002	AD25	Incremental funding in the amount of \$1,056,578 in support of TI-0001 (G-BOSS). Deobligated by \$922,338.97 via modification 10. (PMC)					
400003	AD25	Incremental funding in the amount of \$1,599,180 in support of TI-0002 (G-BOSS). Deobligated by					

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Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
		\$960,615.91 via modification 10. (PMC)				
400004	AD25	Incremental funding in the amount of \$300,000 in support of TI-0001 (G-BOSS). (Fund Type - OTHER)				
400005	AD25	Incremental funding in the amount of \$148,598.31 in support of TI-0003. Deobligated by \$25,000 via modification 07. MOD 25: Deob \$873.05 from \$123,598.31 leaving with a remaining balance of \$122,725.26. (Fund Type - OTHER)				
400006	AD25	Funding in support of TI-0001 G-BOSS. Funding deobligated \$750,000 via modification 06. (Fund Type - OTHER)				
400007	AD25	Funding in support of TI-0004 Army PM ITS PSS-G support. Deobligated by \$285,348.43 via modification 07. (Fund Type - OTHER)				
400008	AD25	Funding in support of TI-0004 Army PM ITS PSS-G support. MOD 25: Deob \$1,115.85 from \$9,219.76 leaving a remaining balance of \$8,103.91.				

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		(RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4100	AD25	Surge Labor Base Period 1 (Year 1). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Note B and C. (TBD) (Fund Type - TBD)					\$1,075,010.00
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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4200	AD25	Labor Option Period 1 (Year 2). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes A and B. (TBD) (Fund Type - TBD)					\$2,373,477.02
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Max Fee [REDACTED]

Min Fee [REDACTED]

Government Overrun Share Line 70.0%

Government Underrun Share Line 70.0%

4201		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					\$7,975,388.98
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4201AA	AD25	Funding in support of TI-004 for Army PM ITS	1.0	LO			\$361,550.00
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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		PSS-G. (RDT&E)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AB	AD25	Funding in support of TI-001 for GBOSS support. (Fund Type - OTHER)	1.0	LO			\$543,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AC	AD25	Funding in support of TI-001 for GBOSS support. MOD 25: Deob \$0.01 from \$433,000.00 leaving a remaining balance of \$432,999.99. (Fund Type - OTHER)	1.0	LO			\$432,999.99
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AD	AD25	Funding in support of TI-001 for GBOSS support. MOD 25: Deob \$1,999.91 from \$79,235.82 leaving a remaining balance of \$77,235.91.	1.0	LO			\$77,235.91

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		(PMC)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AE	AD25	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-001 for GBOSS sustainment (Fund Type - OTHER)	1.0	LO			\$2,104,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AF	AD25	Funding in support of TI-0003 for USMC PMMI. (PMC)	1.0	LO			\$25,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AG	AD25	Funding in support of TI-0004 for Army PM EO/IR-FP Repair and reissue support for system design. (Fund Type - OTHER)	1.0	LO			\$255,348.43
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
	Government Overrun Share Line		70.0%				
	Government Underrun Share Line		70.0%				
4201AH	AD25	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0004 for Army PM EO/IR-FP repair and reissue for system design. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$215,000.00
	Max Fee		██████████				
	Min Fee		██████████				
	Government Overrun Share Line		70.0%				
	Government Underrun Share Line		70.0%				
4201AJ	AD25	Funding in support of TI-001 for GBOSS support. (PMC)	1.0	LO	██████████	██████████	\$1,805,534.65
	Max Fee		██████████				
	Min Fee		██████████				
	Government Overrun Share Line		70.0%				
	Government Underrun Share Line		70.0%				
4201AK	AD25	Funding in support of TI-0003 for USMC TPC FoS program. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$40,000.00
	Max Fee		██████████				
	Min Fee		██████████				
	Government Overrun Share Line		70.0%				



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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line	70.0%				
4201AL	AD25	Funding in support of TI-0001 for GBOSS ECP kits. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$947,720.00
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AM	AD25	Funding in support of TI-0004 Army PM EO/IR-FP Repair. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$450,000.00
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
4201AN	AD25	Funding in support of TI-0001 for GBOSS. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$718,000.00
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4300	AD25	Surge Labor Option Period 1 (Year 2). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes B and C. (TBD) (Fund Type - TBD)  Option					\$1,064,067.00
4999		Data for Labor CLINs 4000, 4100, 4200, 4300, 7000 and 7100: In accordance with (IAW) CDRLs A001 - A021, the Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. All data generated under this procurement has been paid for, in full, by the Government.					\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	AD25	ODC Base Period 1 (Year 1). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Note D. (TBD) (Fund Type - TBD)	1.0	LO	\$1,543,953.00
600001	AD25	Incremental funding in the amount of \$50,000 in support of TI-0001 (G-BOSS). 2410A authority is hereby invoked. (Fund Type - TBD)			
600002	AD25	Incremental funding in the amount of \$150,000 in support of TI-0001 (G-BOSS). (PMC)			
600003	AD25	Incremental funding in the amount of \$238,428 in support of TI-0002 (G-BOSS). Deobligated by \$173,779.77 via modification 10. (PMC)			
600004	AD25	Incremental funding in the amount of \$60,000 in support of TI-0001 (G-BOSS). (Fund Type - OTHER)			
600005	AD25	Incremental funding in the amount of \$353.62 in support of TI-0003. MOD 25: Deob \$353.62 from \$353.62 leaving a remaining balance of \$0. (Fund Type - OTHER)			
600006	AD25	Funding in support of TI-0001 G-BOSS. MOD 25: Deob \$1,528.14 from \$150,000.00 leaving a remaining balance of \$148,471.86. (Fund Type - OTHER)			
600007	AD25	Funding in support of TI-0004 for Army PM ITS PSS-G support. (Fund Type - OTHER)			
6100	AD25	Surge ODC Base Period 1 (Year 1). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See	1.0	LO	\$156,081.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Note B, C and D. (TBD) (Fund Type - TBD)			
		Option			
6200	AD25	ODC Option Period 1 (Year 2). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes B and D. (TBD) (Fund Type - TBD)	1.0	LO	\$1,062,506.79
6201		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			\$479,045.21
6201AA	AD25	Funding in support of TI-004 for Army PM ITS PSS-G support. (RDT&E)	1.0	LO	\$30,000.00
6201AB	AD25	Funding in support TI-001 for GBOSS support. (Fund Type - OTHER)	1.0	LO	\$25,000.00
6201AC	AD25	10 USC 2410(a) Authority is hereby invoked. In support of TI-001 for GBOSS sustainment support. (Fund Type - OTHER)	1.0	LO	\$80,000.00
6201AD	AD25	Funding in support of TI-0003 USMC TPC FoS program. MOD 25: Deob \$656.98 from \$14,500.00 leaving a remaining balance of \$13,843.02. (Fund Type - OTHER)	1.0	LO	\$13,843.02
6201AE	AD25	Funding in support of TI-0004 for Army PM EO/IR-FP repair and reissue for system design. (Fund Type - OTHER)	1.0	LO	\$30,000.00
6201AF	AD25	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0004 for Army PM EO/IR-FP repair and reissue for system design. (Fund Type - OTHER)	1.0	LO	\$30,000.00
6201AG	AD25	Funding in support of TI-0001 for GBOSS. (PMC)	1.0	LO	\$20,202.19
6201AH	AD25	Funding in support of TI-001 for GBOSS support. (PMC)	1.0	LO	\$250,000.00
6300	AD25	Surge ODC Option Period 1 (Year 2). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes B, C and D. (TBD) (Fund Type - TBD)	1.0	LO	\$155,701.00
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Labor Option Period 2 (Year 3). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes A and B. (TBD) (Fund Type - TBD)					\$4,310,040.57

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
7001		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					\$6,250,470.43
7001AA	AD25	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0004 for Army PM EO/IR-FP Repair and Re-Issue for system design. (Fund Type - OTHER)	1.0	LO			\$400,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
7001AB	AD25	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0001 for GBOSS. (O&MN,N)	1.0	LO			\$2,734,170.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001AC	AD25	Funding in support of TI-0001 for GBOSS sustainment support. (O&MN,N)	1.0	LO	██████████	██████████	\$225,000.00
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
7001AD	AD25	Funding in support of TI-0001 for GBOSS support. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$17,000.00
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
7001AE	AD25	Funding in support of TI-0001 for GBOSS support. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$12,000.00
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
7001AF	AD25	Funding in support of TI-0001 for GBOSS support. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$170,000.00
		Max Fee	██████████				
		Min Fee	██████████				

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
	Government Overrun Share Line		70.0%				
	Government Underrun Share Line		70.0%				
7001AG	AD25	Funding in support of TI-0001 for GBOSS support. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$100,000.00
	Max Fee		██████████				
	Min Fee		██████████				
	Government Overrun Share Line		70.0%				
	Government Underrun Share Line		70.0%				
7001AH	R425	Funding in support of TI-0001 for GBOSS sustainment. (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$517,489.55
	Max Fee		██████████				
	Min Fee		██████████				
	Government Overrun Share Line		70.0%				
	Government Underrun Share Line		70.0%				
7001AJ	R425	Funding in support of TI-0001 for GBOSS sustainment. (PMC)	1.0	LO	██████████	██████████	\$1,889,620.40
	Max Fee		██████████				
	Min Fee		██████████				
	Government Overrun Share Line		70.0%				
	Government Underrun Share Line		70.0%				
7001AK	R425	Funding in support of TI-0003 for TPC	1.0	LO	██████████	██████████6.17	\$35,190.48

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		programs. (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
7001AL	AD25	Funding in support of TI-0004 for Army PM EO/IR support. MOD 23 moves funding from SLIN 7001AL to 7001AM due to ERP LOA change. (Fund Type - OTHER)	1.0	LO	\$0.00	\$0.00	\$0.00
		Max Fee	\$0.00				
		Min Fee	\$0.00				
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				
7001AM	AD25	Funding in support of TI-0004 for Army PM EO/IR-FP Repair and Reissue. (Fund Type - OTHER)	1.0	LO			\$150,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0%				
		Government Underrun Share Line	70.0%				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	AD25	Surge Labor Option Period 2 (Year 3). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes B and C. (TBD) (Fund Type - TBD)  Option					\$1,085,830.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC Option Period 2 (Year 3). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes B and D. (TBD) (Fund Type - TBD)	1.0	LO	\$1,162,462.57
9001		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			\$378,076.43
9001AA	AD25	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0004 for Army PM EO/IR-FP Repair and Re-Issue for system design. (Fund Type - OTHER)	1.0	LO	\$50,000.00
9001AB	AD25	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-0001 for GBOSS. (O&MN,N)	1.0	LO	\$175,000.00
9001AC	R425	Funding in support of TI-0001 for GBOSS sustainment. (PMC)	1.0	LO	\$75,000.00
9001AD	R425	Funding in support of TI-0003 for TPC Programs. (Fund Type - OTHER)	1.0	LO	\$0.00
9001AE	AD25	Funding in support of TI-0001 for GBOSS sustainment. (Fund Type - OTHER)	1.0	LO	\$78,076.43
9100	AD25	Surge ODC Option Period 2 (Year 3). These services are in support of the professional engineering and technical services for Intelligence Systems Hardware support. See Notes B, C and D. (TBD) (Fund Type - TBD)  Option	1.0	LO	\$155,600.00

**NOTE A: LEVEL OF EFFORT**

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is [REDACTED] man-hours per year, with the mix recommended in Attachment 2 in Section J. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

**NOTE B: OPTION**

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



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**NOTE C: SURGE**

If the Government determines that an increased LOE is required, the Government reserves the right to exercise "surge" option CLINs for additional hours in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE may be re-aligned under labor CLINs for each task identified in the SOW. The Government estimate is [REDACTED] Surge Base year one (1) man-hours, [REDACTED] Surge option year two (2) man hours, and [REDACTED] Surge option year three (3) man hours (10% of yearly labor hours) for labor surge option items. Offerors should propose surge options using a weighted average loaded labor rate (WALLR) applied to the surge CLIN hours. All surge labor CLINs should be proposed as CPPF, and is not to exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC).

Note: WALLR is calculated by dividing total proposed labor costs by total proposed hours (including subcontractors. An example can be found as **Attachment 12** in section J.)

**NOTE D: OTHER DIRECT COSTS**

The Government estimates total ODCs for this TO to be **\$4,456,207.00**. ODCs should be proposed as prescribed in Section L, paragraph **4.4.4**.

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I. Offeror shall fill in the below table wherever "\$TBD" is indicated.

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

The min fee shall be [REDACTED] Target fee shall be [REDACTED] Offerors shall propose target fee. Maximum 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.

**OFFEROR TO FILL IN ALL TBD's BELOW**

LABOR ITEMS	LABOR HOURS	TARGET COST	TARGET FEE [REDACTED]
4000	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]
4200	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]
7000	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]

(i) The CPIF target cost rate for CLIN 4000 (if and to the extent Options are exercised) Option CLIN(s) **4200 and 7000** 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 4000 (if and to the extent Options are exercised) Option CLIN(s) **4200 and 7000** shall be determined by dividing proposed target fee (including proposed subcontractor target fee) by proposed hours (including proposed

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subcontractor hours), under each CLIN.

(iii) The final CPIF actual cost rate for CLIN 4000 (if and to the extent Options are exercised) Option CLIN(s) **4200 and 7000** 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.

