

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7736		2. DELIVERY ORDER NO. N6523618F3082		3. EFFECTIVE DATE 2018 Jun 08		4. PURCH REQUEST NO. 1300690934		5. PRIORITY Unrated						
6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 Gail R Jellema/N65236 843-218-3109			CODE N65236		7. ADMINISTERED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022			CODE N65236		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)				
9. CONTRACTOR GROVE RESOURCE SOLUTIONS, INC 5295 Westview Drive, Ste 125 Frederick MD 21703			CODE IRTX7		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED					
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G											
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>				
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.											
	PURCHASE	<input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.											
	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
GROVE RESOURCE SOLUTIONS, INC					akozi Proposal Manager									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)					
If this box is marked, supplier must sign Acceptance and return the following number of copies:														
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule														
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT					
	See Schedule													
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL						
				BY: /s/Daniel S Woppert				06/06/2018		26. DIFFERENCES				
								CONTRACTING/ORDERING OFFICER						
27a. QUANTITY IN COLUMN 20 HAS BEEN														
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS					
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
f. TELEPHONE					g. E-MAIL ADDRESS							FINAL		34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT		35. BILL OF LADING NO.							
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			COMPLETE					PARTIAL				
					FULL									
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.				

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## **GENERAL INFORMATION**

**DEPARTMENT OF THE NAVY**

**SPACE AND NAVAL WARFARE SYSTEMS CENTER ATLANTIC**

**P.O. BOX 190022, NORTH CHARLESTON, SC 29419-9022 (SEAPORT-E: GENERAL)**

**Description: Performance Based Logistics - Organic (PBLO) Ship's Signal Exploitation Equipment (SSEE) and Cooperative Outboards Logistics Update**

**Terms: CPFF/Level of Effort (LOE)**

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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
7001	R425	NAVMACS support in accordance with Performance Work Statement (PWS) paragraphs 3.1, 3.2, and 3.3 found in Section C. (WCF)	1.0	EA			
700101	R425	(WCF)					
7002	R425	SSEE support in accordance with Performance Work Statement (PWS) paragraphs 3.1, 3.2, and 3.3 found in Section C. (WCF)	1.0	LO			
700201	R425	(WCF)					
700202	R425	(WCF)					
700203	R425	(WCF)					
700204	R425	(WCF)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7003		Contract Data Requirements List (CDRLs) line item in support of the Base Year.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9001	R425	Other Direct Costs (ODCs) for the Base Year, in accordance with the Performance Work Statement (PWS) found in Section C. (WCF)	1.0	LO			
900101	R425	(WCF)					

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

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

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

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the Contractor any amount in excess of the funds obligated under this contract.

Year      CLIN      Fixed Fee      Hours      Fee per Direct Labor Hour

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

#### SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

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

**SHORT TITLE:** PBL-O SSEE and Cooperative Outboard Logistics Update

#### 1.0 PURPOSE

##### 1.1 SCOPE

Work under this order will consist of program management, logistics, technical and troubleshooting and repair services to include Ship's Signal Exploitation Equipment (SSEE) and Naval Modular Automated Communication Systems (NAVMACS). The government will forward requisitions received from Navy Supply Systems Command (NAVSUP), AN/ULQ-16, AN/URN-31 (AIS) for replacement and or repair of faulty equipment. The contractor will be responsible for preparation of accl documentation associated with this effort in accordance with the requirements of the Memorandum of Agreement between SPAWARSSYSCEN Atlantic and NAVSUP, *see Attachment 6*.

##### 1.1.1 Multiple Funding

This TO is funded with multiple appropriations as delineated on specified contract line item numbers (CLINs). The TO period of performance will be one (1) base year. The applicable PWS task(s) associated with each funding CLIN is outlined in Section B and Section G.

