

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 27-Mar-2014	4. REQUISITION/PURCHASE REQ. NO. 1300412948	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00421	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

Naval Air Warfare Center Aircraft Division (PAX Annex 1)
22299 Exploration Drive, Suite 301
Lexington Park MD 20653-2058
kristen.ferro@navy.mil 301-737-7554

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		[X]	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-M803
			10B. DATED (SEE ITEM 13) 01-Aug-2013
CAGE CODE 17038	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds and FAR 43.103(b)(1) Administrative Changes

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Amy G Davis, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Amy G Davis (Signature of Contracting Officer)	16C. DATE SIGNED 27-Mar-2014
(Signature of person authorized to sign)			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to do the following:

1. Incrementally fund CLIN 4000;
2. Update Section G Payment Instruction;
3. Update Section H Clause 5252.232-9104, Allotment of Funds.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$7,034,243.43 by \$1,500,000.00 to \$8,534,243.43.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400029	WCF	0.00	1,500,000.00	1,500,000.00

The total value of the order is hereby increased from \$9,435,315.99 by \$0.00 to \$9,435,315.99.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4000	AC63	Base Period. Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work. (Fund Type - TBD)	1.0	LO	\$ [REDACTED]	[REDACTED]	\$8,386,315.99
400001	AC63	Funding in support of CLIN 4000. (WCF)					
400002	AC63	Funding in support of CLIN 4000. (WCF)					
400003	AC63	Funding in support of CLIN 4000. (WCF)					
400004	AC63	Funding in support of CLIN 4000. (WCF)					
400005	AC63	Funding in support of CLIN 4000. (WCF)					
400006	AC63	Funding in support of CLIN 4000. (WCF)					
400007	AC63	Funding in support of CLIN 4000. (WCF)					

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400009 AC63 Funding in
support of CLIN
4000. (WCF)

400010 AC63 Funding in
support of CLIN
4000. (WCF)

400011 AC63 Funding in
support of CLIN
4000. (WCF)

400012 AC63 Funding in
support of CLIN
4000. (WCF)

400013 AC63 Funding in
support of CLIN
4000. (WCF)

400014 AC63 Funding in
support of CLIN
4000. (WCF)

400015 AC63 Funding in
support of CLIN
4000. (WCF)

400016 AC63 Funding in
support of CLIN
4000. (WCF)

400017 AC63 Funding in
support of CLIN
4000. (WCF)

400018 AC63 Funding in
support of CLIN
4000. (WCF)

400019 AC63 Funding in
support of CLIN
4000. (WCF)

400020 AC63 Funding in
support of CLIN
4000. (WCF)

400021 AC63 Funding in
support of CLIN
4000. (WCF)

400022 AC63 Funding in
support of CLIN
4000. (WCF)

400023 AC63 Funding in
support of CLIN

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4000. (WCF)

400024 AC63 Funding in
support of CLIN
4000. (WCF)

400025 AC63 Funding in
support of CLIN
4000. (WCF)

400026 AC63 Funding in
support of CLIN
4000. (WCF)

400027 AC63 Funding in
support of CLIN
4000. (WCF)

400028 AC63 Funding in
support of CLIN
4000. (WCF)

400029 AC63 Funding in
support of CLIN
4000. (WCF)

4001	AC63	Increased capacity for CLIN 4000. (Fund Type - TBD) Option	1.0	LO	\$			\$838,631.60
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For Cost Type / NSP Items

4002	Data in support of CLIN 4000.					\$0.00
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	----	----	-----
6000	AC63	Travel and Material to Support CLIN 4000 (Fund Type - TBD)	1.0	LO	\$1,040,000.00
600001	AC63	Funding in support of CLIN 6000. (WCF)			
600002	AC63	Funding in support of CLIN 6000. (WCF)			
600003	AC63	Funding in			

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support of CLIN
6000. (WCF)

6001 AC63 NMCI to support 1.0 LO \$9,000.00
to CLIN 4000.
(Fund Type - TBD)

600101 AC63 Funding in
support of CLIN
6001. (WCF)

6002 AC63 Increased 1.0 LO \$104,000.00
capacity for CLIN
6000. (Fund Type
- TBD)
Option

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	---	---	-----	-----	-----
7100	AC63	Option Period I.	1.0	LO	\$ [REDACTED]	[REDACTED]	\$8,359,682.39

Technical and
Engineering
Services in
support of
Communications
and Information
Technology
Systems Programs
(IT, C4I, GIS,
IETM, IDMS, AIT,
Multimedia and
Sensor Systems)
in accordance
with Section C,
Statement of
Work. (Fund Type)
(Fund Type - TBD)
Option

7101	AC63	Increased Capacity for CLIN 7100. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]	[REDACTED]	\$835,968.24
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For Cost Type / NSP Items

7102	Data in support of CLIN 7100.	\$0.00
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For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
7200	AC63	Option Period II. Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work. (Fund Type) (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]	[REDACTED]	\$8,314,622.93

7201	AC63	Increased capacity for CLIN 7200. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]	[REDACTED]	\$831,462.29
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For Cost Type / NSP Items

7202		Data in support of CLIN 7200.					\$0.00
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
7300	AC63	Option Period III. Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance	1.0	LO	\$ [REDACTED]	[REDACTED]	\$8,374,991.09

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with Section C,
Statement of
Work. (Fund Type
- TBD)
Option

7301	AC63	Increased capacity for CLIN 7300. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]	[REDACTED]	\$837,499.11
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For Cost Type / NSP Items

7302	Data in support of CLIN 7300.						\$0.00
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
7400	AC63	Option Period IV. Technical and Engineering Services in support of Communications and Information Technology Systems Programs (IT, C4I, GIS, IETM, IDMS, AIT, Multimedia and Sensor Systems) in accordance with Section C, Statement of Work. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]	[REDACTED]	\$8,405,365.91
7401	AC63	Increased capacity for CLIN 7400. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]	[REDACTED]	\$840,536.59

For Cost Type / NSP Items

7402	Data in support of CLIN 7400.						\$0.00
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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9100	AC63	Travel and Material to Support CLIN 7100. (Fund Type - TBD) Option	1.0	LO	\$1,063,920.00
9101	AC63	NMCI in support of CLIN 7100. (Fund Type - TBD) Option	1.0	LO	\$9,207.00
9102	AC63	Increased Capacity for CLIN 9100. (Fund Type - TBD) Option	1.0	LO	\$106,392.00
9200	AC63	Travel and Material to Support CLIN 7200. (Fund Type - TBD) Option	1.0	LO	\$1,088,390.16
9201	AC63	NMCI to support CLIN 7200. (Fund Type - TBD) Option	1.0	LO	\$9,418.76
9202	AC63	Increased capacity for CLIN 9200. (Fund Type - TBD) Option	1.0	LO	\$108,839.02
9300	AC63	Travel and Material to Support CLIN 7300. (Fund Type - TBD) Option	1.0	LO	\$1,113,423.13
9301	AC63	NMCI to support CLIN 7300. (Fund Type - TBD) Option	1.0	LO	\$9,635.39
9302	AC63	Increased capacity for CLIN 9300. (Fund Type - TBD) Option	1.0	LO	\$111,342.31

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9400	AC63	Travel and Material to Support CLIN 7400. (Fund Type - TBD) Option	1.0 LO	\$1,139,031.86
9401	AC63	NMCI to support CLIN 7400. (Fund Type - TBD) Option	1.0 LO	\$9,857.01
9402	AC63	Increased capacity for CLIN 9400. (Fund Type - TBD) Option	1.0 LO	\$113,903.19

1. This task order is for a total performance period of five (5) years, inclusive of all options.
2. This task order has cost-plus-fixed-fee and cost-reimbursement (non-fee bearing) items.
3. Cost-Plus-Fixed-Fee CLINs are 4000, 7100, 7200, 7300 and 7400. Cost-reimbursement and non-fee bearing CLINs are 6000, 6001, 9100, 9101, 9200, 9201, 9300, 9301, 9400 and 9401.
4. Funding for each CLIN will be added at the SubCLIN (SLIN) level.

11RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, 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 equal to [REDACTED] in the base year, [REDACTED] in Option Year I, [REDACTED] in Option Year II, [REDACTED] in Option Year III, and [REDACTED] % in Option Year IV of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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

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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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR

TECHNICAL SERVICES FOR COMMUNICATIONS AND INFORMATION SYSTEM SUPPORT (CISS)

1.0 BACKGROUND

The Integrated Communications and Information Systems (ICIS) Division, Code 4.5.10, of the Naval Air Systems Command (NAVAIR) provides engineering and technical services to support the advanced research and development, systems engineering, and life-cycle support of electronics, communications, and information systems. These services are provided in response to tasking from Department of Defense, and other U.S. Government organizations. Efforts span the entire systems and equipment life cycle from initial needs assessment to sustainment and disposal.

2.0 SCOPE

ICIS Division is the lead design agent, system integrator, and product manager for the integration, test, production, and support of all systems involved with this effort. Many of these systems involve operational development due to the war-fighter's rapid response requirements. ICIS Division is integrally involved in the design, production, and support of the end items. The contractor shall apply best commercial practices in support of ICIS Division's tasks under this task order. This includes advanced research and development support, engineering and technical support, quality management support and technical management support of final end item products. The scope of the task order encompasses rapidly developed engineering designs for end products intended for immediate war fighter operation use, and may include strategic and tactical airborne, land-based, and mobile, sea-based surface and sub-surface, and space-based platforms, systems, subsystems and components. The following are representative of the programs, systems, and technology areas to which the requested engineering and technical services may be applied:

- Military and commercial radio communication systems
- Information and computer network systems
- Command and control systems
- Automatic identification technology systems
- Geographical information systems
- Integrated document management systems
- Multimedia systems
- Embedded and stand-alone sensors

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· Unmanned Aerial Systems

Classified performance may be conducted in areas deemed to be "minimal access". The contractor shall comply with the Standard Operating Procedures in these areas.

3.0 REQUIREMENTS

The following subparagraphs describe the advanced research and development support, engineering support, and technical tasks and functions to be accomplished under the task order. Unless otherwise specified, throughout this statement of work the reference to systems, solutions, capabilities, components, etc., applies to software as well as hardware whenever the required task or function can reasonably be applied to both. Physical security, information assurance policies, and the overarching guidance necessary to protect and safeguard hardware and information associated with the tasks performed under the task order, along with specific physical and information security requirements associated with the systems and equipment being provided, shall be strictly adhered to when applicable.

Efforts accomplished under the task order will ensure the hardware and software components composing communication and information systems developed and fielded by NAVAIR 4.5.10 will satisfy the operational and technical performance requirements of the sponsors and end users, and that life-cycle engineering, technical and logistics support is provided to fielded systems. The contractor shall not perform any inherently governmental functions, personal services or construction as defined in FAR 2.101.

3.1 Concept and Technology Development

The contractor shall provide support for advanced research and development support, engineering support, and technical support to identify system needs and operational requirements, evaluate possible solutions, establish performance requirements, and develop system architectures and concepts necessary to satisfy customers' requirements. The contractor shall accomplish the following functions and tasks associated with system concept and technology development:

3.1.1 Operational Requirements

Analyze the needs and assist in defining the operational requirements for new systems and/or capabilities to address deficiencies with existing systems, new mission requirements, or opportunities for improvements afforded by new technologies. Considerations shall include the existing system being replaced, operational processes and procedures, possible constraints and limitations, operational environment, reliability, maintainability, availability, and legacy and proposed systems with which the new system shall operate. (CDRL A002)

3.1.2 Operational Research and Evaluation

Provide technical support for the research and evaluation necessary to transform operational

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needs and requirements into defined operational objectives and system technical performance objectives, to guide the development of new or improved system capabilities. (CDRLs A001, A032)

3.1.3 Functional Research and Evaluation

Provide technical support for functional research and evaluation; assist in the development of baselines and conceptual architectures and designs necessary to satisfy the operational objectives and technical features of a proposed system. Provide assistance with addressing external as well as internal interoperability and interface issues. (CDRL A020)

3.1.4 Compare Attributes

Research, identify, provide, evaluate, and document competing alternative systems, concepts and technologies to provide information necessary to objectively compare their attributes (such as technical capability, risk, and cost) and, when all factors are considered, select and recommend the most appropriate solution. Consider Government off-the-shelf (GOTS), contractor off-the-shelf (COTS) and non-developmental item (NDI) solutions whenever feasible, and include issues specific to these solutions, such as data rights, supportability, licensing agreements, and copyrights as part of the evaluation. (CDRL A032)

3.1.5 System Requirements

Ensure traceability between a system's operational requirements and its hardware and software implementation by documenting and providing information in a format that clearly demonstrates a logical flow, and validates the system's components are necessary and sufficient to meet the system's requirements. (CDRL A032)

3.1.6 Systems Engineering Test and Evaluation

Provide technical support for engineering and technical tests and evaluations to support and/or validate systems engineering and programmatic decisions. This shall include assisting with feasibility studies, trade studies, manpower studies, cost-benefit analysis, and system total-operating-cost analysis. (CDRL A020)

3.2 System Development and Design

The contractor shall provide the engineering and technical support necessary to convert system concepts into hardware and software components, integrate these components into a complete system, validate the associated operational capabilities, and verify the technical performance of prototype and developmental systems and models. Typical products for these efforts include engineering drawings and technical documentation, prototype and initial production systems, and evaluation test reports. Where appropriate, provide assistance with engineering and design practices that enhance development, modernization, compatibility, and cost efficiency, such as the use of open architectures and software reusability. The contractor shall accomplish the

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following functions and tasks associated with system development and design:

3.2.1 Proposed Design Solutions

Evaluate the feasibility and suitability of proposed design solutions. Provide support for appropriate risk mitigation efforts, such as modeling and simulation, when unproven technologies, unique concepts, or high-risk approaches are proposed. (CDRLs A001, A021, A032)

3.2.2 System Design

Provide recommendations on defining the subsystems and components composing a system design. Provide assistance with identifying and recommending assignment of functions as appropriate, and document and maintain an allocated baseline. Provide assistance with identifying and recommending assignment of the specific hardware and software items required to accomplish system functions, and document and maintain a product baseline. (CDRL A032)

3.2.3 Technical Documentation Research and Evaluation

Research and evaluate system-related technical documentation, such as technical manuals, interface control drawings, and design specifications, for completeness and accuracy. Identify deficiencies and provide recommendations for corrections or modifications. (CDRLs A014, A015, A016, A017, A018, A025, A026, A032).

3.2.4 Proposed Systems

Provide research, design, test, and evaluation support for the overall design of proposed systems. Develop, update, and maintain detailed engineering drawings and documentation associated with the design of hardware and software systems. Drawings and documentation shall address all aspects of the system and provide the details necessary to integrate, install, and maintain the subject system. (CDRLs A019, A020, A021, A022, A025, A032)

3.2.5 Computer Software Solutions

Provide research, design, test, and evaluation support for the design, development, and integration of computer software solutions. Provide support for the development and maintenance of documentation associated with the software development process. Utilize accepted best practices, techniques, and approaches to ensure effective and efficient software development and integration. Develop software in accordance with the guidelines and methodologies of Capability Maturity Model (CMM) Level III. Source code developed in support of the task order becomes the property of the U.S. Government. (CDRLs A004, A005, A007, A008, A009, A010, A011, A012, A013)

3.2.6 Software Interfaces

Provide research, design, test, and evaluation support for the design, development, integration,

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testing, and documenting of software interfaces with legacy and migration databases. Typical databases encountered perform various functions, including inventory control, maintenance commodity-specific information, in-transit visibility and asset visibility. (CDRLs A014, A015, A016, A017, A018, A019)

3.2.7 Software Technical Evaluation

Provide engineering, technical, and administrative support for formal and ad hoc engineering and software technical evaluations, such as preliminary design reviews, critical design reviews, and test readiness reviews. (CDRLs A001, A002, A016, A020, A031, A032)

3.2.8 Non-Standard Equipment

Provide research, design, test, and evaluation support for the development and testing of non-standard equipment, hardware, software, interface units or test fixtures not available from other sources. Assist in the development of installation drawings, procurement drawings, and technical documentation for such items. (CDRLs A007, A014, A015, A016, A021, A022, A025, A026, A029)