(iii) The final CPIF actual fee rate for CLIN 4000 (if and to the extent Options are exercised) Option CLIN(s) **4200 and 7000** shall be determined by subtracting actual cost rate from target cost rate and multiplying by contractor share ratio. The actual fee amount is determined by multiplying the actual allowable hours worked by the CPIC actual fee rate.

(iv) The share ratio for the CPIF portion of the fee structure is **70/30 (70% Government and 30% 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.

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

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

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

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

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

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified 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) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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.

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(c) Relocation costs and travel costs incident 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 incident to relocation.

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's

or

employee's convenience.

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

This entire contract is cost type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK FOR INTELLIGENCE SYSTEMS HARDWARE SUPPORT SERVICES

#### 1.0 SCOPE

This Statement of Work (SOW) sets forth the requirements for non-personal professional engineering, technical, acquisition engineering, logistics, management, and sustainment of tactical hardware support services. Tasking for this effort will be in support of the Irregular Warfare Technologies Division (IWTD), Code JXT, in the areas of tactical hardware full life cycle management support of Department of Defense (DoD) missions that typically fall under the DoD 5000 Defense Acquisition Systems model for both ACAT and rapid fielding acquisition programs as well as Other Government Agency programs that follow the tenants of the DoD 5000 model.

The areas of task performance include: sensor integration and validation of technical data packages (TDP), scientific/engineering analysis and studies, test and evaluation, technical data, feasibility studies, research and development, rapid prototype, assist with the collection concept of operations, technology research, system design, development and rapid delivery support, field engineering, integrated logistics, configuration management, facility engineering, program support, knowledge management, and operations management for signal intelligence (SIGINT), electronic attack (EA), communication intelligence (COMINT), unattended ground sensor system (UGSS), intelligence surveillance reconnaissance (ISR), Tagging, Tracking, and Locating (TTL), and Anti-terrorism/Force Protection system of systems.

These services are in support of systems, subsystems, components and equipment as well as overall management support services performed in support of tasks managed by IWTD. The Contractor shall perform, as specified in each Technical Instruction (TI), supporting work under the cognizance of the IWTD for the Naval Surface Warfare Center (NSWC) Crane Division. This support includes requirements generated by the, US Navy, US Marine Corps, US Air Force, US Army, US Special Operations Command (USSOCOM), Combatant Commanders, Strategic Systems Program Office, Department of Homeland Security, and other federal agencies.

IWTD has a requirement for intelligence systems hardware support in the areas of:

- (a) Trade studies, engineering/technical analyses and other technical evaluation and assessments for specified tasks.
- (b) Providing advanced knowledge management expertise and solutions to improve collection and analysis of special communication target and sensor requirements and capabilities.
- (c) Providing engineering and technical support for the research, design, development, modeling, analysis, software/firmware support and engineering related logistics for life-cycle management.
- (d) Producing new as well as utilize existing simulations, or modify existing simulations of advanced sensors and intelligence collection systems.
- (e) Identifying and documenting data to ensure system, subsystem, software, equipment and component compatibility, provide recommended solutions to interface problems, monitoring system tolerances, performing system tests, and reviewing engineering change proposals for impact on systems.
- (f) Integrating technology transfer activities and providing technical advice and recommendations on issues.
- (g) Performing reliability predictions, maintainability analyses, and an independent Failure, Mode, Effects, and Criticality Analysis on systems, subsystems, equipment or component design.
- (h) Preparing system safety program plans, safety site survey/plans, tracking procedures, hazard lists, hazard analyses, safety evaluation, and testing plans/procedures, and other safety and hazard engineering documents.
- (i) Applying engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacturing, and installation result in quality products.
- (j) Testing and evaluating systems, subsystems, software, equipment and components as specified locally and at other test sites and locations.
- (k) Analyzing design data to determine defects detracting from system, subsystem, equipment or component's

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capability to perform to its intended operational requirements.

(m) Preparing or modifying technical manuals and training for systems, subsystems, equipment or components to conform to requirements.

(n) Reviewing and preparing plans and reports in support of sustainment engineering efforts.

(o) Providing Integrated Product and Logistics Support (IPS/ILS) in the following areas; Product/Logistics Support Management, Computer Resources; Design Interface; Facilities & Infrastructure, Maintenance Planning & Management, Manpower & Personnel, Packaging Handling Storage & Transportation (PHS&T), Supply Support, Sustaining Engineering, Technical Data, and Training & Training Support.

## 1.1 Background

The Irregular Warfare Technologies Division, Code JXT of NSWC Crane serves a wide variety of customers including United States Marine Corps (USMC), USSOCOM, and other Department of Defense (DoD) and Federal customers that rely on diverse and highly technical product lines in the areas of intelligence, surveillance, reconnaissance (ISR), and other special capabilities to serve the intelligence community. NSWC Crane is a multi-mission, multi-service product center with both a fleet support and industrial base mission. Our fleet support mission is performed in a joint, cross-service, and cross-platform environment when possible. The IWTD is comprised of six Branches that include Electronic Surveillance and Reconnaissance, Intelligence Systems, Special Capabilities, Logistics Support, Science and Technology, and Process Control.

## 1.2 Applicable Contract Paragraphs

This Task Order (TO) applies to the following SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

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

## 2.0 APPLICABLE DOCUMENTS

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

## 2.1 Military Specifications and Standards

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MIL-HDBK-61A	Configuration Management Guidance
MIL-STD-1472G	Human Engineering
MIL-STD-31000	Technical Data Packages
DOD-STD-2101	Classification of Characteristics
MIL-STD-2073-1E(1)	Standard Practices for Military Packaging
MIL-STD-3034 NOT 1	Reliability-Centered Maintenance (RCM) Process
MIL-STD-38784A	Manuals, Technical: General Style and Format Requirements
MIL-HDBK-217F(2)	Reliability Prediction of Electronic Equipment
MIL-HDBK-470A NOT 1	Designing and Developing Maintainable Products and Systems, Volume 1
MIL-HDBK-472(1)	Maintainability Prediction
MIL-HDBK-235/1C	Military Operational Electromagnetic Environment Profiles Part 1C General Guidance
MIL-HDBK-237D	Electromagnetic Environmental Effects and Spectrum Supportability  Guidance for the Acquisition Process
MIL-STD-461F	Requirements for the Control of Electromagnetic Interference  Characteristics of Subsystems and Equipment
MIL-HDBK-502 NOT 1	Acquisition Logistics
MIL-STD-882E	System Safety
MIL-STD-129P (4)	Military Marking for Shipment and Storage
MIL-STD-130N	Identification Marking of U.S. Military Property
MIL-HDBK-259	Life Cycle Costs in Navy Acquisitions

#### Other Government Documents

ASD (L&MR)	Logistics Assessment Guidebook
ASD (L&MR)	Product Support Manager Guidebook
DAU	Integrated Product Support Element Guidebook
NAVSEAINST 3960.2D	Test and Evaluation
NAVFACINST 11010.45	Comprehensive Regional Planning Instruction
OPNAVINST 11010.20F	Facilities Projects Manual
DoD 5000-2R	Mandatory Procedures for Major Defense Acquisition Programs
NAVSEAINST 4130.12B	Configuration Management (CM) Policy and Guidance
OPNAVINST 5102.1D	Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping Manual
NSWCCRANEINST 5510.1A	Information Personnel and Industrial Security Manual

#### Non-Government Publications

EIA649	National Consensus Standard for Configuration Management
ASME Y14.5M-94	Dimensioning & Tolerancing
ASME Y14.100 2004	Engineering Drawing Practices

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GEIA-STD-0007-A	Logistics Product Data
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### **3.0 REQUIREMENTS**

The Contractor shall provide all labor, material, travel and administrative costs to support the following tasking.

#### **3.1 Research and Development Support**

##### **3.1.1 Applied Research and Development**

The Contractor shall perform specific research and development tasks as identified in a TI.

##### **3.1.1.1 Trade Studies, Analyses, Technical Evaluations and Assessments**

The Contractor shall perform trade studies, engineering/technical analyses and other technical evaluations and assessments for the specified tasks. This may include the performance of in-depth technical analysis of an initiative's attainability, operational and doctrinal impacts, as well as an assessment of future acquisition related issues.

##### **3.1.1.2 Data Gathering**

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

##### **3.1.1.3 Simulation and Modeling Analyses/Trade Studies**

The Contractor shall develop simulation and modeling analyses/trade studies of initiative systems, Process Planning. The Contractor shall assist in developing and improving technology management planning processes and procedures, serve on working groups and Integrated Product Teams (IPTs). The Contractor shall develop metrics that show the value of effort, project status and cost efficiency and document in a technical report.

##### **3.1.1.4 Demonstration Support**

The Contractor shall support the definition, planning, coordination, implementation, manning, data collection, training, maintenance, troubleshooting and evaluation of initiatives related systems/equipment demonstration. Locations for demonstrations will be defined in each TI. Anticipated locations include NSWC Crane, Indiana, other Military facilities, and non DoD Government and Contractor locations. Each TI will include the necessary Contract Data Requirements List(s) (CDRLs) to identify the delivery of plans/procedures, briefings, data collection sheets, and other related documentation required to support a demonstration or generated as a result of a demonstration.

##### **3.1.2 Operations Research Support**

The Contractor shall construct, modify and/or perform statistical/analytical investigations of and with mathematical/computer simulation models, as required by TI. This also requires aerodynamic modeling, interior and exterior ballistic modeling, missile fly-out modeling, tactics investigation through simulation, establishment of optimization techniques, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of systems, subsystems, equipment, components and other organizational structures. The Contractor shall perform and document requirements studies and hardware definitions, and participate, coordinate, and conduct field testing at Crane Division or any Fleet or Shore Station location worldwide as required by TI and in accordance with (IAW) Government Furnished Information (GFI).

#### **3.2 Engineering, System Engineering and Process Engineering Support**

##### **3.2.1 Knowledge Management**

The Contractor shall provide advanced knowledge management (KM) expertise and solutions to effectively manage the DOD Special Communication Enterprise (DSCE); improve collection and analysis of Special Communication target and sensor requirements and capabilities; structure technical data repositories for better retrieval; provide collaborative online tools; create web portal to disseminate technical data to DoD's Special Communications users; and devise new KM tools, techniques and practices to better leverage the scientific, engineering, technical and support staff expertise for rapid research, design, development, and delivery of target and sensor solutions, IAW MIL-STD-2073-1E as applicable.

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### 3.2.2 Scientific, Engineering and Technical Support Services

The Contractor shall provide engineering and technical support for the research, design, development, modeling, analysis, software/firmware support, safety analysis and engineering related logistics for the procurement, production, maintenance, disposal (life-cycle management) and related services for Command, Control, Communications, Computers and Information (C4I) systems, ISR, undersea systems, acoustic systems, systems, supported systems, subsystems, equipment and components, as specified by TI. These tasks include: aircraft, land or water borne vehicles and gun systems; shoulder-launched explosive ordnance; precision guided munitions and weapons; targets; naval platform self protection; aerial platforms; weapons mounts; fire control systems; anti terrorism/force protection systems/equipment; defense security systems; infrared (IR) imaging and optic(s) support; command and control systems; microelectronic mechanical systems; missiles and missile defense and tactical software and firmware and unmanned systems, along with other systems and equipment that become available during the TO performance period. Engineering support requires research; prototype design; evaluation, prototype, developmental, qualification and Operational Evaluation (OPEVAL), fabrication and testing, product engineering, electronics integration, test fixture design and prototyping, value engineering, systems integration, reverse engineering, safety and failure analysis, test planning, Acquisition, sustainment support, demilitarization/disposal engineering, software development and integration, repairs, both at NSWC Crane Division and other locations. The Contractor shall also provide scientific, engineering and technical expertise, assistance and support services in information architecture and collection concept of operations; including special reviews, studies, explorations, and investigations; and utilizing market research to adapt technologies for the design and development of expert technical findings and recommendations in key areas of special communications sensors and target systems. Duties will include performing multi-target and sensor correlation studies, modeling and simulation, gap analysis; reviewing operations, scientific, technical, and test documents including drafts, drawings, illustrations, diagrams, manuals, procedures, plans, reports, data, journals, bulletins, and engineering information systems to identify promising technologies; coordinating with other technical specialists within the Government; conducting market research such as with academia and industry; researching technical topics for their special communications potential; recommending new initiatives; tracking ongoing development work, and designing and developing special communications requirements. As directed by the TI, prepare recommendations on technical points, target economic positions, strategic market focus, and directional guidance on the full spectrum of special communications target and sensor systems. The Contractor shall perform engineering, and technical research, development and analysis, and systems engineering; identifying current and evolving technologies, current and future capabilities in the field of targets or sensors activities, capabilities, and trends; logistics; reverse engineering; and other sciences in technology and engineering fields of interest pertaining to targets and sensors. The Contractor shall utilize GEIA-STD-0007-A as a guide in performing logistical functions, and Standardization Directory 5 (SD-5) for market research function.

### 3.2.3 Reverse Engineering

The Contractor shall perform reverse engineering on supported systems, subsystems, equipment and components and deliver to the Government a design disclosure technical data package meeting the requirements of MIL-STD-31000, DOD-STD-2101, ASME Y14.5M-94, and ASME Y14.100 2004, as specified by TI. The Government will provide to the Contractor one or more copies each, unless stated otherwise, of the systems, subsystems, equipment and components and all available documentation. Details concerning the substitution of piece parts and requirements concerning logistic equivalency (exact reproductions) will be provided by the TI. The Contractor shall produce prototypes of hardware resulting from reverse engineering, as required by the TI. Prototype quantity will not exceed the quantity necessary for validation and will be specified by the TI.