##### 1.1.2 Future PBLO Support

The Government anticipates a future single base (1) and four (4) year option period order to give a focused, unified acquisition strategy to support PBLO functions for all C4I capabilities. The order will allow for a single government management approach and provide efficiencies when executing the same scope of services across various systems. Scaling a vendor's knowledge, skills, and abilities will lead to potential cost savings for both the government and industry. The single order will incorporate a new requirement to support SSEE INC F as well as a SSEE mod and will allow for a more effective mechanism to manage the ebbs and flows of PBLO services which are dictated by fleet operations.

#### 1.2 BACKGROUND

The Space and Naval Warfare Systems Center Atlantic (SPAWARSSYSCEN Atlantic) is tasked by NAVSUP, to provide Performance Based Logistics support to the fleet and shore systems in accordance with the Memorandum of Agreement (MOA).

Space and Naval Warfare Systems Center Atlantic (SPAWARSSYSCEN Atlantic) is a Department of the Navy organization with a mission to rapidly deliver and support solutions that enable information dominance for our Naval, Joint, National and Coalition Warfighters. SPAWARSSYSCEN Atlantic meets our nation's demands for uninterrupted vigilance, fail-safe cyber security, adaptive response and engineering excellence by delivering secure, integrated and innovative solutions to many naval, joint and national agencies. SPAWARSSYSCEN Atlantic is honored to serve naval, joint and national warfighters' unified efforts to best cope with the dangers of the 21st century and beyond by enabling them to respond to any situation, anywhere, at any time. SPAWARSSYSCEN Atlantic conducts research, designs, acquires, engineers and sustains the systems, sensor connections, cyber network infrastructures and knowledge management services to ensure reliable information is available to only

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those who need it, where and when it is needed.

## **2.0 PLACE(S) OF PERFORMANCE**

- a. Space and Warfare Systems Center Atlantic, Contractor Facilities
- b. Space and Warfare Systems Center Atlantic, Charleston, SC

### **2.1 GOVERNMENT FACILITIES**

Government facilities (i.e., office space or lab space) are provided to those labor categories that would otherwise adversely affect the work performance if they were not available on Government site. Contractor personnel with supplied Government facilities shall be located at SPAWARSYSCEN Atlantic in Charleston, SC.

#### **2.1.1 Training Requirements**

Contractor personnel working full-time or partially at a Government facility shall complete all applicable mandatory training requirements as specified under Security Training, PWS Para 8.0.

### **2.2 CONTRACTOR FACILITIES**

A significant portion of work issued under this TO requires close liaison with the Government. The contractor shall be prepared to establish a local facility within a thirty (30)-mile radius of SPAWARSYSCEN Atlantic Building 187, Charleston, SC. Close proximity allows for proper TO administration duties. The contractor's facility is not necessary for the exclusive use of this TO and can be utilized on a shared basis. The contractor's facility shall include physical security to protect Government assets as identified in Para 10.0. The contractor shall meet all facility location and size requirements within 30 days after TO award. Facility space shall accommodate the requirements of this PWS, and for example, may require offices, conference rooms, lab work, and a staging area for materials and equipment.

### **3.0 PERFORMANCE REQUIREMENTS**

The following paragraphs list all required non-personal services tasks that will be required throughout the TO. The contractor shall provide necessary resources with knowledge and experience as cited in the personal qualification provision/clause to support the listed tasks. Contractors shall perform requirements in accordance with Federal Acquisition Regulation (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) which does not include performance of inherently Governmental functions. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all TO installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 24 Apr 12, the contractor shall ensure proper notification and status updates of installation work performed outside of SPAWARSYSCEN Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

#### **3.1. PROGRAM MANAGEMENT**

The contractor shall provide program management support as required. The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. The contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all

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government contracting requirements within cost and schedule. The contractor PM shall have the requisite authority for full control over all company resources necessary for TO performance. The PM shall have authority to approve TO modifications in emergent situations. The contractor PM shall ultimately be responsible for the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall initiate periodic meetings with the COR.