3.2.9 Operational and Technical parameters of a system

Provide technical support for the development of test and evaluation documentation necessary to validate and verify the operational and technical parameters of a system. Provide technical support for test planning and coordination by performing functions such as participating in planning meetings, identifying and coordinating required test resources and facilities, and developing test schedules. (CDRL A003, A014, A015, A016, A020, A021, A022)

3.2.10 Test and Evaluations

Provide technical support for the performance of developmental and operational system tests and evaluations. Assist with data collection, data reduction, and test result analyses. Efforts may also involve providing assistance with specialized testing such as shock, vibration, and electromagnetic interference. (CDRLs A017, A018, A021 A022, A026, A028, A029)

3.3 System Integration and Life-Cycle Support

The contractor shall provide the engineering and technical support services necessary to integrate the hardware and software components and subsystems composing communications or information systems into complete systems that satisfy sponsor and end-user operational and technical requirements. Provide technical support services for the life-cycle support of fielded systems and equipment to ensure their operational viability throughout their planned system life. Life-cycle support includes technical documentation, training, logistics support, system maintenance, system upgrades, and field support services. The contractor shall accomplish the following functions and tasks associated with system integration and life-cycle support:

3.3.1 System Integration

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Provided technical support for the integration of the subsystems, components, and equipment comprising production communication and information systems. System integration shall include any required software. Provide technical support for production planning, including developing production schedules, coordinating the availability of required material and software, and developing and applying production work instructions as appropriate. The integration effort shall also include assisting with the implementation of quality/verification approaches to ensure the integrated system meets design specifications. (CDRLs A019, A020, A021, A025, A028)

3.3.2 Plans and Procedures

Provide technical support for the development of test plans and procedures necessary to evaluate the operational and technical parameters of integrated or installed systems. Both hardware and software shall be included in this testing. Assist with test planning activities, such as support for the development of test schedules, identifying and coordinating required test resources and facilities, and coordinating those activities with external support organizations. (CDRLs A004, A010, A012, A014, A015, A016, A030, A031, A032)

3.3.3 Integrated Production Systems Testing

Provide technical support for the testing of integrated production systems. Assist with data collection, data reduction, and test result analyses. Assist with identifying and documenting discrepancies as well as the actions taken to resolve those discrepancies, and provide feedback to engineering or production personnel as appropriate. (CDRLs A014, A015, A016, A020, A026, A028, A029, A031, A032)

3.3.4 Installation

Provide technical support for the installation, or coordination of installation, of completed systems at sponsor or end-user sites as directed. Provide technical support for the development of system installation plans that encompass all aspects of the installation, including required support services, such as material handling and electrical trades, while minimizing the impact on the receiving activity. Assist with system testing following installation, and customer acceptance testing to demonstrate proper system operation. (CDRLs A014, A015, A016, A017, A018, A019, A021, A028, A029)

3.3.5 Procurement

Analyze, and assist with defining, required material, equipment, technical data, and logistics support items (hardware and software), identify sources for the required items, prepare procurement documentation, and initiate procurements. These procurement efforts apply to developmental as well as production systems. (CDRLs A021, A022, A023, A024, A025, A026)

3.3.6 Equipment Accountability

Provided assistance with the receipt, tracking, inventory, issue, and monitoring of all material, equipment, technical data, and logistic support items throughout the entire acquisition process.

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Support the planning and coordination of the procurement and delivery of equipment with vendors to ensure deliveries meet required schedules. Assist with monitoring the status of the orders and the projected delivery dates of ordered material and equipment. Assist with ensuring all spare and interim repair parts necessary to support system integration/installation, and those required at the end-user's site, are available to meet defined schedules. (CDRLs A021, A022, A023, A024)

3.3.7 Software Configuration

Provide technical support for system physical and software configuration audits and validate configuration data and documentation for fielded systems. Maintain and provide configuration status accounting reports; reports shall take into account all system hardware and software configuration items. (CDRLs A017, A018, A021, A024, A025, A026, A028)

3.3.8 Control Processes

Research, develop, and provide technical support for system configuration-control processes, including the development, revision, and updating of configuration-control documentation. Configuration management/control activities shall be applied to systems hardware, software, and associated technical documentation. (CDRLs A017, A018, A020, A021)

3.3.9 Operational Requirements

Research, develop, and provide technical support for the maintenance of technical documentation such as operations, technical, and maintenance manuals for designated systems, subsystems, and equipment. For COTS items, the contractor shall assist with obtaining commercially available technical manuals, and assist with the review and evaluation of such manuals for technical accuracy and adequacy. The contractor shall assist with adapting these manuals, when possible, to meet end-user operational requirements and/or maintenance specifications. Technical documentation shall be made available in electronic formats. (CDRLs A019, A025, A026, A027, A031)

3.3.10 Training Material

Develop, test, evaluate, and assist with maintaining training material to support user training on designated systems, subsystems, and/or equipment. Training material may include training plans, course outlines, presentations, or other training aids; the format and medium in which training material is provided shall be appropriate for the training delivery method. Training may include maintenance as well as operator training. (CDRLs A018, A022, A027)

3.3.11 Subsystems Training

Provide technical support for operator and/or maintenance training on designated systems, subsystems, and/or equipment. Training may be provided at NAVAIR facilities, at user sites, or at other locations as required. Training may include formal classroom training or on-the-job/hands-on training, or other training delivery methods. (CDRLs A021, A027)

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3.3.12 Technical Problems

Research, evaluate, and provide technical support for the response to technical, maintenance, and training support requests from end-users and sponsors for supported systems, subsystems, and/or equipment. Assess and troubleshoot technical problems and determine required corrective actions. Correct problems when possible, or work with the end-users to facilitate problem resolution. Ensure feedback reports are provided to appropriate support organizations. (CDRLs A022, A026, A032)

3.3.13 Operational Performance

Research and evaluate the operational performance and effectiveness of supported systems, subsystems, and equipment. Provide recommendations for engineering, maintenance, or logistics changes required to correct or mitigate identified deficiencies. (CDRLs A022, A028)

3.3.14 System Changes

Provide technical support for the upgrade or replacement of supported systems, subsystems, and/or equipment in response to operational deficiencies, new requirements, and obsolescence. Research and evaluate new and emerging technologies to identify the potential to improve the operational performance of existing systems, and recommend system changes. (CDRL A032)

3.4 Technical Management Support

The contractor shall provide technical support for management efforts associated with the engineering, technical, and logistics tasks to be accomplished under this statement of work. The extent to which technical management processes and methodologies (and associated CDRLs) are applied shall be commensurate with the criticality and complexity of the assigned projects. The contractor shall accomplish the following functions and tasks associated with technical management support:

3.4.1 Communication Methods

Establish and maintain reliable methods of communication, such as e-mail, between its places of business and NAWCAD to effectively and efficiently transfer information necessary to support the conduct of project and task order-related operations.

3.4.2 Communication with Internal and External Stakeholders

Provide assistance with communicating and coordinating with internal and external stakeholders on technical and programmatic issues. The contractor shall support internal and external working-level technical conferences and status meetings and provide minutes or report of formal and/or informal meetings as required. The contractor shall perform the daily activities and ad hoc administrative actions associated with the execution of project tasks and provide progress reports. (CDRLs A002, A003, A028)

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3.4.3 Project Planning Efforts

Develop and maintain planning documentation and support planning efforts necessary to identify, schedule, execute and monitor project-related tasks. This may include Program Management Plans, Plans of Action and Milestones, Project Close-Out Reports, Staffing Plans and the input and maintenance of data in external planning databases. (CDRLs A021, A035, A038, A041, A042)

3.4.4 Support for Meetings

Provide information and/or briefing materials to support meetings with peer groups or industry organizations, such as Integrated Process Team (IPT) meetings, configuration control boards, other participating project entities, standards committees, or commercial forums. (CDRLs A003, A032)

3.4.5 Support Scope and Requirements Definition

Collaborate with Government personnel and the ICIS Project Management Office (PMO) to research and support in defining the scope, requirements, risks and deliverables of assigned projects. The contractor shall monitor the scope throughout the duration of the project to ensure effective and adequate methods are in place to proactively address and manage changes in project scope, schedule, and costs. This may require the development and maintenance of a project tracking database, change control database, scope management plans, and work breakdown structures for specific projects. (CDRLs A014, A022, A032, A035, A038, A040, A041, A042)