### 3.2.4 Manufacturing Engineering and Technology Support

The Contractor shall prepare manufacturing procedures and/or processes for systems, subsystems, equipment and components, as required by TI. The Contractor shall perform manufacturing engineering and technology services related to the following delineated tasks:

- Design (manual and Computer Aided Drafting (CAD)/Computer Aided Manufacturing (CAM) of electromechanical or mechanical items
- Equipment and facility requirement studies and planning
- Production cost estimating



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- Production "make-or-buy" decision-making analysis
- Production capability assessment studies and surveys
- Production engineering
- Production/process evaluation
- Manufacturing process development
- Development of CAD or CAD/CAM media

### 3.2.5 Production Engineering Support and Evaluation

The Contractor shall ensure that sufficient data has been generated for systems, subsystems, equipment and component reproducibility, shall perform production related engineering tasks, and shall evaluate system, subsystem, equipment and component manufacturing proposals IAW specifications delineated in the TI. The Contractor shall evaluate and develop procedures and acceptance criteria for test and evaluation; maintenance and logistics requirements; and manufacturing processes, methods, and technologies incidental to development and initial production for new systems, subsystems, equipment and components and major modification or improvement programs for existing systems, subsystems, equipment and components.

### 3.2.6 Acquisition Engineering

The Contractor shall review and prepare technical specifications in support of procurements IAW GFI, as required by TI. 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 production engineering changes, waivers, deviations, and/or alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost. The Contractor shall also prepare independent cost estimates with detailed supporting schedules IAW MIL-HDBK-259 and perform, as specified by TI, production cost estimate analyses and provide the Government with justification for any recommendations made.

### 3.2.7 Scientific/Engineering Analyses and Studies

The Contractor shall evaluate proposed engineering changes, perform feasibility studies, and investigate and resolve issues in the areas of technology application and insertion, and item performance and reliability for both hardware and software systems, as specified by TI. The Contractor shall submit findings to the Government to also include any assumptions made or rationale used in arriving at conclusions.

### 3.2.8 Field Engineering

The Contractor shall perform field-engineering tasks at NSWC Crane Division locations, private Contractor facilities and Fleet and shore locations worldwide related to installing, trouble-shooting and maintaining deployed equipment repair kits, new items and components IAW applicable operational specifications as specified in the TI.

## 3.3 **Modeling, Simulation, Stimulation, and Analysis Support**

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

The Contractor shall make new as well as utilize existing simulations, or modify existing simulations, of data fusion algorithms, correlation and tracking models, advanced sensors, and integrated sensor packages, as specified by TI. The Contractor shall provide computer code, documentation and analysis services as required in the TI.

### 3.3.2 Production Engineering Analysis

The Contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production, physics, and quality assurance. The Contractor shall survey advanced technology approaches to similar problems both in the Government and the private sector and make recommendations. The Contractor shall provide a report IAW the requirements that include justification for all recommendations.

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

The following system support tasks are provided herein to serve as a basic framework for tasking which will be specifically identified in each TI issued under this TO. Each TI will indicate a specific system and identify the

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system support tasks required.

#### 3.4.1 Design Influence/Concept Definition

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

#### 3.4.2 Production Engineering (PE)

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

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

### 3.5 **System Design Documentation and Technical Data Support**

#### 3.5.1 Systems Integrations

The Contractor shall identify and document data to ensure system, subsystem, software, equipment and component compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and maintainability; and review engineering change proposals for impact on systems interface IAW GFI, as required by TI. The Contractor shall record all recommendations made to the Government and annotate with rationale and justification all assumptions used to arrive at the recommendations.

#### 3.5.2 Design Engineering

On supported systems, subsystems, equipment and components the Contractor shall develop and/or fabricate engineering design, development, qualification, OPEVAL and production prototypes; modify original designs; identify and/or complete design validation testing; prepare technical data packages, product assurance and safety requirements; prepare maintenance support documentation; review engineering changes, waivers and deviations for impact on design, performance, safety, and producibility; develop test equipment, tools, jigs and fixtures to support production acceptance, life-cycle quality evaluation and maintenance of systems, subsystems, equipments, software, and components, as specified by TI. The Contractor shall prepare, review or support design of new items and improvements to existing items, as required by TI. All designs and design changes shall be documented in their as built configuration and presented as developmental (Level II) or production (Level III) drawings and specifications, unless otherwise requested in the TI. Presentation will be in electronic format accessible to Government personnel as requested in the TI. Prototypes are component, fixture or equipment or group of equipment useful as ordnance or in the processing of ordnance. This definition is not limited to one (1) item but is of sufficient quantity to validate the design. Exact numbers may vary. Repair, change and/or modification may be required to perfect the design.

#### 3.5.3 Design Review

The Contractor shall review and evaluate supported system, subsystem, equipment and component designs provided as GFI to establish compliance with mission and other specified requirements. This requires analyses to identify potential impacts on performance, reliability, containability, user interface, logistics, schedule, and cost. The Contractor shall attend design review meetings as required by the individual TIs. The Contractor shall provide a written evaluation of design or design changes, along with the rationale after completing the analysis, as specified by TI.

#### 3.5.4 Installation of New Equipment

The Contractor shall develop and maintain a plan to perform shipboard and land based checks IAW installation

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

### **3.6 Software Engineering, Development, Programming, and Network Support**

#### **3.6.1 Software Sustainment**

The contractor will assist with the sustainment engineering of current software systems. Software sustainment shall include platform integration, configuration management, ECP fielding support, IA fielding support, and software HSI support. The contractor shall not utilize this contract for software development but can assist with sustainment engineering and logistics of all current systems.

#### **3.6.2 Technology Support**

##### **3.6.2.1 Technology Transfer**

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

##### **3.6.2.2 Supportability/Technology Insertion**

The Contractor shall provide technical advice and recommendations on issues such as electrical/electronic/mechanical parts and assemblies redesign or alternate sourcing for items identified.

##### **3.6.2.3 Technology Upgrade**

The Contractor shall assist in researching candidates for technology upgrades. The Contractor shall review processes and provide recommendations, with written rationale, on methods for the sponsor to better take advantage of integrating new technology opportunities.

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

#### **3.7.1 Maintenance Engineering**

The Contractor shall develop and maintain maintenance concepts tasks and criteria for all levels of maintenance; perform design reviews and test evaluations to minimize maintenance support; define tasks to be performed at all levels of maintenance; prepare or evaluate technical documentation such as repair standards, drawings, specifications, test plans and procedures, and allowance parts lists; compare or review maintenance facility design criteria; develop or review personnel training criteria; develop or review provisioning of parts; establishing part replacement factors and source maintenance and recoverability coding; review production engineering changes for impact on maintenance support; prepare/review installation design and physical layout for reliability and ease of maintenance; and develop or review installation standards and practices, as specified by TI. The Contractor shall develop maintenance concepts and criteria IAW applicable documents identified in individual TIs and provide to the Government all justification for any assumptions used.

#### **3.7.2 Transient Electromagnetic Pulse Emanation Standard (TEMPEST) Analysis**

The Contractor shall provide engineering analysis for systems, subsystems, equipment and components for TEMPEST considerations. These TEMPEST investigations require preparation of TEMPEST control plans, evaluations, testing, certification reports, and TEMPEST reports as specified by TI.

#### **3.7.3 Electromagnetic Analysis**

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The Contractor shall perform and document engineering analyses, studies, and testing concerning the areas of electromagnetic interference (EMI), electromagnetic compatibility (EMC), electromagnetic pulse (EMP) penetration and hardening protection support for systems, subsystems, equipment and components IAW MIL HDBK 235/1B NOT 1, MIL-HDBK-237D, MIL STD 461F and as specified by TI. The Contractor shall provide reports to the Government with supporting rationale for any assumptions made during the preparation of these reports. Engineering investigations in this area will require analyses on the following additional topics and items.

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

#### 3.7.4 Environmental Impact Statements

For systems, subsystems, equipment, components and facilities, the Contractor shall prepare or review environmental impact statements and assessments, as specified by TI. The Contractor shall provide written reports on findings with assumptions made and recommendations.

### **3.8 Human Factors, Performance, and Usability Engineering Support**

#### 3.8.1 Human Systems Engineering

The Contractor shall evaluate and annotate Government furnished human systems engineering program plans, analysis reports, test plans/procedures, and other human systems engineering related documentation, as required by the TI. The Contractor shall check engineering drawings for design compliance with MIL-STD-1472F (1), report discrepancies, and submit recommendations with supporting evidence for resolution. The Contractor shall attend human systems engineering reviews and demonstrations, testing, and mockup/model reviews: record discrepancies; and formulate recommendations for resolution.

### **3.9 System Safety Engineering Support**

#### 3.9.1 Safety Engineering

The Contractor shall prepare system safety program plans, safety site surveys/plans, tracking procedures, hazard lists, hazard analyses, safety evaluation and testing plans/procedures, reports, safety related ECPs, and other safety and hazard engineering documents, as specified by TI. The Contractor shall evaluate and annotate Government furnished system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans/procedures, reports, safety-related ECP, and other safety and hazard engineering documents, as specified by TI. Evaluation shall be for compliance with MIL-STD-882D and other specified requirements. The Contractor shall recommend changes to documents to more precisely define safety objectives and facilitate their translation into functional hardware and software. The Contractor shall attend System Safety Program Reviews and monitor Hazard Tracking and Risk Resolution efforts. The Contractor shall also perform safety analyses on systems, subsystems, equipment and components and provide the Government with reports concerning their safety hazards, potential safety hazards, and possible solutions.

### **3.10 Configuration Management (CM) Support**

#### 3.10.1 Configuration Management (CM)

The Contractor shall apply engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacture, and installation result in quality products IAW applicable specifications and Configuration Management (CM) plans as per ANSI EIA-649, MIL-HDBK-61, NAVSEAINST 4130.12B, and/or as required by the TI.

##### 3.10.1.1 Configuration Management Database

##### 3.10.2 Engineering Change Kits

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The Contractor shall develop, assemble, deliver and install engineering change kits, as specified by TI. Source material, special equipment, and tools may be provided to the Contractor as GFI and Government Furnished Material (GFM).

### 3.10.3 Engineering Change Proposal (ECP) Preparation

The Contractor shall prepare, review, analyze, and assess ECPs from documentation provided as GFI and make recommendations for engineering change orders and technical directives with supporting rationale. As specified by TI, the Contractor shall develop, prepare, validate, and deliver ECPs IAW ANSI EIA-649 and MIL-HDBK-61.

## 3.11 **Quality Assurance (QA) Support**

### 3.11.1 Quality Assurance

The Government will monitor the Contractor's contract work performance under this SOW by requiring progress reports conducting on-site inspections and inspecting contract deliverables for compliance with TI requirements.

### 3.11.2 Engineering Investigations

The Contractor shall perform on-site engineering investigations to evaluate item reliability, maintainability, availability, logistics support, and configuration status IAW applicable drawing specifications and appropriate status IAW applicable drawing specifications and appropriate Life Cycle Sustainment Plan (LCSP) and CM plans, as specified by TI. The Contractor shall report the results of such investigations along with recommendations and the basis for those recommendations as specified in the TI. The Contractor shall organize and attend on-site working sessions in the fleet to resolve problems and improve performance in the areas of maintenance and operation in order to satisfy the requirements in the TI.

### 3.11.3 ISO Certification

The Contractor shall maintain ISO 9001:2000 Certification, or industry equivalent for the design, development, integration, installation and support.

## 3.12 **Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support – N/A**

## 3.13 **Inactivation and Disposal Support – N/A**

## 3.14 **Interoperability, Test and Evaluation, Trials Support**

### 3.14.1 Test & Evaluation

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

### 3.14.2 Test Plans and Procedures

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

Test and Evaluation Master Plans (TEMP)	As specified by TI
Technical Evaluation (TECHEVAL) Plans	As specified by TI

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Operational Evaluation (OPEVAL) Plans	As specified by TI
System Qualification and First Article	As specified by TI
Qualification Test Plans	As specified by TI
Production Acceptance Test	As specified by TI
Evaluation Plans (PAT&E)	As specified by TI
Quality Evaluation (Surveillance) Test Plans	As specified by TI

The Contractor shall evaluate and annotate test plans originated by other agencies/Contractors provided as GFI. Evaluation of plans and procedures shall be for compliance with specified requirements, for adequacy to demonstrate or control system, subsystem, equipment and component quality and performance, and for ease of implementation, IAW detailed requirements specified by TI. The Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions made. The Contractor shall also develop detailed test procedures implementing test plan requirements in areas that require environmental and biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, mechanical and hydraulic procedures, and thermal procedures.

#### 3.14.3 Test Data Collection/Review/Analysis

The Contractor shall collect, review and analyze system, subsystem, equipment or component test data and perform pre-test methodology analyses in the following categories, as specified by TI:

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

The Contractor shall formulate recommendations, with justification, to correct any system, subsystem, equipment and component performance, quality, maintenance, or mission impacting problems. The Contractor shall recommend improvements to design, configuration, materials, construction, or other criteria as indicated by TI resulting from the test data reviews and deliver those recommendations along with justification for those recommendations to the Government.