### 3.1.1 Program Support

The contractor shall provide project management support such as coordinating meetings, attending meetings as identified, drafting meeting minutes, preparing budget reports, developing agenda items, and tracking action items. Additionally, the contractor shall recommend policies, doctrine, tactics, and procedures at the Federal, State, and Local level given their past expert opinion or using analysis of actual outcomes. Program support may require significant coordination and interface with various DOD and non-DOD activities located in and out of the continental United States.

### 3.1.2 Program Support Documentation

The contractor shall develop and draft various program management (PM) documents (CDRL A001). The following documents are required PM deliverables:

- SOW or PWS
  - Meeting agenda and minutes
  - Plans of Action and Milestone (POAM)
  - Work Breakdown Structure (WBS)
  - Various program acquisition related documents: Mission Needs Statement, Capability Production Documentation (CPD), Operational Requirements Document (ORD), etc.

### 3.1.3 Issues and risks reports

Any issue or risk that impacts the project's cost, quality, schedule, or requirements of the Task/Delivery Order shall be reported by the contractor to the Contracting Officer Representative COR, as identified in Section 14, by telephone immediately. The contractor shall document the risk or issue in an Issues and Risks Report (CDRL A002) and submit the report to the COR within five (5) business days of the occurrence of the issue or risk. The Issue and Risks Report shall be listed chronologically in the form of a Risk Management Matrix and contain the following:

- The date the issue or risk occurred
- The date that the contractor reported the issue by telephone to the COR
- What the issue or risk is
- The reason for the issue or risk
- The impact to cost in estimated dollars
- The impact to schedule in days
- The impact to performance
- Recommendations to mitigate the issue or risk
- Responsible parties assigned to mitigate
- The date that the issue or risk was mitigated/closed

The Contractor shall provide detailed recommendations to bring the project back within the cost, quality, schedule, and requirements of the Task/Delivery Order.

### 3.1.4 TO Invoicing and Payment Report

The Contractor shall prepare and deliver a TO Invoicing and Payment Report (CDRL A003) that documents

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unliquidated obligations, if any, that are to be officially de-obligated. The government will utilize this report to restore funds to the TO ceiling. The TO Invoicing and Payment Report shall be submitted electronically to the Contracting Officer and the COR.

### 3.1.5 Cost Milestone Plan

The Contractor shall submit a Cost and Schedule Milestone Plan (CDRL A004) for expenditures and schedules of events/tasks. The Cost Milestone Plan shall be submitted within 10 days after TO award. The Cost Milestone Plan must track directly to the schedule of events/tasks and shall become the basis for the Quality Assurance Surveillance Plan (QASP).

## 3.2 TECHNICAL SUPPORT

The following task is supporting PBL-O and level repair and technical support.

### 3.2.1 PBL-O level repair and technical support

3.2.1.1 The contractor shall provide MILSPEC PHS&T support and material management for all PBLO material in accordance with OPNAVINST 4030.1A and System Specific Addendums. The contractor shall provide hazardous material packaging. The contractor shall execute the use of IUID for all material management efforts

3.2.1.2 The contractor shall provide warehouse operations support to include shipping and receiving, inventory management, tagging and labeling, Commercial Asset Visibility (CAV), Electronic Retrograde Management System (eRMS) and CMPRO database maintenance and process improvement.

3.2.1.3 The contractor shall provide inventory management for PBL-O support in accordance with MOA and SSA's.

3.2.1.4 The contractor shall provide secure storage space and operational technical space for component and end item configuration prior to shipments.

3.2.1.5 The contractor shall perform inventory demand management to determine minimum and maximum levels of ready spares in support of requisitions and Casualty Reporting in accordance with the Performance Metric requirements.

3.2.1.6 The contractor shall provide commercial material transportation support.

3.2.1.7 The contractor shall prepare and submit Technical Requirements Documents and Contractor CPARS Draft Approval Document (CDAD) Reports as required (CDRL A007)

3.2.1.8 The contractor shall prepare and submit Monthly TO/Status/Progress Reports.

3.2.1.9 Contractor shall transmit "AE6" transactions that identify the estimated shipping date for any requisition that cannot be filled within the specified timeframes in accordance with government directives.