3.4.6 Develop and Monitor Cost Estimates and Budgets

Provide assistance to Government personnel and the ICIS PMO to support the development of cost estimates and to update, monitor and control budgets for assigned projects. This may require the implementation of earned value management or other similar techniques to accomplish effective control and management of project cost and tasks. (CDRLs A032, A034, A039)

3.4.7 Research, Evaluate, Identify, Communicate, and Manage Risks

Analyze, and provide assistance with, the execution of processes and methods to effectively research, evaluate, identify, communicate, and manage the risks associated with assigned projects. The contractor shall ensure that project risks are factored into decisions affecting other technical management areas such as cost, scope and schedule. (CDRLs A002, A032, A035, A036)

3.4.8 Support for ICIS Processes, Initiatives, Business Rules and Tools

Support and sustain ICIS PMO and ISO processes, initiatives, business rules and tools throughout the duration of all projects from initialization to closure. This includes improvement initiatives for existing technical, technical management and business processes to increase their effectiveness, efficiency, quality and cost performance. (CDRL A033)

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3.4.9 Provide Organizational and Staff Planning

Provide recommendations on organizational planning to ensure adequate staffing and skill sets of the contractor team are available to support assigned projects. (CDRLs A043)

3.5 NMCARS 5237.1 REQUIREMENT

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [Integrated Communications and Information Systems Support (ICIS) Division 4.5.10] via a secure data collection site. 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>.

4.0 QUALITY MANAGEMENT

The contractor shall develop, implement, document, and maintain a Quality Management Plan (QMP) to ensure conformance with contractual requirements, along with the specified quality and performance requirements of specific tasks to be conducted under this effort. The contractor's QMP should clearly define and recognize the need to focus on customer satisfaction, defect prevention over inspection, management responsibility and continuous improvement that is supported by the collection and documentation of quality metrics. The contractor's QMP should address all areas of work to be performed under this PBSOW. The QMP must support the ICIS Division's Quality Management System (QMS) and be approved by the ICIS Division Quality Management Representative. (CDRL A037)

5.0 FACILITIES

The contractor shall provide off-base support facilities for the performance of the task order. There will be no Government-provided facilities for exclusive use by the contractor. Government-provided facilities may be shared with other contractors. The contractor may require access to Government installations and facilities to carry out specific tasking, but facilities for day-to-day execution of this statement of work are the responsibility of the contractor. For the purposes of this section, facilities are defined as the physical structure, as well as the support required to occupy, utilize, and maintain the structure (such as janitorial services, trash collection and utilities). The geographic location of the contractor's primary facility with respect to NAVAIR St. Inigoes is not dictated, but a forty-five mile target driving distance to the Government Program Office location at NAVAIR St. Inigoes is mandatory. If permanent facilities are not available to an offeror at time of contract award, a plan of interim facility availability shall be provided as part of the proposal. The contractor's permanent support facilities shall be in place no later than 120 days after task order award. All facilities shall meet the standards for

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access prescribed by the Americans with Disabilities Act of 1965. No facilities will be charged as a direct cost to the Government.

5.1 Administrative Support Facilities

The contractor shall provide a conference room on an ad hoc/temporary basis to facilitate productivity and is not permanent seating. The contractor shall furnish and equip the facility to occupancy status and shall provide all equipment and material required for use in the facility.

5.2 Industrial Support Facilities

The contractor shall provide environment capable industrial space for the storage, integration, and testing of electronic equipment and systems associated with assigned projects necessary in the performance of this task. The space shall be a minimum of 15,000 square feet and a maximum of 25,000 square feet. The space shall be configured to provide distinct and securable areas for receiving, material receipt inspection, equipment testing, storage awaiting buildup, a buildup area (including foundation, cabinet, and cable buildup), a machine shop for fabrication of pieces and parts, storage awaiting integration and testing, and storage of completed systems. The contractor shall provide all equipment and materials required for use in the facility as well as furnish and equip the facility to occupancy status.

6.0 IT CLAUSES

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

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

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

6.1 Information Assurance

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

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

All Information Assurance (IA) shall be in compliance with the following listed instructions, to include those referenced within the below listing:

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009
- b. (Chairman of the Joint Chiefs of Staff Instruction) CJCSI 3170.01G (series), “Joint Capabilities Integration and Development System”, 1 March 2009
- c. CJCSI 6211.02C (series) – “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008
- d. CJCSI 6212.01E (series) – “Interoperability and Supportability of Information Technology and National Security Systems,” 15 December 2008
- e. CJCSI 6250.01C (series) – “Satellite Communications,” 30 April 2007
- f. CJCSI 6510.01E, “Information Assurance (IA) and Computer Network Defense (CND),” 15 August 2007
- g. (Chairman of the Joint Chiefs of Staff Manual) CJCSM 6510.01A – “Information Assurance (IA) and Computer Network Defense (CND) Volume I (Incident Handling Program”, 24 June 2009
- h. [Chief of Naval Operations/Headquarters, United States Marine Corps] CNO N614/HQMC C4 – “Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0,” 31 October 2002
- i. Defense Acquisition Guidebook – Chapter 7 “Acquiring Information Technology, Including National Security Systems,”; Section 7.5 “Information Assurance (IA)”
- j. DoD 5220.22-M, “National Industrial Security Program Operating Manual,” February 28, 2006 (NISPOM)
- k. DoD 8570.01-M, “Information Assurance Workforce Improvement Program”, 19 Dec 2005 (Incorporating Change 2, Feb 25, 2010)
- l. DoDD 8000.01 “Management of the Department of Defense Information Enterprise,” February 10, 2009
- m. DoDD 8100.02, “Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007

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- n. DoDD 8500.01E (series), "Information Assurance (IA)," October 24, 2002, Certified Current as of April 23, 2007
- o. DoDD 8570.01 "Information Assurance Training, Certification, and Workforce Management," August 15, 2004, Certified Current as of April 23, 2007
- p. DoDI 4630.8, "Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS)," June 30, 2004
- q. DoDI 8500.2, "Information Assurance Implementation," February 6, 2003
- r. DoDI 8510.01, "DoD Information Assurance Certification and Accreditation Process (DIACAP)," November 28, 2007
- s. DoDI 8520.2, "Public Key Infrastructure (PKI) and Public Key (PK) Enabling, April 1, 2004
- t. DoDI 8551.1, "Ports, Protocols, and Services Management (PPSM)," August 13, 2004
- u. DoDI 8580.1, "Information Assurance in the Defense Acquisition System," July 9, 2004
- v. DoDI 8581.01, "Information Assurance (IA) Policy for Space Systems Used by the Department of Defense," June 8, 2010
- w. DON CIO Memo 02-10, "Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology," 26 April 2010
- x. DON ltr 5239 NAVAIR 726/2322 of 18 Feb 09, "NAVAIR Data at Rest Policy"
- y. Federal Information Processing Standards Publications (FIPS PUB)
[<http://www.itl.nist.gov/fipspubs/by-num.htm>]
- z. (National Security Telecommunications and Information Systems Security Policy) NSTISSP No. 11, "Revised Fact Sheet National Information Assurance Acquisition Policy," July 2003
- aa. (Office of the Chief of Naval Operations) OPNAV INST 5239.1C, "Navy Information Assurance (IA) Program," 20 Aug 08
- bb. SECNAV M-5239.1, "Department of the Navy Information Assurance Program; Information Assurance Manual," November 2005
- cc. SECNAVINST 5230.15, "Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software," 10 April 2009

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dd. SECNAVINST 5239.3B, "Department of the Navy Information Assurance Policy," June 17, 2009

ee. SECNAVINST 5239.19, "Department of the Navy Computer Network Incident Response and Reporting Requirements," 18 March 2008

ff. The National Security Act of 1947

gg. Title 40/Clinger-Cohen Act

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA Manager is available via the NAVAIR portal at

https://mynavair.navair.navy.mil/portal/server.pt/gateway/PTARGS_32_0_856_0_-1_47/http:/C27VMWARPAXR274.nadsusea.nads.navy.mil;11930/collab/do/document/overview?projID=135128&documentID=290394

6.2. Systems and Networks

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

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

6.3 System Software / Application Compliance

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

6.4 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services

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

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

6.5 Software Development/Server Procurement

Any tools developed that will be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

6.6 Enterprise Architecture

- a. Contractor Networks and Connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this task order. The contractor may access non-government, external IP space via the NAVAIR-provided Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.