#### 3.14.4 Test Monitoring

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

#### 3.14.5 Test Report Preparation

The Contractor shall review, reduce, analyze and interpret raw data produced during test series, as specified by TI. The Contractor shall develop and provide both interim and final reports of laboratory/test site investigations. The Contractor shall be required to integrate text and graphics into the final version. The Contractor shall verify classification markings, format accuracy and provide document control. Specific sections of these reports shall be used as attachments to the final report submitted by the Government.

### **3.15 Measurement Facilities, Range, and Instrumentation Support**

#### 3.15.1 Field Data Analysis

The Contractor shall perform and/or observe portions of field and flight tests at test locations and perform field data analysis on systems, subsystems, equipment software, and components both at NSWC Crane Division and other locations worldwide, as specified by TI. The Contractor shall identify existing Government sources of information, collect available maintenance and/or test data with Government assistance, analyze this data, identify

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trends or problems affecting mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The Contractor shall use maintenance reporting systems that are currently operational within the Government at the date of TI. If such systems do not meet TI requirements, the Contractor shall recommend changes or improvements to these systems for Government consideration.

### 3.15.2 Field Repair

The Contractor shall perform repair and maintenance actions on systems, subsystems, equipment or components at NSWC Crane Division locations and in the Fleet and at shore stations worldwide requiring repair beyond the skill of organizational maintenance personnel, as specified by TI. The Contractor shall analyze the problem, report the problem by electronic communications, request approval to affect repairs, and perform the repair operation. After each such action, and as specified by the TI, the Contractor shall provide a report to the Government to include problem related information (repair action taken, time, date, place, equipment identification, ship or aircraft type and hull or tail number, etc.).

## 3.16 **Integrated Product/Logistics Support**

### 3.16.1 Integrated Product/Logistics Support (IPS/ILS) Management

IPS/ILS management and technical services shall be performed by the Contractor for the system, subsystems, equipment and components specified by TI for each of the logistic elements as defined in MIL-HDBK-502 NOT 1 and ASD (L&MR) Product Support Manager and DAU Integrated Product Support Guidebooks. The Contractor shall analyze program support requirements to ensure that all requirements for IPS/ILS planning and implementation have been adequately addressed, and that planning adequately reflects known operational, design, and support requirements IAW current directives.

#### 3.16.1.1 Life Cycle Sustainment Plans

The Contractor shall generate, implement, review, and maintain Life Cycle Sustainment Plans (LCSP), as specified by the TI. All efforts shall address the standard elements of IPS/ILS. Logistics planning elements may be broken out and assigned as separate tasks by TI.

#### 3.16.1.2 Logistic Support for Acquisition

The Contractor shall provide assistance for completing IPS/ILS requirements by life-cycle phase, and consolidates and incorporate these identified requirements into an IPS/ILS detail specification for the system, identifying specific program initiation, full-scale development, and production and deployment requirements. The IPS/ILS detail specification shall quantify support systems performance parameters and constraints necessary to achieve readiness objectives at the least cost.

#### 3.16.1.3 Independent Logistics Assessment (ILA) Support

The Contractor shall assemble and/or review an ILA documentation package IAW the Logistics Assessment Guidebook and/or requirements as specified by the TI for established Defense Systems Acquisition Review or Program Reviews. The Contractor shall perform, prepare, and/or review ILA audit action item tracking through closeout, and required Milestone Decision Approval. The reviews shall identify any deficiencies in ILS planning for the weapon system, subsystem, equipment and component and recommend corrective actions for these identified deficiencies and document all findings with supporting information for any recommendations made by the Contractor.

### 3.16.2 Technical Data

#### 3.16.2.1 Technical Manuals

The Contractor shall develop and review technical manuals, operations and maintenance procedures, and associated elements IAW MIL-STD-38784A, MIL-HDBK-502 NOT 1, and GFI for compatibility with LMI data, as specified by TI. The Contractor shall prepare and deliver technical manuals to the Government in camera-ready, digital format, compact disc (CD), electronic or other format as specified in the TI.

#### 3.16.2.2 Technical Data Package Support

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IAW MIL-STD-31000, the Contractor shall assist in developing engineering technical data packages, review such packages (furnished as GFI) for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale and upon approval by the Government incorporate those changes into the technical data package. The Contractor shall evaluate these changes for their immediate or potential impact upon the data package. Delivered data packages shall meet the requirements as specified by the TI.

### 3.16.3 Design Interface

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

#### 3.16.3.1 Logistic Management Information (LMI) Preparation

The Contractor shall perform a systematic and comprehensive logistic support analysis on an iterative basis through all phases of the system, subsystem, equipment or component life cycle to satisfy supportability objectives, as specified by TI. The level of detail of the analyses and the timing of task performance shall be tailored to each system, subsystem, equipment or component and shall be responsive to program schedules and milestones. The LMI process shall conform to the requirements of GEIA-STD-0007-A. LMI documentation shall consist of all data resulting from analysis tasks conducted under this standard and shall be the primary source of validated, integrated design related supportability data pertaining to an acquisition program. LMI documentation shall be developed and maintained commensurate with updated design, support and operational concept development; and shall be updated to reflect changes or availability of better information based on testing, configuration changes, and operational concept changes during the acquisition process. Accumulated LMI documentation shall provide an audit trail of supportability and supportability related design analyses and decisions and shall be the basis for actions and documents related to manpower and personnel requirements, training programs, provisioning, maintenance planning, resources allocation, funding decisions, and other logistic support resource requirements. Configuration control procedures shall be established over LMI documentation updates to assure proper coordination among other system engineering programs, the Logistic Support Analysis (LSA) program, and the development of ILS documents using LMI data.

#### 3.16.3.2 Logistic Support Analysis (LSA) and Review

The Contractor shall perform assessments of the conduct and content of the logistics support analysis program with associated data and products for systems, subsystems, equipment and components specified by TI. These assessments shall ensure conformance to GEIA-STD-0007-A and the results of technical analyses of the following: Design, Reliability, Maintainability, Human Engineering, Standardization, Safety, Packaging, Handling, Storage, Transportation, Cost and Time Factors as well as the Design Interface. In addition, the Contractor shall assess the utilization of the LMI database as the sole source of all logistics requirements determinations, logistics/design impact tradeoffs, and level of repair and maintenance plan analysis input data. All findings and recommendations shall be documented with supporting information

#### 3.16.3.3 Reliability

The Contractor shall perform reliability predictions utilizing MIL-HDBK-217F (2) as guidance and submit properly completed Failure Modes and Effects Analysis (FMEA)-Maintainability Information Worksheets utilizing MIL-STD-3034, as described in the TI. The Government will provide the Contractor design, configuration, and mission data and access to Government personnel to enable the Contractor to adequately perform these predictions. The Contractor shall evaluate and annotate reliability predictions prepared by development Contractors and submit them with any supporting information to the Government. For fielded systems, subsystems, equipment and components, the Contractor shall develop, collect, categorize, and summarize field data to verify previous reliability predictions and identify trends and design changes to improve reliability. For



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Non-Developmental Item (NDI) systems, subsystems, equipment and components the Contractor shall perform the same work regarding reliability as specified by the TI.

#### 3.16.3.4 Maintainability

The Contractor shall perform maintainability analyses and prepare maintainability planning documentation IAW MIL-HDBK-470A NOT 1 and MIL-HDBK-472(1) on systems, subsystems, equipment or components as specified by TI. Their tasks involve:

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

The Contractor shall perform/attend maintainability program reviews on systems, subsystems, equipment or components as specified by TI, record and report any discrepancies/problems, formulate recommendations to resolve these discrepancies/problems and submit these recommendations with supporting rationale to the Government.

#### 3.16.3.5 Failure Modes and Effects Analysis

The Contractor shall perform an independent FMEA utilizing MIL-STD-3034 on system, subsystem, equipment or component design and deliver to the Government completed FMEA, as specified by the TI. The Government will provide a complete description of the subject design, its performance requirements and access to the Government design staff.

#### 3.16.3.6 Maintenance Data Analysis

The Contractor shall analyze maintenance data with respect to system, subsystem, equipment or component's reliability and maintainability, as specified by the TI. The Government will provide access to the maintenance data. The Contractor shall provide the results of this analysis IAW individual TI specifications and requirements and involves Mean Time Between Failure (MTBF), replaceable item failure rates, and operational availability.

#### 3.16.3.7 Repair Analysis

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

#### 3.16.3.8 Maintenance Data Collection

For systems, subsystems, equipment and components specified by TI, the Contractor shall collect the Navy's maintenance data with respect to reliability and maintainability. The maintenance data will be provided as GFI. The Contractor shall provide, as specified by the Government, the results of this analysis and shall include MTBF, validation plan for MTBF calculations, replaceable item failure rates, and operational availability (OA) IAW the TI.

### 3.16.4 Supply Support

#### 3.16.4.1 Interim System Support

Specific systems support will be identified in a TI.

##### 3.16.4.1.1 Interim Technical Support

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

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support.

#### 3.16.4.2 Provisioning Support

The Contractor shall review and/or produce Provisioning Technical Data (PTD) IAW GEIA-STD-0007A, as required by the TI. Such data will include Provisioning Parts Lists (PPL), Design Change Notices (DCN), Long Lead Time Items Lists (LLTIL), Interim Support Items List (ISIL), and Repairable Items Lists (RIL). For these equipments, the Contractor shall make recommendations regarding the range and depth of items to be stocked, as well as their source, maintenance, and recoverability aspects. The Contractor shall review Source, Maintenance, and Recoverability (SM&R) codes for applicability and accuracy IAW the supported service guidance. This shall involve utilizing maintenance plans, phased support plans, site/unit activation schedules and weapons systems planning documents to determine or evaluate the support material list, Contractor support, and repair of repairable requirements. The Contractor shall provide additional supply support to maintain, update and/or review existing supply support processes and to alleviate defined deficiencies. This shall include investigations, reviews, and evaluations of parts utilization data, Defense Logistics Support Center screening requirements, improved supply procedures to affect a more efficient system, and inventory control point effectiveness.

#### 3.16.4.3 Automated Identification Technology (AIT)

##### 3.16.4.3.1 Unique Identification (UID)

The Contractor shall provide the capability to properly mark designated components and assemblies with UID labels and upload Item Unique Identification (IUID) data into the UID registry in accordance with the program's IUID Implementation Plan and/or MIL-STD-130N.

##### 3.16.4.4 Supply Chain Management

The Contractor shall input/upload logistics support data into the Navy Integrated Product Data Manager (iPDM) database; <https://ipdm.navy.mil>. iPDM data management support tasking will include the following: input and maintenance of technical data including drawings, vendor item descriptions, parts lists, program documentation, technical manuals, Preventive Maintenance Inspections (PMIs), Functional Verification Test (FVT) documentation, and procedures that reflect past (archived) and current baselines of each system supported; input and monitor the flow and integrity of data within the Trouble Report, Parts Requests, and Return Material Authorizations (RMA) Modules and Part and Drawing configuration tables in iPDM; provide assistance and guidance to the iPDM website lead programmer and system administrator with defining and implementing current and emerging website modifications as required; photograph, upload, and link high resolution images of customer select equipment and material piece parts; assist with the development, review and revision of the iPDM desktop guide, Trouble Report, Part Ordering, Part Requests, and RMA Procedure, Standard Operating Procedure(s) (SOP), and product data management processes and plans as required; asset tracking of warranty managed and customer select serial numbered items; coordination and monitoring of the transport of RMA items entered into iPDM for repair/replacement; coordination and monitoring of the production control system module (Repair Traveler); assist with efforts to develop, review, revise iPDM training materials and curricula (e.g. Computer Based Training) for the training of website users, i.e. Trainer/Installers, Field Service Representatives, Logisticians, and government and/or contractor support personnel; provide iPDM On-The-Job (OJT) training as required to other assigned government and/or contractor support personnel; and participate in local and off-site working group meetings, Program Management Reviews (PMRs), and teleconferences with NSWC Crane, Program Office, and other Contractor support personnel as required to address technical/product data management issues and concerns.

#### 3.16.5 Support Equipment

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

#### 3.16.6 Packaging, Handling, Storage and Transportation

The Contractor shall perform reviews, analyses, evaluations, and planning for packaging, handling, storage, and

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

### 3.16.7 Sustaining Engineering

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

#### 3.16.7.1 Failure and Field Performance Analysis

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

### 3.16.8 Maintenance Planning and Management

Using GFI, the Contractor shall perform engineering analyses or technical assessments of maintenance concepts and plans IAW MIL-HDBK-502 NOT 1. The maintenance concept and specific logistic support resources required at each maintenance level shall be examined to ensure the plan is consistent with overall mission requirements. The Contractor shall prepare and submit a report on this analysis with respect to mission requirements, and shall provide recommendations as to any modifications and shall provide supporting information and rationale. With GFI, the Contractor shall, as specified by TI, prepare maintenance plans for specified systems, and perform Logistic Management Information (LMI) Analyses IAW MIL-HDBK-502 NOT 1.

#### 3.16.8.1 Maintenance Plan Technical Assessment

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

#### 3.16.8.2 Depot Planning

The Contractor shall prepare plans for the development and formal certification of maintenance depots and designated overhaul points IAW and as specified by TI. Each plan shall define how certification will be performed, the participants and their responsibilities, schedule milestones, and shall contain requirements for reports and records. The Contractor shall review the depot's technical and maintenance overhaul and repair standards, control manuals, work instructions, and other published technical data used by technicians during overhaul and repair of equipment. Review shall be for compliance with requirements specified in the TI. The Contractor shall record results of depot and DOD certification audits and prepares reports for the Government, as required by TI.

#### 3.16.9 Facilities

The Contractor shall identify facility requirements necessary for system, subsystem, equipment or component operation and maintenance IAW NAVFACINST 11010.45, OPNAVINST 11010.20F and GFI, as specified by TI and Logistic Support Analyses. This identification 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.

#### 3.16.10 Manpower and Personnel

The Contractor shall develop, maintain, and implement manpower and personnel requirements resulting from

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Logistic Support Analyses IAW GFI, as specified by TI. The Contractor shall identify the necessary quantity and skill levels for personnel requirements compatible with the complexity of operational and maintenance tasks specified by TI.

### **3.17 Supply and Provisioning Support**

#### **3.17.1 System Support**

Specific systems support will be identified in a TI.

##### **3.17.1.1 Spares**

As specified in a TI, the Contractor shall purchase, lease, assemble, integrate, ship, install, test, maintain and provide spares for hardware, software, firmware and any other materials required to support systems engineering.

##### **3.17.1.2 Technical Support**

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

#### **3.17.2 Supply Support**

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

#### **3.17.3 Support Equipment**

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

#### **3.17.4 Packaging, Handling, Storage and Transportation**

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

### **3.18 Training Support**

#### **3.18.1 Technical Manuals, Publications, and Training Support**

As identified in a TI, the Contractor shall prepare or modify technical manuals and training for systems, subsystems, equipment or components to conform to the requirements specified in Tis. The Contractor shall prepare and deliver technical manuals and training materials to the Government in camera-ready, digital format, compact disc (CD), electronic or other format as specified in the TI. As specified in a TI, training will be

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delivered by several means to include seminars, workshops, videos, on-the-job training, workplace mentoring/apprenticeships, and internet-based training as well as formal courses and curricula.

### 3.18.2 Training

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

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

### 3.19.1 Engineering Analyses

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

### 3.19.2 Associated Documentation

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

### 3.19.3 On-Site Alterations of Deployed Equipment

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

## 3.20 **Program Support**

### 3.20.1 Program Management Support

#### 3.20.1.1 Management Process

The Contractor shall provide plans for Program Management, Contract Management and Operational Management of all assigned tasks. The Contractor shall provide program management support for engineering services and acquisition engineering for C4I and electronic systems, subsystems, equipment and components. This support shall include tasks in planning, organizing, technical analysis and recommendations, and reporting. These tasks involve:

- (a) Tentative Operational Requirements Papers
- (b) Operational Requirements Papers
- (c) Development Options Papers
- (d) Work Unit Summaries
- (e) Work Assignment Summaries
- (f) System Concept Papers
- (g) Decision Coordinating Papers
- (h) Integrated Program Summaries
- (i) Critical Path Networks
- (j) Mission Needs Statements
- (k) Requirements Definitions
- (l) Systems Integration Concepts
- (m) Interoperability/Resolution Issues

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- (n) Operational Capabilities-Based Documents
- (o) Financial management including financial analysis
- (p) Preparation of required monthly reports and messages
- (q) Drafting minutes of managers' and other meetings
- (r) Research, analysis and reporting of program obligation rates
- (s) Preparation of analytic white papers on program issues
- (t) Preparation of graphical materials to aid understanding of program issues
- (u) Maintenance of historical files of program documentation
- (v) Preparation of Charters

### 3.20.2 Program Documentation and Schedules

The Contractor shall prepare documents for use by the sponsor to include program information papers and briefings for upper management as well as the Services. The Contractor shall prepare analyses of program schedules to include design, integration and testing and milestones. The Contractor shall maintain program information files including program plans, schedules and progress/evaluation reports. Files shall be maintained as readily accessible through electronic media.

### 3.20.3 Plan of Action and Milestones (POAM)

The Contractor shall develop the (POA&M) which shall include: Project Schedule, identification of all proposed tasks, key milestones, critical path items, task relationships, assigned resources, resource usage, Government Furnished Resource (GFR) requirements, sub-contract activities, deliverables and anticipated travel.

### 3.20.4 Earned Value Management System (EVMS)

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

### 3.20.5 Operations Management

The Contractor shall effectively and efficiently manage processes, planning, and schedule; use and control organizational study concepts from design, engineering, industry, information systems, quality, production, inventory, accounting and all other functions affecting the organization. Produce value-added activities that transform inputs into outputs, utilizing economic market opportunities to ensure optimal operational performance. Management, measurement, analysis, control, and evaluation of collective concepts and best practice processes will be required to provide responsive personnel support as required. The Contractor shall attentively perform operational observations and assessments of external circumstances, analytics and creativeness in facilitating, fulfilling, and maintaining personnel and product resource solutions.

### 3.20.6 Meeting Representation

The Contractor shall provide qualified personnel to attend design reviews, technical problem meetings, user conferences, and program status reviews, as specified by TI. The Contractor may represent the Government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper; however the Contractor shall never function for the Government in voting or other decision-making capacity. The individuals shall present briefings and record and distribute minutes, as well as complete assigned action items or short term specific assignments resulting from these meetings.

### 3.20.7 Contractor & Government Meetings

As determined by the Contracting Officer (KO), the Contractor's Representative(s) may be required to meet with the KO and the COR on a periodic basis. The Contractor's representative, KO and COR shall sign the Government's written minutes of these meetings. The Contractor shall state any areas of non-concurrence in writing to the KO within ten (10) working days after receipt of the signed minutes.

### 3.20.8 Integrated Product Team (IPT) Support

The Contractor shall provide management and technical services for IPT support as specified by TI. This effort will consist of announcing and coordinating IPT meetings; arranging for facilities, billeting, equipment and other

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materials necessary for the meeting; preparing agenda and coordinating presentations; creating briefing materials; making presentations and fielding logistic associated questions; recording and publishing minutes and action items from meetings; and developing and maintaining an action item tracking system for specified equipment.

**3.21 Functional and Administrative Support – N/A**

**3.22 Public Affairs and Multimedia Support – N/A**

**4.0 GOVERNMENT FURNISHED ITEMS**

**4.1 Government Furnished Information**

The GFI will be provided when the Contractor has a requirement for special or specific Government information per specific tasking and as instructed by the TI.

**4.2 Government Furnished Material**

The GFM will be provided when the Contractor has a requirement for special or specific Government material for specific tasking and as instructed by the TI.

**4.3 Government Furnished Equipment**

The Government Furnished Equipment (GFE) will be provided when the Contractor has a requirement for special or specific Government equipment per specific tasking and as instructed by the TI. A list of historically provided GFE can be found as **Attachment 9** in Section J.

**4.4 Government Furnished Facilities**

The Contractor shall be required to have a building and facilities within a forty-five (45) minute drive of NSWC Crane to allow for a sufficient commute. The Contractor shall provide personnel to perform services at Contractor facility; NSWC Crane, building 3373, building 41, or any other off-site locations required to complete mission goals. Off-site locations may be in the Continental United States (CONUS) or Outside the Continental United States (OCONUS) locations. Contractor personnel at NSWC Crane shall be authorized access to NMCI owned/Government owned equipment, which shall be utilized during the performance of tasks stated in this TO. This shall include a personal computer/printer with appropriate software (i.e. Microsoft Office), desk, and use of telephone with long distance/voice mail capability for official Government business, as required. Contractor personnel at NSWC Crane may be required to periodically relocate as office areas are moved to conform to re organizations within the NSWC Crane Division or continuous improvement process changes to improve efficiency.

**4.5 Government Owned Vehicles**

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

**5.0 DELIVERABLES**

All data deliverables shall be made as specified and in Contractor format unless otherwise directed. All

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deliverables shall be submitted to the COR referenced in Section G.

Contracting Officer's Representative (COR)

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Requiring Technical Activity (RTA)

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**CDRL: A001**

DID Number: DI-MGMT-80368A

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

Applicable SOW Para: 3.20.1.1

**CDRL: A002**

DID Number: DI-FNCL-80331A

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

Applicable SOW Para: 3.20.1.1

**CDRL: A003**

DID Number: DI-ADMN-81249A

DID Title: Conference Agenda

Applicable SOW Para: 3.20.6, & 3.20.8

**CDRL: A004**

DID Number: DI-ADMN-81250A

DID Title: Conference Minutes

Applicable SOW Para: 3.20.6, & 3.20.8

**CDRL: A005**

DID Number: DI-ADMN-81373

DID Title: Presentation Material

Applicable SOW Para: 3.20.6, 3.20.8

**CDRL: A006**

DID Number: DI-NDTI-80566A

DID Title: Test Plan

Applicable SOW Para: 3.7.8, 3.7.9, 3.14.1, 3.14.2, 3.14.3, 3.14.5, & 3.14.6

**CDRL: A007**

DID Number: DI-MISC-80208

DID Title: Summary Report

Applicable SOW Para:

**CDRL: A008**

DID Number: DI-MISC-80508B

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

Applicable SOW Para: 6.2



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**CDRL: A009**

DID Number: DI-MGMT-81797

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

Applicable SOW Para: 3.20.3

**CDRL: A010**

DID Number: DI-MGMT-80004A

DID Title: Management Plan

Applicable SOW Para: 3.20.1, 3.20.2, & 3.20.3

**CDRL: A011**

DID Number: DI-MISC-80208

DID Title: Life Cycle Management Plan

Applicable SOW Para: 3.20.1

**CDRL: A012**

DID Number: DI-MCCR-80700

DID Title: Computer Software Product End Items

Applicable SOW Para:

**CDRL: A013**

DID Number: DI-MISC-80508B

DID Title: Technical Report-Study/Services

Applicable SOW Para: 3.1.1.3, 3.2.8, 3.3.4, 3.5.3, 3.6.1.1, 3.7.6, 3.7.10, 3.7.11, 3.7.14, 3.16.8, & 3.16.9

**CDRL: A014**

DID Number: DI-MGMT-81650

DID Title: Integrated Master Schedule (IMS)

Applicable SOW Para: 3.20.4

**CDRL: A015**

DID Number: DI-MGMT-81334D

DID Title: Contract Work Breakdown Structure (WBS)

Applicable SOW Para: 3.20.4

**CDRL: A016**

DID Number: DI-FNCL-80331A

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

Applicable SOW Para:

**CDRL: A017**

DID Number: DI-MGMT-80368A

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

Applicable SOW Para:

**CDRL: A018**

DID Number: DI-MGMT-80368A

DID Title: Status Report (Employee Report)

Applicable SOW Para:

**CDRL: A019**

DID Number: DI-SAFT-80102B

DID Title: Safety Assessment Report (SAR)

Applicable SOW Para:

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**CDRL: A020**

DID Number: DI-SAFT-80101B

DID Title: System Safety Hazard Analysis Report (SSHA)

Applicable SOW Para:

**CDRL: A021**

DID Number: DI-SAFT-81626

DID Title: System Safety Program Plan (SSPP)

Applicable SOW Para:

**6.0 SPECIAL PROVISIONS**

**6.1 Security**

The work to be performed under this TO as delineated in the attached DD254, involves access to, handling of and generation of classified material up to and including **TOP SECRET**. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. 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 IAW the provisions of this performance work statement and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

**6.2 Travel**

**6.2.1 Travel Requirements**

The Contractor may be required to travel throughout the Continental United States (CONUS) and to locations Outside of the Continental United States (OCONUS). All travel requests for Contractor's travel will be authorized by a COR/KO approved Travel Authorization (TA) unless specified on TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than 14 days after completion of the trip. For trips made to OCONUS locations that are so designated per the Defense Base Act (DBA), the Contractor is authorized to bill for DBA liability insurance.

**6.2.2 Travel Authorization**

Any travel undertaken by the Contractor for performance of TO Modification, TI, and/or TA must have prior authorization by the COR and KO (as stated in each TO Modification or TI and/or TA).

**6.2.3 OCONUS / High Risk Areas**

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

**6.2.4 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 request to/through the COR for appropriate action.

**6.3 Contracting Officer 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 order(s).

**6.4 Alternative Contracting Officer Representative (ACOR) N/A**

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### **6.5 Requiring Technical Activity (RTA)**

The RTA contacts are Functional Managers, Task Managers and Project Managers which will be identified in individual TIs.

### **6.6 Safety and Health**

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

### **6.7 Hazardous Materials**

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

### **6.8 Control of Contractor Personnel**

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

### **6.9 Identification Badges**

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

### **6.10 Accident Reporting**

The Contractor shall maintain an accurate record of and shall report all accidents to the COR and Contracting Officer.

### **6.11 Smoking Regulations**

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

### **6.12 Release of Information**

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

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### **6.13 Privacy Act**

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

### **6.14 Damage Reporting**

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

### **6.15 Non-Personal Services**

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

#### **6.15.1 Contractor Identification**

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

### **6.16 Investigations**

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

#### **6.20.1 Compressed Work Schedule**

The Contractor shall be permitted to utilize a compressed work schedule for their employees working at NSWCC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the

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

#### 6.20.2 Flexitime

The Contractor shall be permitted to utilize a Flexitime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flexitime schedule allows a starting time between the hours of 0600 and 0900, with a quitting time eight and one-half hours after the clock-in time (1430 to 1730). The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flexitime 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 COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges 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.
Presidents's Birthday	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 the using activity.