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b. Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.

c. Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

d. IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

e. The MOA only applies if the contractor will be using a network on-site other than NMCI or RDT&E.

6.7 Contractor Networks

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

a. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;

b. Extent of Validation Scanning. To prevent scanning of “corporate” assets, all such networks, equipment and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;

c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6211.02C (series), “Defense Information System Network (DISN): Policy and Responsibilities,” 9 July 2008;

d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;

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e. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network

6.8 Clinger-Cohen Act

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

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

6.9 Navy Marine Corps Intranet (NMCI)

The contractor is advised that Information Technology (IT) services shall be ordered pursuant to the authority of clause 5252.237-9503 "Ordering Procedures for Navy Marine Corps Intranet Services".

6.10 Software Process Improvement Initiative (SPII):

The SPII Policy requires that standardized contract language be included in solicitations or task orders under which contractor(s) are required to perform "software development".

As defined in the Assistant Secretary of the Navy (ASN) Memorandum, Software Process Improvement Initiative (SPII) Guidance for Use of Software Process Improvement Contract Language dated 13 July 2007, "Computer Software development" or "software development" means, as applicable developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building databases schema, and performing other activities needed to implement the design of a noncommercial computer software product.

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This definition recognized that even small changes to software code can result in significant changes to software system behavior and quality, and, consequently, that it is necessary for developers to define and follow disciplined and appropriate processes.”

Mandatory elements of the SPII policy language are:

- a. The requirement that Offerors submit a proposed Software Development Plan (SDP) with their proposals, and, during task order performance, deliver a completed SDP (based on the proposed SDP) as a Contract Data Requirements List (CDRL) deliverable, subject to Government review and approval. **However, at the time of solicitation, a SDP is not required. During performance a SDP will be required in accordance with the Statement of Work and CDRL A004.**
- b. The information content of the SDPs, which shall follow the framework of Institute of Electrical & Electronics Engineers (IEEE)/Electronics Industries Association (EIA) IEEE/EIA Std 12207 regarding subject content, level of detail, and completeness.
- c. The requirement that the SDP serve during task order performance as the benchmark for the contractor’s software development effort.
- d. The requirement that the SDP shall be periodically evaluated and updated, as a part of continuous process improvement subject to Government review and approval.

Discretionary elements of the SPII policy language are:

- a. Where the language is incorporated in the solicitation and task order.
- b. The format of the SDP (including whether it needs to be a single volume or may consist of multiple volumes.)
- c. The other elements of IEEE/EIA Std 12207 that must be included, as based on the needs of the system to be acquired and its associated work content.

The policy and additional information can be found at <http://acquisition.navy.mil/content/view/full/5144>

7.0 TECHNICAL DIRECTION LETTERS (TDLs)

7.1 Technical Direction Letters (TDLs)

When necessary, technical direction or clarification concerning the details of specific tasks set forth in the task order shall be given through issuance of Technical Direction Letters (TDLs). TDLs will not, in any manner, alter the scope of the task order. Each TDL issued will include a description of the work to be performed, a list of deliverables, data item descriptions, and a delivery schedule. For further direction see Clause 5252.242-9502 TECHNICAL DIRECTION in section H.

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7.2 Project/Task Closeout Report

The contractor shall provide a closeout report after completing the requirements of a project/task. (CDRL A033)

8.0 PROGRESS REPORTS

8.1 Technical Progress Reports

The contractor shall prepare and deliver a technical progress report as a supplement to each Standard Form 1034 presented for payment (CDRL A028)

8.2 Financial Progress Reports

The contractor shall prepare and deliver financial progress reports. In order to reduce the administrative burden presented by creating a unique reporting requirement and to allow these reports to piggyback on the contractor's timesheet/payroll system, the actual periodicity of these reports will be determined by the contractor's existing accounting system. The purpose of this report is to provide NAVAIR with the current financial status of the task order at the contract line item number (CLIN) and technical direction letter (TDL) level. When applicable, this report shall include prior year(s) expenditures. (CDRL A006)

8.3 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Communication and Information System Support 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>.

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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>.

9.0 WORK SCHEDULE

The contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually eight and one-half (8.5) hours (including a 30-minute lunch break), from 0730–1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have the flexibility to start as early as 0600 and end as late as 1800, Monday through Friday. Services and staffing shall be provided for each office at least eight (8) hours per day (an 8.5-hour workday with a 30-minute lunch break).

Government employees are allowed to voluntarily work a compressed work schedule (CWS). CWS is an alternative work schedule to the traditional five 8-hour workdays per week. An employee participating in the CWS completes eight weekdays at nine (9) hours each; one Friday is alternately worked for eight (8) hours, and the other Friday is not worked. The result is eighty (80) hours worked every two weeks, forty-four (44) work hours one week and thirty-six (36) work hours the other.

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

10.0 TRAVEL

10.1 Travel/On-Site Work

The contractor shall be required to travel and/or work on-site at the Government's request.

10.2 Travel Locations and COR Approval

Local and long distance, domestic, and international travel (CONUS and OCONUS) may be required for this effort. CONUS locations may include to St. Inigoes, MD, Newport, VT, Weslaco, TX, McAllen, TX, Rio Grande City, TX, Brackettville, TX, Uvalde, TX, Zapata, TX, Laredo, TX, Alamogordo, NM, Blaine, WA, Eureka, MT, Harrisburg, PA, Norfolk, VA, Mayport, FL, St Louis, MO, Hood River, OR, Tucson, AZ, San Diego, CA, Quantico, VA,

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Washington, D.C., Dallas, TX, Detroit, MI, Jacksonville, FL and Tampa, FL.

OCONUS locations may include Sasebo, Japan, and Aguadilla, Puerto Rico, and other countries in Europe, the Middle East, Asia, and Africa.

All travel expenses shall be authorized by the COR, and only those travel expenses having valid receipts and travel claims shall be reimbursed to the contractor as Other Direct Costs (ODC). Travel shall be reimbursed at cost in accordance with the Department of Defense Joint Travel Regulations and NAVAIR clause 5252.232-9509, Travel Approval and Reimbursement Procedures (NAVAIR)(OCT 2013)

10.3 Travel with Government Personnel

The Contractor may, on occasion, be required to provide transportation to Government members of the TDY team when it is deemed most economical to the Government and is otherwise in the Government's best interest, and the cost for such transportation will be reimbursed in accordance with the ODC CLINs included in this task order.

10.4 Travel Reporting and Monitoring

The contractor shall report all travel costs in the monthly status report, and shall monitor all travel costs to ensure yearly ceiling is not exceeded. (CDRL A028)

11.0 DATA ITEMS FORMAT

The contractor shall provide a uniform order of the following information clearly placed on all required contract data item (deliverables): contract number, task order number, contractor's name, contract WBSN, CDRL number and title, period covered, and date of submission. Progress reports identified in PBSOW 6.0 shall include charts, curves, and other graphics needed to clearly define the status of the task order. All data items

required by the CDRLs (DD Form 1423, Exhibit A) shall be distributed as required by the CDRL.

11.1 Electronic Format Preferred

The contractor shall provide deliverables in electronic format whenever possible. Deliverables shall be electronically mailed to the COR where feasible, or delivered by hand or postal service in electronic or hard copy format. Specific Internet addresses for electronic submission of deliverables will be provided on the applicable CDRL.

12.0 IDENTIFICATION BADGES

The Contractor shall furnish all requested information required to facilitate issuance of identification badges, as required, and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass

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and ID Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards (CACs), are returned in accordance with NASPAXRIV Instruction 5510.15, REGULATIONS GOVERNING ADMISSION TO NAVAL AIR STATION, PATUXENT RIVER, WEBSTER FIELD, AND NAVY RECREATION CENTER SOLOMONS.

13.0 NON-DISCLOSURE AGREEMENTS

13.1 Reserved

13.2 Non-Government Purposes

Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR 5252.209- 9510, ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES), with respect to proprietary data of third parties, and DFARS 252.227- 7025, LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT- FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS, with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, or disclose any non-public information provided to or obtained by the Contractor in the course of performing the task order for other than Government purposes, and shall not do so for any commercial or personal purpose.