#### 6.20.4 Overtime

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

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#### 6.21 Continuous Improvement

The Contractor shall support the NSWC Crane Continuous Improvement program. The Contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The Contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The Contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

#### 6.22 Information Non-Disclosure

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

#### 6.23 Licenses, Certifications, and Training

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

#### 6.24 Existing Conditions

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

#### 6.25 Data Rights

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

### **7.0 PLACE OF PERFORMANCE**

Workload being performed at NSWC Crane Division requires that the Contractor have facilities within a 45 minute radius of NSWC Crane. There will be workload performed at off-site locations as well as a requirement for travel to and from off-site locations. The Contractor's located at NSWC Crane will have Government facilities available and will be authorized access to Navy Marine Corps Intranet (NMCI) Information Technology (IT)/Government owned equipment to perform assigned tasking. This equipment may include a personal computer/printer with appropriate software, telecopier, xerographic equipment, desk and use of a telephone with long distance and voice mail for official Government business, as required. The Contractor will be given access to specific Department of Defense web sites that require Personal Key Infrastructure (PKI) cryptographic logon for access.

Specific Facility Requirements: There is a requirement that the Contractor have off base general office spaces capable of accommodating contractor personnel. There is an additional requirement for work stations/spaces for high bay and assembly integration areas and laboratory spaces. Facility will be required to have truck docks for loading and unloading. There is a requirement for overhead rollup doors approximately 12 ft wide by 17 ft high for high bay integration efforts. There is a requirement for approximately 55,000 square feet of secure indoor integration/production space and approximately 20, 000 square feet of additional indoor storage. A significant portion of the inside integration/production space must have ceiling heights of 15 to 20 feet to accommodate towers. There is a requirement for approximately 23,000 square feet of inside secure management/inventory space for pilferable GFE/GFM to be integrated onto platforms. There is a requirement to access at least 8,000 square

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feet of Open SECRET laboratory/production space and 15,000 square feet of additional secure laboratory space. The indoor facility space needs to be climate controlled, controlled access via security system(s), and have proper safety equipment such as eyewash stations and Personal Protection Equipment. There is a requirement for 100,000 square feet of enclosed and secure outside storage for testing; integration of various ISR platforms; and storage of large subsystems such as towers, generators, and trailers. The outside storage requirement can be fulfilled with additional inside storage. All facilities must be available within 60 days following time of award of contract. The contractor must hold a current Communication Security (Comsec) storage capability and maintain an Electronic Key Management System (EKMS) account.

Contractor personnel along with its facilities should have experience on United States Marine Corps (USMC) and Special Operations Command (SOCOM) programs; as well as experience with Urgent Universal Needs Statement (UUNS), ACAT 3, and ACAT 4 programs. Some experience should also include integration of and/or limited production of ground bases Intelligence, Surveillance, and Reconnaissance (ISR) systems.

Workload that is to be performed at the Contractor's facility requires that the Contractor provide all necessary facilities, facility service agreements, contracts, sub contracts, and ancillary arrangements to sustain the facility and daily operations. Examples include the following:

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

#### **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-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

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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.

**HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated **14 February 2013** in response to NAVSEA Solicitation **N00024-13-R-3022**.



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(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime 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.

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(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-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)**

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006  
(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and; (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

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(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS;
- (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
- (viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).
- (ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

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<u>Printing</u>	<u>Minimum number of working Days required by DAPS</u>
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

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

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

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

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

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

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

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.

### **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)

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

### **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) **CLIN 4999** - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as **Attachment 1** in Section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/8/2013 - 8/7/2014
4200	8/8/2014 - 8/7/2015
4201AA	8/8/2014 - 8/7/2015
4201AB	8/8/2014 - 9/30/2014
4201AC	8/8/2014 - 9/30/2014
4201AD	8/8/2014 - 9/30/2014
4201AE	8/8/2014 - 8/7/2015
4201AF	8/12/2014 - 8/7/2015
4201AG	9/23/2014 - 8/7/2015
4201AH	9/23/2014 - 7/31/2015
4201AJ	11/4/2014 - 8/7/2015
4201AK	11/26/2014 - 8/7/2015
4201AL	11/26/2014 - 8/7/2015
4201AM	4/23/2015 - 8/7/2015
4201AN	5/13/2015 - 8/7/2015
6000	8/8/2013 - 8/7/2014
6200	8/8/2014 - 8/7/2015
6201AA	8/8/2014 - 8/7/2015
6201AB	8/8/2014 - 9/30/2014
6201AC	8/8/2014 - 8/7/2015
6201AD	8/12/2014 - 9/30/2014
6201AE	9/23/2014 - 8/7/2015
6201AF	9/23/2014 - 7/31/2015
6201AG	10/10/2014 - 8/7/2015
6201AH	11/4/2014 - 8/7/2015
7000	8/8/2015 - 8/7/2016
7001AA	8/8/2015 - 8/7/2016
7001AB	8/8/2015 - 8/7/2016
7001AC	8/8/2015 - 9/30/2015
7001AD	9/11/2015 - 9/30/2015
7001AE	9/11/2015 - 9/30/2015
7001AF	9/11/2015 - 9/30/2015
7001AG	9/11/2015 - 9/30/2015
7001AH	12/1/2015 - 8/7/2016
7001AJ	12/1/2015 - 8/7/2016
7001AK	12/1/2015 - 8/7/2016
7001AL	2/18/2016 - 8/7/2016
7001AM	2/18/2016 - 8/7/2016
9000	8/8/2015 - 8/7/2016

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9001AA	8/8/2015 - 8/7/2016
9001AB	8/8/2015 - 8/7/2016
9001AC	12/1/2015 - 8/7/2016
9001AD	12/1/2015 - 8/7/2016
9001AE	3/11/2016 - 8/7/2016

All provisions and clauses in SECTION F of the basic contract apply to this TO, unless otherwise specified in this TO.

**CLAUSES INCORPORATED BY REFERENCE**

<b><u>FAR</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.242-15	Stop-Work Order (Aug 1989) (Alt 1)	(Apr 1984)

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

4000	8/8/2013 - 8/7/2014
4200	8/8/2014 - 8/7/2015
4201AA	8/8/2014 - 8/7/2015
4201AB	8/8/2014 - 9/30/2014
4201AC	8/8/2014 - 9/30/2014
4201AD	8/8/2014 - 9/30/2014
4201AE	8/8/2014 - 8/7/2015
4201AF	8/12/2014 - 8/7/2015
4201AG	9/23/2014 - 8/7/2015
4201AH	9/23/2014 - 7/31/2015
4201AJ	11/4/2014 - 8/7/2015
4201AK	11/26/2014 - 8/7/2015
4201AL	11/26/2014 - 8/7/2015
4201AM	4/23/2015 - 8/7/2015
4201AN	5/13/2015 - 8/7/2015
6000	8/8/2013 - 8/7/2014
6200	8/8/2014 - 8/7/2015
6201AA	8/8/2014 - 8/7/2015
6201AB	8/8/2014 - 9/30/2014
6201AC	8/8/2014 - 8/7/2015
6201AD	8/12/2014 - 9/30/2014
6201AE	9/23/2014 - 8/7/2015



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6201AF	9/23/2014 - 7/31/2015
6201AG	10/10/2014 - 8/7/2015
6201AH	11/4/2014 - 8/7/2015
7000	8/8/2015 - 8/7/2016
7001AA	8/8/2015 - 8/7/2016
7001AB	8/8/2015 - 8/7/2016
7001AC	8/8/2015 - 9/30/2015
7001AD	9/11/2015 - 9/30/2015
7001AE	9/11/2015 - 9/30/2015
7001AF	9/11/2015 - 9/30/2015
7001AG	9/11/2015 - 9/30/2015
7001AH	12/1/2015 - 8/7/2016
7001AJ	12/1/2015 - 8/7/2016
7001AK	12/1/2015 - 8/7/2016
7001AL	2/18/2016 - 8/7/2016
7001AM	2/18/2016 - 8/7/2016
9000	8/8/2015 - 8/7/2016
9001AA	8/8/2015 - 8/7/2016
9001AB	8/8/2015 - 8/7/2016
9001AC	12/1/2015 - 8/7/2016
9001AD	12/1/2015 - 8/7/2016
9001AE	3/11/2016 - 8/7/2016

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

4100	8/8/2013 - 8/7/2014
4300	8/8/2014 - 8/7/2015
6100	8/8/2013 - 8/7/2014
6300	8/8/2014 - 8/7/2015
7100	8/8/2015 - 8/7/2016
9100	8/8/2015 - 8/7/2016

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

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

### CLAUSES INCORPORATED BY REFERENCE:

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.204-7006 Billing Instructions (OCT 2005)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)

### CONSENT TO CONTRACT

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

The following subcontractors are approved on this TO:

Advanced Automation Corporation  
Alion – IPS Corporation  
Applied Logistics Services, Inc.  
Bowhead Science and Technology LLC  
CACI Technologies, Inc.  
JRC Integrated Systems, Inc.  
Kinetic Resolve LLC  
Next Wave Systems, Inc.  
PRN Associates, Inc.  
Raydar and Associates, Inc.  
Scientia LLC  
Stimulus Engineering Services, Inc.  
Tri-County Steel, Inc.  
U.S. Tower Corporation  
WEM Engineering Inc.

### ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the Subline Item Number (SLIN) level. SLINs are established sequentially by the SeaPort-e software.

### SECURITY ADMINISTRATION

The highest level of security required under this TO is **TOP SECRET** as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

### HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the

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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.

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#### **HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE**

CONTRACTING OFFICER'S REPRESENTATIVE:

[REDACTED]

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

#### **HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

PURCHASING OFFICE REPRESENTATIVE:

[REDACTED]

#### **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) 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 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.

#### **252.232-7006 Wide Area WorkFlow Payment Instructions.**

As prescribed in [232.7004\(b\)](#), use the following clause:

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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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338, DFAS Columbus Center, South
Issue By DoDAAC	N00164
Admin DoDAAC	S2404A, DCMA Manassas

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Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA50W
Other DoDAAC(s)	N/A

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

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

COR Email: whitney.dyer@navy.mil

(g) *WAWF point of contact.*

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

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

### **SPECIAL INVOICE INSTRUCTIONS**

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLINs and ACRNs as identified in Sections B, F, & G.

### **PAYMENT INSTRUCTIONS:**

#### **PAYMENT INSTRUCTIONS (PGI 204.7108(d)(1))**

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.

#### **CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)**

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The

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contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a User ID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, E-mail Address.

## TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: [REDACTED] per year

Maximum Pass-Thru Rate: [REDACTED] Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed [REDACTED]

Maximum Fee: [REDACTED] on Prime Costs

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

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

## CNIN-G-0001                      Invoicing Documentation for Cost Vouchers                                      (JULY 2015)

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

Cost Elements	
Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative

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

Accounting Data

SLINID	PR Number	Amount
400001	1300372719	3550000.00
LLA :		
AA 1731106 1A2A 252 67854 067443 2D M95450 3RCZQJ5811PR		
Standard Number: M9545013RCZQJ58 (AA)		
Funding in support of TI-0001. Note: 10 U.S.C. 2410a Authority is applicable. Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modification, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.		
600001	1300372719	50000.00
LLA :		
AA 1731106 1A2A 252 67854 067443 2D M95450 3RCZQJ5811PR		
Standard Number: M9545013RCZQJ58 (AA)		
Funding in support of TI-0001(G-BOSS). Note: 10 U.S.C. 2410a Authority is		

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applicable. Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modification, or through the end date of the period of performance for CLIN 6000, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

BASE Funding 3600000.00  
Cumulative Funding 3600000.00

MOD 01

400002 1300379594 1056578.00

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

In support of TI 0001.

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

400003 1300379592 1599180.00

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

In support of TI 0002. (ACRN Increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

600002 1300379594 150000.00

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

In support of TI 0001. (ACRN Increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 6000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

600003 1300379592 238428.00

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

In support of TI 0002. (ACRN Increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 6000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

MOD 01 Funding 3044186.00  
Cumulative Funding 6644186.00

MOD 02

400004 130039124200001 300000.00

LLA :

AC 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ23111PR

Standard Number: M9545014RCZQ231 (AA)

In support of TI 0001.

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 15 January 2014, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 15 January 2014.

400005 130039225400001 148598.31

LLA :



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AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002039950

Standard Number: M9545014WRBC289

In support of TI 0003.

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2014.

600004 130039124200002 60000.00

LLA :

AC 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ23111PR

In support of TI 0001. (ACRN Increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 6000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2014.

600005 130039225400002 353.62

LLA :

AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002039950

Standard Number: M9545014WRBC289

In support of TI 0003. (ACRN Increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 6000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2014.

MOD 02 Funding 508951.93

Cumulative Funding 7153137.93

MOD 03

400006 130039607800001 2850000.00

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR

Contractor may NOT perform against this SLIN after 30 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

400007 130039499200001 426000.00

LLA :

AF 2132035 000 A22A J M8010 1A VREF 2 52G001044310 600300010720010443106 021001

Standard Number: 0010443106 (AA)

Contractor may NOT perform against this SLIN after 7 August 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

600006 130039607800002 150000.00

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR

Contractor may NOT perform against this SLIN after 30 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

600007 130039499200002 20000.00

LLA :

AF 2132035 000 A22A J M8010 1A VREF 2 52G001044310 600300010720010443106 021001

Standard Number: 0010443106 (AA)

Contractor may NOT perform against this SLIN after 7 August 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 03 Funding 3446000.00

Cumulative Funding 10599137.93

MOD 04 Funding 0.00

Cumulative Funding 10599137.93

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MOD 05

400008 130040544300001 9219.76

LLA :

AG 9730400 1120 P31 62 04 0 3 251C 9 6KM97 049447 DWAM 3 0214 049447

Standard Number: DWAM30214

Contractor may NOT perform against this SLIN after 31 May 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 05 Funding 9219.76

Cumulative Funding 10608357.69

MOD 06

400006 130039607800001 (750000.00)

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR

Contractor may NOT perform against this SLIN after 30 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4201AA 130042448600001 361550.00

LLA :

AH 9740400 1120 P41 62 04 0 3 251C 9 6KM97 049447 DWAM4 1191 049447

Standard Number: DWAM41191

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.