13.3 Conflicts of Interest

In the event the Contractor knows of, or identifies, an employee who has a commercial interest in the subject matter of any proposed or on-going agreement related to the services to be performed herein, the Contractor shall consider such interest a potential conflict of interest under paragraph (g) of NAVAIR 5252.209- 9510, and promptly disclose it to the Contracting Officer.

14.0 OPERATIONS SECURITY (OPSEC) PLAN

An OPSEC plan shall be developed, implemented, and maintained. Contractor personnel may be subject to a government security investigation and eligibility requirements for access to classified information at the level noted in the Attached DD254 (Attachment 1). Where applicable, the contractor shall ensure that any new employees have and maintain a minimum of Department of Defense (DoD) National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access the facilities required to perform the work. (CDRL A044)

15.0 OTHER DIRECT COSTS

15.1 Other Direct Costs

The contractor may be required to incur travel, NMCI, and incidental supplies and materials costs in support of this effort as Other Direct Costs (ODC). All incidental material purchases will be approved per Clause H3 "Restriction on the Direct Charging of Material (Variation) (Dec20XX)" and 5252.232-9509 "Travel Approval

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and Reimbursement Procedures (NAVAIR)(OCT 2013)".

15.2 Government Property

All material associated with this task order that is purchased by the contractor and not depleted during the performance of the task order shall become the property of the Federal Government. Any material remaining after the completion of the task order, the cost of which has been reimbursed by the Government, will remain Government property and will be transferred to the Government by way of Material Inspection and Receiving Report (DD 250).

15.3 General, Administrative, and Material Handling Expenses

Other Direct Costs may include General and Administrative (G&A) and/or Material Handling expenses, but shall not include profit/fee.

16.0 TASK ORDER BASIC/OPTION YEAR PERIOD CLOSE-OUT REPORT

The contractor shall provide a close-out report after completing each option period. (CDRL A045)

17.0 PERSONNEL SECURITY

Only U.S. citizens may perform under this order. All personnel must be able to obtain a clearance at the Secret level. All personnel required to work at the Government's site must, at a minimum, obtain an Interim Secret Clearance prior to starting work at the Government's facility. In some instances, a Top Secret level clearance may be required. The level of clearance required to perform tasking under this order is up to and including Top Secret in accordance with the Security Clearance Information table in Attachment 2. The contractor shall locate and secure conference room facilities for conducting meetings in addition to office/lab space at the classification level up to and including Top Secret access.

18.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

The Government will evaluate contractor performance in the areas of Quality, Schedule, Cost Control, Business relations, Management, Small business compliance, and other areas in accordance with the procedures and criteria established in the QASP.

19.0 GOVERNMENT FURNISHED PROPERTY/INFORMATION

Any GFI listed in this task order will be provided to the contractor within 5 days after award of the task order. Additional GFI such as training, and documentation requiring contractor review, analysis, and updating will be provided throughout the task order period of performance. Disposition of GFI will be made at task order completion.

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Contractors performing on-site support will be provided access to workspaces, telephone service, telephones, printers, facsimile machines, copy machines, shredders, and network access including web servers and applicable databases or other applications necessary to carry out assigned tasks. The workspaces will normally be available from 0600 to 1800 Monday through Friday. Exceptions to these hours shall be coordinated with the COR.

20.0 MINIMUM PERSONNEL QUALIFICATIONS

Minimum Personnel Qualifications are contained in Section J, Attachment 2.

21.0 Reporting of Costs

To support invoice reviews conducted as part of proper surveillance, the Contractor shall report costs in accordance with CDRL A046.

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SECTION D PACKAGING AND MARKING

CLIN 4000 and Option items 7100, 7200, 7300, and 7400 - Packaging and marking are not applicable to these items.

CLINs 6000 and 6001, and Option items 9100, 9101, 9200, 9201, 9300, 9301, 9400 and 9401- Packaging and marking shall be in accordance with Section D of the Seaport-e Multiple Award Basic Contract.

CLIN 4002 and Option Items 7102, 7202, 7302, and 7402 - Packaging and marking shall be in accordance with Section J, Exhibit A, Contract Data Requirements List (CDRLs).

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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) task order number
- (4) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

Labor CLINs (4000, 7100, 7200, 7300, and 7400) will be inspected in accordance with the QASP (Attachment 2) and accepted via the Wide Area Workflow Receipt and Acceptance system specified in Section H.

Data CLINs (6002, 7102, 7202, 7302, and 7402) will be inspected in accordance with the QASP (Attachment 2) and accepted in accordance with Exhibit A.

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/1/2013 - 7/31/2014
6000	8/1/2013 - 7/31/2014
6001	8/1/2013 - 7/31/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/1/2013 - 7/31/2014
6000	8/1/2013 - 7/31/2014
6001	8/1/2013 - 7/31/2014

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

4001	8/1/2013 - 7/31/2014
6002	8/1/2013 - 7/31/2014
7100	8/1/2014 - 7/31/2015
7101	8/1/2014 - 7/31/2015
7200	8/1/2015 - 7/31/2016
7201	8/1/2015 - 7/31/2016
7300	8/1/2016 - 7/31/2017
7301	8/1/2016 - 7/31/2017
7400	8/1/2017 - 7/31/2018
7401	8/1/2017 - 7/31/2018
9100	8/1/2014 - 7/31/2015
9101	8/1/2014 - 7/31/2015
9102	8/1/2014 - 7/31/2015
9200	8/1/2015 - 7/31/2016
9201	8/1/2015 - 7/31/2016
9202	8/1/2015 - 7/31/2016
9300	8/1/2016 - 7/31/2017
9301	8/1/2016 - 7/31/2017
9302	8/1/2016 - 7/31/2017
9400	8/1/2017 - 7/31/2018
9401	8/1/2017 - 7/31/2018
9402	8/1/2017 - 7/31/2018

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

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

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

(1) PCO, Code [2.5.1.3].

(2) ACO, Code [N/A]

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses:

NAWCAD 4.5.10

NAWCAD Mission Systems Engineering Branch Code 4.5.10.3

17149 Communications Lane

Building 8222

St. Inigoes, MD 20684-0010

Mark For: Contracts Deliverable Manager (insert contract number)

AIR 7.4.4

AIR 7.4.4 NAVAIR Security

ATTN Madeine Gantt

47123 Buse Road

Bldg 2272, R074

Patuxent River, MD 20670

Madeline.gantt@navy.mil

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SECTION G CONTRACT ADMINISTRATION DATA

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

PGI Payment Clause

PGI 204.7108 (d)(12) Other: Payment needs to be based on projects not funding and/or ACRNs. Tracking by funding and/or ACRN only, the customer loses the visibility to the project which is needed due to multiple sponsors, PGI clauses 252.204-0001 thru 0011 cannot be applied, therefore use 0012 and pay from the CLIN/ACRN cited on the invoice. The contractor is advised on what CLINs/ACRNs to cite on the invoice.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (JAN 2012)

(a) The Contracting Officer has designated/appointed Darrell Mason as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties: See Attachment 9.

(b) The effective period of the COR designation/appointment is the period of performance of this contract.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2007)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: [None] or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>.

11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under

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Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☒ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	<u>Block 6 on TO Cover</u>
Admin DODAAC	<u>Block 7 on TO Cover</u>
Pay Office DODAAC	<u>Block 15 on TO Cover</u>
Inspector DODAAC	<u>N3555A</u>
Service Acceptor DODAAC	<u>S2404A</u>
Service Approver DODAAC	<u>S2404A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA819</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order bases, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries by individual labor categories, rates, and hours (both straight time and overtime) invoices; as well as a cost breakdown of ODC's (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates and hours (both straight

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time and overtime) invoiced; as well as a cost breakdown of ODC's, 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver emails addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: Darrell.Mason@navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact (to be determined at Task Order level.)

*** To be provided at the task order level.**

Accounting Data

SLINID	PR Number	Amount
400001	1300366401	276300.00
LLA :		
AA 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001827118		
CIN: 130036640100001		
400002	1300366401	200000.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000 A10001827118		
CIN: 130036640100003		
400003	1300366401	23700.00
LLA :		
AC 97X4930 NH2A 255 77777 0 050120 2F 000000 A20001827118		
CIN: 130036640100002		
600001	1300366401	291000.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000 A10001827118		
CIN: 130036640100004		
600101	1300366401	9000.00
LLA :		
AB 97X4930 NH2A 255 77777 0 050120 2F 000000 A10001827118		
CIN: 130036640100004		

BASE Funding 800000.00
Cumulative Funding 800000.00

MOD 01

400004	1300377370	60000.00
LLA :		
AD 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001900056		
CIN: 130037737000001		

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400005 1300377370 7080.25
LLA :
AE 97X4930 NH2A 255 77777 0 050120 2F 000000 A10001900056
CIN: 130037737000002

400006 1300377370 58345.34
LLA :
AF 97X4930 NH2A 255 77777 0 050120 2F 000000 A20001900056
CIN: 130037737000003

400007 1300377370 80000.00
LLA :
AG 97X4930 NH2A 255 77777 0 050120 2F 000000 A30001900056
CIN: 130037737000004

400009 1300377370 26420.19
LLA :
AJ 97X4930 NH2A 255 77777 0 050120 2F 000000 A50001900056
CIN: 130037737000006

400010 1300377370 36023.85
LLA :
AK 97X4930 NH2A 255 77777 0 050120 2F 000000 A60001900056
CIN: 130037737000007

400011 1300377370 50000.00
LLA :
AL 97X4930 NH2A 255 77777 0 050120 2F 000000 A70001900056
CIN: 130037737000008

400012 1300377370 40000.00
LLA :
AM 97X4930 NH2A 255 77777 0 050120 2F 000000 A80001900056
CIN: 130037737000009

400013 1300377370 92405.41
LLA :
AN 97X4930 NH2A 255 77777 0 050120 2F 000000 A90001900056
CIN: 130037737000010

400014 1300377370 11562.50
LLA :
AP 97X4930 NH2A 255 77777 0 050120 2F 000000 B00001900056
CIN: 130037737000011

400015 1300377370 41047.35
LLA :
AQ 97X4930 NH2A 255 77777 0 050120 2F 000000 B10001900056
CIN: 130037737000012

400016 1300377370 332234.74
LLA :
AR 97X4930 NH2A 255 77777 0 050120 2F 000000 B20001900056
CIN: 130037737000013

400017 1300377370 10000.00
LLA :
AS 97X4930 NH2A 255 77777 0 050120 2F 000000 B30001900056
CIN: 130037737000014

400018 1300377370 69500.00
LLA :
AT 97X4930 NH2A 255 77777 0 050120 2F 000000 B40001900056
CIN: 130037737000015

400019 1300377370 40000.00
LLA :
AU 97X4930 NH2A 255 77777 0 050120 2F 000000 B50001900056
CIN: 130037737000017

600002 1300377370 300000.00

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LLA :
AR 97X4930 NH2A 255 77777 0 050120 2F 000000 B20001900056
CIN: 130037737000016

MOD 01 Funding 1254619.63
Cumulative Funding 2054619.63

MOD 02

400020 1300379431 28000.00
LLA :
AV 97X4930 NH2A 255 77777 0 050120 2F 000000 A10001918111
CIN 130037943100002

400021 1300379431 37623.80
LLA :
AW 97X4930 NH2A 255 77777 0 050120 2F 000000 A20001918111
CIN 130037943100003

400022 1300379431 10000.00
LLA :
AX 97X4930 NH2A 255 77777 0 050120 2F 000000 A30001918111
CIN 130037943100004

400023 1300379431 100000.00
LLA :
AY 97X4930 NH2A 255 77777 0 050120 2F 000000 A40001918111
CIN 130037943100005

400024 1300379431 250000.00
LLA :
AZ 97X4930 NH2A 255 77777 0 050120 2F 000000 A50001918111
CIN 130037943100006

400025 1300379431 204000.00
LLA :
BA 97X4930 NH2A 255 77777 0 050120 2F 000000 A60001918111
CIN 130037943100007

MOD 02 Funding 629623.80
Cumulative Funding 2684243.43

MOD 03

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LLA :
BB 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001984033
CIN 130038566300001

600003 1300385663 250000.00
LLA :
BB 97X4930 NH2A 255 77777 0 050120 2F 000000 A00001984033
CIN 130038566300002

MOD 03 Funding 1250000.00
Cumulative Funding 3934243.43

MOD 04 Funding 0.00
Cumulative Funding 3934243.43

MOD 05

400027 1300390155 1500000.00
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BC 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002025718
CIN No. 130039015500001

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MOD 05 Funding 1500000.00
Cumulative Funding 5434243.43

MOD 06

400028 1300400445 1600000.00
LLA :
BD 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002100321
CIN: 130040044500001

MOD 06 Funding 1600000.00
Cumulative Funding 7034243.43

MOD 07

400029 1300412948 1500000.00
LLA :
BE 97X4930 NH2A 255 77777 0 050120 2F 000000 A00002199664
CIN: 130041294800001

MOD 07 Funding 1500000.00
Cumulative Funding 8534243.43

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SECTION H SPECIAL CONTRACT REQUIREMENTS

TASK ORDER H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (February 2011) (AIR-2.5.1)

- (a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.
- (b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 5 years in duration.
- (c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.
- (e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.
- (f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

TASK ORDER H-2 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL

NAVAIR 5252.242-9515 (Variation)

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

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

Only material included in the below List of Allowable Material may be procured under this task order. No material with a unit cost of \$250,000.00 or greater shall be procured under this task order. No procurement from a single source with a total value, that is the total sum of all items, of \$700,000.00 or greater may be procured under this task order.

(b) List of Allowable Materials:

Electronic Components and Materials:

Adapters, Amplifiers, Antennas, Antenna Masts, Backshells, Batteries, Bridges, Cables, Cable Assemblies, Cable Management, Cable Splices, Capacitors, Circuit Boards and associated repair materials, Circuit Breakers, Charging Devices, Chassis, Chemicals, Chips, Cleaners, Color Monitors and touch panels, Communications Special Enclosures,

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Communicator Switches, Computer Equipment, Parts, and Accessories (e.g. Monitors, Keyboards, Mouses, Speakers, Cases, Computer Cards, Computer Cables, Server Racks, Hard Drives, Uninterruptible Power Supplies (UPS), Connectors, Converters, Crystals, Cryptographic Devices, DATACOMM, Data Controllers, Desktop Computers, Data Storage Devices, Development Tools, Diodes, Diplexers, Eliminators, Encoders, Environmental Control Units, Fiber Optic Equipment, Fuses, Generators, Global Positioning Systems, Handsets, Headsets, Hubs, IC Circuits, Inductors, Inserts, Interface Cards, Lamps/Bulbs, Laptop Personal Computers, Microphones, Modems, Modules, Multimedia Equipment, Multiplexers, Networking Components and Supplies, Patch Cords, Power Distribution Units, Power Supplies, Printers, Radios, Receivers, Relays, Repair Materials, Resistors, RF Adapters, Routers, Secure Telephones, Secure Voice Adapter, Security System Components, Semi-Conductor Devices, Servers, Software Licenses (e.g. Word Processors, Spreadsheets, Database Managers, Utilities, Operating Systems, Graphics and Presentation Packages, Mail Systems, Network Handlers, Communications Packages, Media Converters, Customized Software, and Miscellaneous Software.), Splices, Switches, Telephones, Terminals, Test and Measuring Equipment, Transceivers, Transistors, Test Equipment, Transformers, Video Equipment, Wires and Work Stations.

Hardware:

Bolts, Boxes, Brackets, Braces, Brads, Cases, Conduit, Electrical Boxes, End Fittings, Face Plates, Fiberglass, Filters, Foam Inserts, Handles, Heat Shrink, Hinges, Interior/Exterior Mounts, Intermediate Distribution Frames, Metal (Various Gauge), Nuts, Patch Panels, Plastics, Power Distribution Panels, Racks, Rack Assembly, Rack Mount Frames, Rivets, Rivnuts, Screws, Shelters (Hard & Soft), Shock Mounts, Slides, Storage Containers, Tents, Tool Kits, Modification Equipment for Trailers and Vehicles, Washers, Wood.

Miscellaneous Material:

Binders, Data Storage Medium, De-Greaser, Deliverable/Documentation Consumables, Dividers, Electronic Component Cleansing Materials, Electronic Repair Services, Furniture, Mylar, Paint, Shipping/Freight Supplies/Services, Solder Supplies, Vu-graph Supplies, Side Plate and Pouch Carrier Materials, and other body armor materials.