4201AB 130042081300001 543000.00

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR

Standard Number: M9545014RCZQ300 (AA)

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.

4201AC 130041954500001 433000.00

LLA :

AC 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ231111PR

Standard Number: M9545014RCZQ231 (AA)

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.

4201AD 130041175600001 79235.82

LLA :

AJ 1721109 6438 253 67854 067443 2D 6438B2 3RC26E2512X9

Standard Number: M9545013RC26E25 (AA)

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.

6201AA 130042448600002 30000.00

LLA :

AH 9740400 1120 P41 62 04 0 3 251C 9 6KM97 049447 DWAM4 1191 049447

Standard Number: DWAM41191

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.

6201AB 130042466300001 25000.00

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR

Standard Number: M9545014RCZQ300 (AA)

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.

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MOD 06 Funding 721785.82  
Cumulative Funding 11330143.51

MOD 07

400005 130039225400001 (25000.00)

LLA :

AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002039950

Standard Number: M9545014WRBC289

In support of TI 0003.

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2014.

400007 130039499200001 (285348.43)

LLA :

AF 2132035 000 A22A J M8010 1A VREF 2 52G001044310 600300010720010443106 021001

Standard Number: 0010443106 (AA)

Contractor may NOT perform against this SLIN after 7 August 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4201AE 130043299700001 2104000.00

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR

Standard Number: M9545014RCZQ300 (AA)

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.

6201AC 130043299700002 80000.00

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR

Standard Number: M9545014RCZQ300 (AA)

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 07 Funding 1873651.57  
Cumulative Funding 13203795.08

MOD 08

4201AF 130044181100001 25000.00

LLA :

AK 1741109 4767 310 67854 067443 2D 476700 4RC449151224

Standard Number: M9545014RC44915 (AA)

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.

6201AD 130044150200001 14500.00

LLA :

AL 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002404187

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 08 Funding 39500.00  
Cumulative Funding 13243295.08

MOD 09

4201AG 130044899400001

255348.43

LLA :

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AF 2132035 000 A22A J M8010 1A VREF 2 52G001044310 600300010720010443106 021001  
Standard Number: MIPR0010443106  
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.

4201AH 130044899500001 215000.00

LLA :

AN 2142020 A5X HS 12 1 034VFR E 310L 0 010568351 A. 0017099.5.2 021001

Standard Number: MIPR4K10568351

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.

6201AE 130044899400002 30000.00

LLA :

AF 2132035 000 A22A J M8010 1A VREF 2 52G001044310 600300010720010443106 021001

Standard Number: MIPR0010443106

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.

6201AF 130044899500002 30000.00

LLA :

AN 2142020 A5X HS 12 1 034VFR E 310L 0 010568351 A. 0017099.5.2 021001

Standard Number: MIPR4K10568351

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 09 Funding 530348.43

Cumulative Funding 13773643.51

MOD 10

400002 130037959400001 (922338.97)

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

In support of TI 0001.

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or  
through the end date of the period of performance for CLIN 4000, whichever occurs  
first. Contractor may continue to invoice after this date, but only for work  
performed up through and including 30 September 2015.

400003 130037959200001 (960615.91)

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

In support of TI 0002. (ACRN Increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or  
through the end date of the period of performance for CLIN 4000, whichever occurs  
first. Contractor may continue to invoice after this date, but only for work  
performed up through and including 30 September 2015.

600003 130037959200002 (173779.77)

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

In support of TI 0002. (ACRN Increase)

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or  
through the end date of the period of performance for CLIN 6000, whichever occurs  
first. Contractor may continue to invoice after this date, but only for work  
performed up through and including 30 September 2015.

6201AG 130045749000001 20202.19

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

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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 10 Funding -2036532.46  
Cumulative Funding 11737111.05

MOD 11

4201AJ 130045936600002 1805534.65

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

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.

6201AH 130045936600001 250000.00

LLA :

AB 1731109 6438 252 67854 067443 2D 6438SB 3RC3607911FV

Standard Number: M9545013RC36079 (AA)

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 11 Funding 2055534.65  
Cumulative Funding 13792645.70

MOD 12

4201AK 130046444800001 40000.00

LLA :

AP 1751106 1A2A 252 67854 067443 2D M95450 5RCBC40012OL

Standard Number: M9545015RCBC400 (AA)

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.

4201AL 130046316200001 947720.00

LLA :

AQ 1751106 1A2A 252 67854 067443 2D M95450 5RCZQ20211PR

Standard Number: M9545015RCZQ202 (AA)

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 12 Funding 987720.00  
Cumulative Funding 14780365.70

MOD 13 Funding 0.00  
Cumulative Funding 14780365.70

MOD 14

4201AM 130049472700001 450000.00

LLA :

AR 2152020 A5X HS 11 4 018VFR E 310L 0 010687325 A. 0021715.2.1 021001

Standard Number: MIPR 10687325

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 14 Funding 450000.00  
Cumulative Funding 15230365.70

MOD 15

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4201AN 130049570000001 718000.00

LLA :

AS 1751106 1A2A 252 67854 067443 2D M95450 5RCZQ24211PR

Standard Number: M9545015RCZQ242 (AA)

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 15 Funding 718000.00

Cumulative Funding 15948365.70

MOD 16 Funding 0.00

Cumulative Funding 15948365.70

MOD 17

7001AA 130051740000001 400000.00

LLA :

AR 2152020 A5X HS 11 4 018VFR E 310L 0 010687325 A. 0021715.2.1 021001

Standard Number: MIPR 10687325

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through 7 August 2016, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7001AB 130051604000001 2734170.00

LLA :

AS 1751106 1A2A 252 67854 067443 2D M95450 5RCZQ24211PR

Standard Number: M9545015RCZQ242 (AA)

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through 7 August 2016, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7001AC 130051949300001 225000.00

LLA :

AT 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003013967

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 130051740000002 50000.00

LLA :

AR 2152020 A5X HS 11 4 018VFR E 310L 0 010687325 A. 0021715.2.1 021001

Standard Number: MIPR 10687325

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through 7 August 2016, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001AB 130051604000002 175000.00

LLA :

AS 1751106 1A2A 252 67854 067443 2D M95450 5RCZQ24211PR

Standard Number: M9545015RCZQ242 (AA)

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through 7 August 2016, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period

MOD 17 Funding 3584170.00

Cumulative Funding 19532535.70

MOD 18

7001AD 130052777500001 17000.00

LLA :

AS 1751106 1A2A 252 67854 067443 2D M95450 5RCZQ24211PR

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Standard Number: M9545015RCZQ242 (AA)

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 130052539300001 12000.00

LLA :

AS 1751106 1A2A 252 67854 067443 2D M95450 5RCZQ24211PR

Standard Number: M9545015RCZQ242 (AA)

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.

7001AF 130052621800001 170000.00

LLA :

AU 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003060930

Standard Number: M9545015WRZQ205 (AA)

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.

7001AG 130052768300001 100000.00

LLA :

AV 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003074606

Standard Number: M9545015WRZQ424

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 18 Funding 299000.00

Cumulative Funding 19831535.70

MOD 19 Funding 0.00

Cumulative Funding 19831535.70

MOD 20 Funding 0.00

Cumulative Funding 19831535.70

MOD 21

7001AH 130053990800001 517489.55

LLA :

AW 1761106 1A2A 251 67854 067443 2D M95450 6RCZQ14411PR

Standard Number: M9545016RCZQ144 (AA)

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.

7001AJ 130053990900001 1889620.40

LLA :

AX 1761109 6438 251 67854 067443 2D 6438SB 6RC66010112L

Standard Number: M9545016RC66010 (AA)

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.

7001AK 130053932200001 106900.00

LLA :

AY 1761106 1A2A 257 67854 067443 2D M95450 6RCBC506120L

Standard Number: M9545016RCBC506 (AA)

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.

9001AC 130053990900002 75000.00

LLA :

AX 1761109 6438 251 67854 067443 2D 6438SB 6RC66010112L

Standard Number: M9545016RC66010 (AA)

Contractor may NOT perform against this SLIN after POP date identified in Section

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F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AD 130053932200002 15000.00

LLA :

AY 1761106 1A2A 257 67854 067443 2D M95450 6RCBC506120L

Standard Number: M9545016RCBC506 (AA)

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 21 Funding 2604009.95  
Cumulative Funding 22435545.65

MOD 22

7001AL 130055247800001 150000.00

LLA :

AZ 2162020 A5X HS 11 4 018VFR E 251J 0 010815347 MI PR6D10815347 021001

Standard Number: MIPR6D10815347

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 22 Funding 150000.00  
Cumulative Funding 22585545.65

MOD 23

7001AL 130055247800001 (150000.00)

LLA :

AZ 2162020 A5X HS 11 4 018VFR E 251J 0 010815347 MI PR6D10815347 021001

Standard Number: MIPR6D10815347

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.

7001AM 130055247800002 150000.00

LLA :

BA 2162020 A5X HS 11 4 018VFR E 251J 0 010815347 A. 0026753.1.1 021001

Standard Number: MIPR6D10815347

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.

9001AE 130055749100001 78076.43

LLA :

AW 1761106 1A2A 251 67854 067443 2D M95450 6RCZQ14411PR

Standard Number: M9545016RCZQ144 (AA)

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 23 Funding 78076.43  
Cumulative Funding 22663622.08

MOD 24

7001AK 130053932200001 (71709.52)

LLA :

AY 1761106 1A2A 257 67854 067443 2D M95450 6RCBC506120L

Standard Number: M9545016RCBC506 (AA)

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.

9001AD 130053932200002 (15000.00)



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LLA :

AY 1761106 1A2A 257 67854 067443 2D M95450 6RCBC506120L  
Standard Number: M9545016RCBC506 (AA)  
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 24 Funding -86709.52  
Cumulative Funding 22576912.56

MOD 25

400005 130039225400001 (873.05)

LLA :

AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002039950  
Standard Number: M9545014WRBC289  
In support of TI 0003.  
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2014.

400008 130040544300001 (1115.85)

LLA :

AG 9730400 1120 P31 62 04 0 3 251C 9 6KM97 049447 DWAM 3 0214 049447  
Standard Number: DWAM30214  
Contractor may NOT perform against this SLIN after 31 May 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

4201AC 130041954500001 (0.01)

LLA :

AC 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ23111PR  
Standard Number: M9545014RCZQ231 (AA)  
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.

4201AD 130041175600001 (1999.91)

LLA :

AJ 1721109 6438 253 67854 067443 2D 6438B2 3RC26E2512X9  
Standard Number: M9545013RC26E25 (AA)  
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.

600005 130039225400002 (353.62)

LLA :

AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002039950  
Standard Number: M9545014WRBC289  
In support of TI 0003. (ACRN Increase)  
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 6000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2014.

600006 130039607800002 (1528.14)

LLA :

AE 1741106 1A2A 252 67854 067443 2D M95450 4RCZQ30011PR  
Contractor may NOT perform against this SLIN after 30 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6201AD 130044150200001 (656.98)

LLA :

AL 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002404187  
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.

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MOD 25 Funding -6527.56  
Cumulative Funding 22570385.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

### **252.225-7993 Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations**

PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012.00005)(JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

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

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

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

### **252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations**

ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)(JAN 2012)

(a) In addition to any other existing examination-or-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.

(End of clause)

### **NAVSEA 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.

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(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.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [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 **Zero (0)** man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [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

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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.

**NAVSEA 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)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
4000	██████████	██████████	08/008/2013 - 08/07/2014
6000	\$668,781.62	\$0	08/008/2013 - 08/07/2014

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(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     N/A     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.

**NAVSEA 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.

**NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by 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.

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**NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

\* (Include as Historical GFE **Attachment 9** in Section J)  
Also identified upon issuance of each Technical Instruction (TI).

**H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

**H83S SERVICE CONTRACT ACT WAGE DETERMINATION**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as **Attachment 10** - Wage Determination in Section J.

**HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS**

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

**JCC-I/A CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)**

- (a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.
- (b) Contractors are also required to comply with the following provisions:

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- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.
- (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
- (d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

**JCC-I/A CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS  
(AUG 2011)**

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number  
Contract Description & Location  
Company Name

Reporting party:  
Name  
Phone number  
e-mail address

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

Incident:  
Description  
Location  
Date and time



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Other Pertinent Information

**JCC-I/A CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC 2011)**

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, polices and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;
- (2) DODI 3020.41, Operational Contract Support
- (3) DODI 5210.56, Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities;
- (4) DFARS 252.225-7039, Contractors Performing Private Security Functions;
- (5) DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States;
- (6) Class Deviation 2011-O0004, Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995);
- (7) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A);
- (8) OSC-I OPORD 11-01, Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 – Civilian Arming Program (CAP), dated 23 November 2011;

(b) Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) Communication Plan. The contractor will submit to the COR a communications plan that, at a minimum, sets

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forth the following:

(1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.