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

To obtain IT approval the contractor shall prepare an IT Certification Letter (Appendix 4 – Non-Navy IT Compliance Certification Form) with a complete list of items to be obtained. The IT Certification Letter shall be provided to the Division designated IT point of contact for approval through the NAVAIR Chief Information Officer process. The IT approval shall be provided to the COR prior to procurement.

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

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

For procurements of any items (excluding software licenses) with a total value, \$3,000.00 and below no COR or Contracting Officer approval is required.

For procurements of any items (excluding software licenses) with a total value between \$3,000.01 and \$150,000.00 COR approval is required.

For procurements of any items (excluding software licenses) with a total value greater than \$150,000.00, COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to

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the COR and Contractor.

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (MAY 2012)

(a) This contract requires the use of Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel. Such DoN IT resources shall be procured from the NMCI Contractor pursuant to the authority of NMCI Continuity of Services Contract (CoSC), Contract #N00039-10-D-0010, clause H-3 "Ordering".

(b) Prior to ordering directly from the NMCI Contractor, the contractor shall obtain written authorization from the Contracting Officer executing this contract, via execution of a modification which funds the Contract Line Item Numbers (CLINs) for NMCI for the period of performance listed in NAVAIR Clause 5252.245-9500. The Contractor shall not place an NMCI Order prior to the CLIN for NMCI being funded. Any NMCI Order exceeding the funding of the CLIN for NMCI shall be an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the Contractor for hardware and services authorized under NAVAIR Clause 5252.245-9500 that are ordered under the CoSC including applicable indirect burdens (general & administrative, etc.) but excluding profit or fee.

(d) During this contract, if performance no longer requires NMCI/CoSC assets, the Contractor shall terminate applicable NMCI/CoSC orders in accordance with Attachment 5 in Section J.

(e) See Attachment 5 in Section J for additional details related to NAVAIR procedures and information related to contractor NMCI IT use under this contract to include security and NMCI legacy IT contract transition guidance to the NMCI/CoSC contract.

(f) The Contractor must provide proof that disposal of NMCI hardware was completed in accordance with Attachment 5 in Section J.

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment, listed in Section C, will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the

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program and technical decision-making process concerning this contract.

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

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

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of **[3 YEARS]** after the date of completion of the contract. (FAR 9.505-1(a))

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

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

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

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

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field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with **[3 YEARS]** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

11 RA SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 112,500 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 2,164 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee (Required LOE - Expended LOE)
Required LOE

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

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

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

(j) Unless the Contracting Officer 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.

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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 the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan. *

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

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ESTIMATED ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
4000	\$ [REDACTED]	\$ [REDACTED]	01 Aug 2013 - 30 Jun 2014
6000	\$ 841,000.00	\$0	01 Aug 2013 - 30 Jun 2014
6001	\$ 9,000.00	\$0	01 Aug 2013 - 30 Jun 2014

(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 6001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

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

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These

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include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

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

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

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

(c) Travel Policy.

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

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

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

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

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

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

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

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

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

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

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no

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matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

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

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

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

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

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)

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

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

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

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

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

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

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

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precedence.

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

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

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

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

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(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 contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor 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 contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Thomas E. Stann
21983 Bundy Road, Bldg 441
Patuxent River, MD 20670
301-737-7578
thomas.stann@navy.mil

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (AUG 2011)

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

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to

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the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR_fct@navy.mil mailbox.

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

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

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
	NONE						

(2) Government furnished property to be provided under this contract:

Nomenclature/Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

Schedule/Source	Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
N00039-10-D-0010	NMCI					

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in

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accordance with the “Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors,” DoD 4000.25-1-M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

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SECTION I CONTRACT CLAUSES

52.215-20 -- REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (Oct 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its

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intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

SCA Category	SCA #	GS Equivalent	Fringe @ 51.5%	Total GS Equivalent Wage
Programmer I	14071	\$20.90	\$10.76	\$31.66
Programmer II	14072	\$25.56	\$13.16	\$38.72
Programmer III	14073	\$30.93	\$15.93	\$46.86
Installation Tech	23181	\$25.56	\$13.16	\$38.72
Drafter/CAD Operator III	30061	\$25.56	\$13.16	\$38.72
Technical Writer II	30462	\$25.56	\$13.16	\$38.72
General Clerk II	01112	\$16.87	\$8.69	\$25.56

(End of Clause)

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)

252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2013)

(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

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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—

(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

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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

(D) 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

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

(2) 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

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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, including subcontracts for commercial items, 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 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 Commander.

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(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 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

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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—

(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>;

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

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

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

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

(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;

(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.

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(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) 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;

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(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 biological, or chemical protective equipment.

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

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

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, 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

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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.*

(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.

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(End of 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.

(End of 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.

(End of clause)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUN 2012)**

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF

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accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)

(a) *Definitions.* Discipline Working Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

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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:

(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.

(End of Clause)

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)

Include clause [952.223-0001](#), Reporting Kidnappings, Serious Injuries and Deaths, in all service and construction contracts with performance in Iraq or Afghanistan.

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**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

Other Pertinent Information

(End of Clause)

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

Insert clause 952.225-0003, Fitness for Duty and Medical/Dental Care Limitations, in all

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contracts with place of performance in Afghanistan.

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 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

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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).

(End of Clause)

952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS

Insert clause 952.225-0004, Compliance with Laws and Regulations, in all service and construction contracts with place of performance in Iraq or Afghanistan.

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 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,

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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).

(End of 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).

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(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.

(End of Clause)

952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (DEC 2011)

Insert clause [952.225-0009](#), Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR), in all contracts that employ personnel working on bases supporting U.S. Forces with performance in Afghanistan regardless of hiring location. This clause will be added by contract modification to all existing applicable contracts in and Afghanistan, at the discretion of the Contracting Officer, based upon consultation with the requiring activity.

**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).

(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.

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(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.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory

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guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of 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.

<u>U.S. Citizens</u>				
	APO/FPO/MPO/DPO/Postal Services**	x	DFACs	Mil Issue Equip
	Authorized Weapon	x	Excesss Baggage	MILAIR
x	Billeting		Fuel Authorized	x MWR
	CAAF*	x	Govt Furnished Meals	x Resuscitative Care
x	Controlled Access Card (CAC)		Military Banking	x Transportation
	Badge		Military Clothing	All
	Commissary	x	Military Exchange	None
	Dependants Authorized		Embassy Air***	Embassy Clinic Iraq***
	Embassy Housing, Meals****		Embassy Clinic - Afghanistan****	
	Embassy Air****			

<u>Third-Country National (TCN) Employees</u>				
x	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
	Commmissary		Military Exchange	None
	Dependents Authorized		Embassy Air***	Embassy Clinic

<u>Local National (LN) Employees</u>				
x	N/A		DFACs	Mil Issue Equip
	Authorized Weapon		Excess Baggage	MILAIR
	Billeting		Fuel Authorized	MWR

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CAAF*	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	None
Dependents Authorized	Embassy Air***	Embassy Clinic

* CAAF means Contractors Authorized to Accompany Forces.

** Mail to Iraq limited to 2lbs

*** Applies to Iraq only

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

SPECIAL NOTE – Iraq Security: The Office of Security Cooperation-Iraq (OSC-I) will provide security support to contractor personnel commensurate with the level of security provided to DoD civilians working in Iraq. Security support will include static and mobile security support. Static security is provided at all OSC-I sites to include living and dining facilities, base perimeter and gates. Mobile security support includes Security Escort Teams (SETs) which provide the necessary security while personnel are transiting to their work site and while at the work location.

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.

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

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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 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

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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.

(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.

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(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 effect on future contracts with the USG, anywhere in the world.

(End of 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 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 LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals 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 nonmission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled 56 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.

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(End of Clause)

952.225-0022 VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN)(APR 2012)

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

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

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A CDRLs

Attachment 1 DD254

Attachment 2 Personnel Qualifications

Attachment 3 Wage Determinations

Attachment 4 OCI List

Attachment 5 DFC Requiring NMCI Access

Attachment 6 List of Key Personnel 23 October 2013

Attachment 7 Reserved

Attachment 8 List of Approved Subcontractors

Attachment 9 COR Appointment Letter