(3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

(d) Plan for Accomplishing Employee Vetting. The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).(Afghanistan only)

(g) Lapses in Training or Authorization. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) Authorized Weapon & Ammunition Types. Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

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- (1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.
- (4) U.S. government Ball ammunition is the standard approved ammunition.

(i) Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.
- (2) Carry weapons only when on duty or at a specific post (according to their authorization).
- (3) Not conceal any weapons, unless specifically authorized.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- (5) IAW USCENCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.
- (6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Failing to cooperate with Coalition and Host Nation forces.
- (2) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (3) Failing to use a graduated force approach.
- (4) Failing to treat the local civilians with humanity or respect.
- (5) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) Monthly Reporting. The prime contractor will report monthly arming status to the Contracting Officer

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responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

**JCC-I/A CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)**

(a) All contractors and subcontractors in the Iraq or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the Office of Security Cooperation-Iraq (OSC-I) or USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective OSC-I or USFOR-A Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: [DLOSC-ICHOPS@iraq.centcom.mil](mailto:DLOSC-ICHOPS@iraq.centcom.mil) or SVOIP 708-243-2483.

- Umm Qasr 708-241-5490
- Besmaya 708-242-0012/0014
- Taji 708-242-6775/6205
- Union III 708-243-2377
- Tikrit 709-242-1002
- Kirkuk 708-242-2203

(c) AFGHANISTAN: In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

**JCC I/A Clause - 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN) (FEB 2013)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the

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appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 11 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

#### **JCC-I/A CLAUSE 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission

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policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

#### **JCC-I/A CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)**

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DoD class deviation 2011-O0004.

#### **JCC- I/A Clause - 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (DEC 2011)**

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

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(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

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NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

**JCC- I/A Clause - 952.225-0010 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (IRAQ) (DEC 2011)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or C-other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care and stabilization, in advance of evacuation from theater, will be provided including hospitalization at Level II+ (emergency) contracted treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or evacuation from the theater if return to duty is not expected to occur within 72 hours. Medical evacuation is the responsibility of the contracting company and must be arranged in a timely manner if requested by the medical staff. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-



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related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities or Embassy contracted medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

**JCC- I/A Clause - 952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)**

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: **(Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor).** When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

- APO/FPO/MPO/DPO/Postal Services\*\*
- DFACs
- Mil Issue Equip
- Authorized Weapon
- Excess Baggage
- MILAIR
- Billeting
- Fuel Authorized
- MWR
- CAAF\*
- Govt Furnished Meals
- Resuscitative Care
- Controlled Access Card (CAC)
- Military Banking
- Transportation
- Badge
- Military Clothing
- All
- Commissary
- Military Exchange
- None
- Dependents Authorized
- Embassy Housing, Meals\*\*
- Embassy Clinic – Afghanistan\*\*
- Embassy Air\*\*

Third-Country National (TCN) Employees

- N/A
- DFACs
- Mil Issue Equip
- Authorized Weapon
- Excess Baggage
- MILAIR
- Billeting
- Fuel Authorized
- MWR
- CAAF\*
- Govt Furnished Meals
- Resuscitative Care

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Controlled Access Card (CAC)

Military Banking

Transportation

Badge

Military Clothing

All

Commissary

Military Exchange

None

Dependents Authorized

#### Local National (LN) Employees

N/A

DFACs

Mil Issue Equip

Authorized Weapon

Excess Baggage

MILAIR

Billeting

Fuel Authorized

MWR

CAAF\*

Govt Furnished Meals

Resuscitative Care

Controlled Access Card (CAC)

Military Banking

Transportation

Badge

Military Clothing

All

Commissary

Military Exchange

None

Dependents Authorized

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan

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

(End of Clause)

#### **JCC-I/A CLAUSE 952.225-0013 CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to

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ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

**JCC- I/A Clause - 952.225-0016 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)**

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted

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beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) **Badging:** The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime 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 U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) **Contractor Controlled Facility Space:** If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) **Government Furnished Equipment/Materials:** The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) **Contractor Personal Property:** The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

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(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

**JCC- I/A Clause - 952.225-0017 CONTRACTOR DEMOBILIZATION (IRAQ) (DEC 2011)**

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to ensuring smooth transition between contractors and/or smooth transition of a site to the Government of Iraq. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Entry and Exit from Iraq: All non-Iraqi companies contracted to do work in Iraq, including those contracted by the US Government, are required to apply directly to the Iraq Ministry of the Interior for exit/entry /residence documents for their personnel. The prime contractor shall follow the guidance issued by the United

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States (US) Embassy Baghdad and shall, to the maximum extent practicable, process the paperwork for their subcontractor(s) at all tiers. If it is not possible to process the paperwork for subcontracts, the prime contractor shall ensure that subcontractors comply with the procedures as they are written. The process and guidance for the entry/exit/residence visas are located at <http://iraq.usembassy.gov/usg-contractor.html>. The process must be followed exactly in order to prevent delays or problems in processing the request by the Iraqi Ministry of Interior. US contractor companies may contact the US Embassy Baghdad with questions regarding this process by e-mailing [baghdadregmgt@state.gov](mailto:baghdadregmgt@state.gov) or calling phone number 240-553-0581, ext 2782 or ext 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime 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 U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Manager for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Manager of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Manager to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Manager for re-inspection of the facilities upon completion of the repairs. If the Installation Manager inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after

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the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment (GFE)/Materials (GFM): Federal Acquisition Regulation (FAR) clause 52.245-1 governs and applies to any issues regarding GFE/GFM or Government Furnished Property (GFP).

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of, as follows:

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the IJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, Contracting Officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in negative past performance ratings and, depending on the severity of the situation, possible proceedings place the contractor on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-0018. The contractor may use the Base Defense Operations Center (BDOC) or the installation force protection officer as a resource to track or research employees last known location and/or to view LOA's.

(b) The Servicing Agency and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment,

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issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG expenses, and/or any other legal remedy available to a Contracting Officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

**JCC- I/A Clause - 952.225-0018 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (IRAQ) (DEC 2011)**

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

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

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Base Defense Operations Center (BDOC) at their OSC-I site as a resource to track or research employee's last known location and/or to view Synchronized Pre-deployment Operational Tracker (SPOT) generated letters of authorization (LOA's). All missing personnel will immediately be reported to the Installation Manager and Force Protection Offer (FPO), and the OSC-I BDOC for the installation they are located at.

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the OSC-I FPO will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the FPO within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals SPOT generated LOA, copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If OSC-I FPO determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, FPO will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, Common Access Card (CAC), etc. are terminated/reconciled appropriately within 24 hours of notification by FPO in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0017 entitled "Contractor Demobilization (Iraq)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

**JCC- I/A Clause - 952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)**

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

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



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an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOAs. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOAs, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

**JCC- I/A Clause - 952.225-0021 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN IRAQ (DEC 2011)**

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on Office of Security Cooperation-Iraq (OSC-I) installations have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

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(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the Contractor's medical provider as soon as possible. TB reporting is required within 24 hours to the Contracting Officer Representative and the OSC-I Installation Manager. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Contractor's medical provider. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the IJOA. A copy of the TB screening documentation shall be provided to the responsible OSC-I Installation Manager prior to issuance of site access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

## **CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM**

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

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

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

**RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS. (May 2012)**

If this contract includes the clause "FAR 52.204-9 Personal Identity Verification of Contractor Personnel" or will otherwise require frequent access to NSA/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

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

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

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractor's are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

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

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at [Jon.M.Thomas@Navy.mil](mailto:Jon.M.Thomas@Navy.mil) or at 812-854-5624. NSA/NSWC Crane RAPIDGate Secondary Program Point of Contact is Larry Patterson, and can be reached at [Larry.Patterson@Navy.mil](mailto:Larry.Patterson@Navy.mil) or 812-854-5642.

Additional information is available at <http://www.rapidgate.com/rapidgate>

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RAPIDGate Pricing - (Subject to change without notice):

Program	Enrollment	Price
Single Installation	Company	\$199.99 annually
Single Installation	Employee	\$159.00 annually
Enterprise (Multiple installations)	Company	\$249.00 annually - 2 or more installations
Enterprise (Multiple installations)	Employee	\$199.00 annually 2 or more installations
90 day Option	Employee	\$59.00 per 90 days
Replacement Credential	Employee	\$30.00 per credential

(end of clause)

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

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/these address (es): <http://www.farsite.hill.af.mil/>

52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.222-29	Notification of Visa Denial (Jun 2003) IF OCONUS travel
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-10	Waste Reduction Program (May 2011)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.242-7004	Material Management and Accounting System (May 2011)
252.242-7006	Accounting System Administration (Feb 2012)
252.244-7001	Contractor Purchasing System Administration (May 2011)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)
252.245-7002	Reporting Loss of Government Property (Feb 2011)
252.245-7003	Contractor Property Management System Administration (Feb 2012)

### **FAR 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) of this clause.

(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) below.

(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 applicable fee or \$100,000, whichever is less. 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.

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(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 **thirty cents (\$0.30)** for every dollar that the total allowable cost is less than the target cost or decreased by **thirty cents (\$0.30)** for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] 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.

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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 60 days.

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

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

**ITEM(S) LATEST OPTION EXERCISE DATE**

CLIN **4200 & 4300** No later than 12 months after the TO Award date.  
 CLIN **7000 & 7100** No later than 24 months after the TO Award date.  
 CLIN **6200 & 6300** No later than 12 months after the TO Award date.  
 CLIN **9000 & 9100** No later than 24 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 three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (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.

**FAR 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 the yearly proposed overtime as shown below or the total proposed overtime of **\$2,036,107.00** for base period one (1) year plus two (2) one-year option periods, for a total of three (3) years, if all options are exercised (**authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime**) or the overtime premium is paid for work --

	Base Yr 1	Option 1	Option 2
Prime Proposed Burdened OT	\$ 678,775	\$ 672,087	\$ 685,245
Sub-contractor Proposed Burdened OT	\$ -	\$ -	
<b>Total Proposed Burdened OT</b>	<b>\$ 678,775</b>	<b>\$ 672,087</b>	<b>\$ 685,245</b>

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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(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.

**FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act) (Apr 1984)**

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

**FAR 52.244-2 SUBCONTRACTS (OCT 2010)**

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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



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

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

**252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2012)**

(a) *Definitions.*

“Full cooperation”—

(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require—

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from—

(1) Conducting an internal investigation; or

(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Private security functions” means the following activities engaged in by a contractor:

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party.

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) *Requirements.* The Contractor is required to—

(1) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—

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(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS [252.211-7003](#), Item Identification and Valuation, and DFARS [252.245.7001](#), Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS [252.211-7003](#) and DFARS [252.245.7001](#) and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and

(iv) Reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distracters, acoustic hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and a variety of other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that the Contractor and all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with—

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at <http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

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(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) *Remedies.* In addition to other remedies available to the Government—

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel 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 termination for default. Required Contractor actions include—

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance; and

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

(d) *Rule of construction.* The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

**252.225-7040 Contractor Personnel Authorized To Accompany U.S. Armed Forces Deployed Outside The United States (FEB 2013)**

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

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

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

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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.

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

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed 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.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) 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).

(4) 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) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military

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treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

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

(4) 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 designated operational area. The letter of authorization also will

identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.*

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

(i) 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 contractor employees accompanying U.S. Armed Forces are aware—

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

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

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

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

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(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.

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

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

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

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

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

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

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

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may 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 deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

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

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

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

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

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

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

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. 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, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor 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 Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1)



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of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(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 have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

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

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

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

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

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

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

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to

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carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. 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 the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(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; and

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

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

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

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

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

(m) *Evacuation.*

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

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

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

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

(2) 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.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(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 authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of Clause)

**JCC - I/A Clause - 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012)**

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

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

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

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

**JCC - I/A Clause - 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012)**

(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.

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**JCC - I/A Clause - 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)**

(a) Definition. As used in this clause— “Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) General.

(1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements.

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum—

(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 who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or 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 (see the Military Extraterritorial Jurisdiction Act of 2000

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(18 U.S.C. 3261 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 violation of the law of war 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 United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Registration of Contractor personnel and private security contractor equipment.

(1) The Contractor is required to register in the automated web based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(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) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

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

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.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.altess.army.mil>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) 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 this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of

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this contract, including termination for default or cause.

(i) Weapons.

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The \_\_\_\_\_ [Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(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 USCENTCOM Commander; and

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

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

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

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) 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.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) Mortuary affairs. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the

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

(p) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit\_A\_Contract\_Data\_Requirments\_List\_(CDRL)

Attachment\_1\_Quality\_Assurance\_Surveillance\_Plan\_(QASP)

Attachment\_2\_Government\_LOE\_Estimate

Attachment\_3\_Staffing\_Plan\_template

Attachment\_4\_Price\_Cost\_Summary\_Format

Attachment\_5\_Rough\_Order\_of\_Magnitude\_(ROM)

Attachment\_6\_Proposed\_Subcontractor\_Cost\_Summary\_Format

Attachment\_9\_Historical\_GFE - Deleted and transferred to N00178-04-D-4119-FC50.

Attachment\_10\_Wage\_Determination\_05-2183\_r11

Attachment\_11\_Contract\_Security\_Classification\_Specification\_DD254

Attachment\_12\_Surge\_Example

Attachment\_7\_Sample\_TI-001\_REV01\_G-BOSS\_.pdf

Attachment\_8\_Sample\_TI-002\_G-BOSS\_Tiger\_Team\_Rev01\_.pdf