3.2.1.10 Stock and requisition processing status shall be reported by Web-Based Commercial Asset Visibility (CAV) (i.e., WEBCAV, CAV-ORM (Organic Repairables Module)), Integrated Logistics Support Management Information System (ILSMIS), or other existing and approved inventory reporting software provided. Status reports shall be provided to the COR and SPAWARSCEN Atlantic PBLO IPT managers in accordance with the requirements in each SSA and shall reflect, as applicable, certain performance metrics, financial status, monthly transactions recorded, expenses, repairs, and other pertinent information.

3.2.1.11 The contractor shall perform equipment checkout on materials returned from fleet users for beyond economical repair analysis and or restoration to ready for issue (RFI) condition in accordance with government



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direction.

3.2.1.12 The contractor shall provide technical support to resolve CASREPs and fleet failure events to return systems to an operational status. Provide warranty interface support to the fleet for hardware that has a manufacturer's warranty. Interface with vendors to track warranty repairs and update helpdesk tickets. Track non-returned fleet items and lost shipment issues. Contractor shall inspect for damage material received as RFI assets from repair or procurement before being received by the inventory management database.

### 3.2.2 Repair and Technical support

3.2.2.1 The contractor shall perform equipment checkout on Depot Level Repairables (DLR) which may include materials returned from fleet users for beyond economical repair analysis and or restoration to ready for issue (RFI) condition in accordance with government direction.

3.2.2.2 The contractor shall provide technical support to resolve CASREPs and fleet failure events to return systems to an operational status for all PBL supported systems that hold classification levels up to SCI. Provide warranty interface support to the fleet for hardware that has a manufacturer's warranty. Interface with vendors to track warranty repairs and update helpdesk tickets. Track non-returned fleet items and lost shipment issues. Contractor shall inspect for damage material received as RFI assets from repair or procurement before being received by the inventory management database.

3.2.2.3 Contractor shall test to verify failure occurrence on NRFI assets as needed.

3.2.2.4 Assets found to exhibit No Failure Evident (NFE) will be processed for receipt to the RFI inventory. Assets exhibiting minor failures will be repaired and processed for receipt to the RFI inventory. Remaining NRFI assets not covered under warranty will be reported to the government project or program lead.

3.2.2.5 The contractor shall examine each requisition against Allowance Parts Lists (APLs) and other available configuration information to ensure properly configured material is provided. Contractor shall ensure that assets procured to augment existing inventory levels meet configuration requirements of compatibility and substitutability in form, fit, and function.

3.2.2.6 The contractor shall provide detailed repair and testing reports for PBLO items (CDRL A011).

3.2.2.7 The contractor shall perform Hard Drive Sanitation IAW established Department of Navy Chief Information Officer guidance and SPAWARSYSCEN Atlantic Business Rules.

3.2.2.8 UNIQUE ITEM IDENTIFICATION (UID) Perform Unique Item Identification (UID) functions such as data entry and bar code labeling. Input and maintain UID Registry database information IAW SECNAV Instruction 4440.34 Implementation of Item Unique Identification within the Department of the Navy.

3.2.2.9 The contractor shall maintain and use test equipment calibrated to METCAL standards. Repairs may require soldering according to industrial standards, such as IPC7711.

3.2.2.10 The contractor shall perform testing and troubleshooting of DLR, SPAWARSYSCEN Atlantic (PBLO/ISEA) Equipment down to circuit card assemblies IAW local Command procedures. Repair may require soldering according to industrial standards, such as IPC7711. Technicians shall maintain and use test equipment calibrated to METCAL standards.

### 3.3 LOGISTICS SUPPORT

#### 3.3.1 Hardware acquisition support

3.3.1.1 The contractor shall provide hardware acquisition support by identifying sources and solutions for any

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parts identified requiring replacement. These items include mission critical and time sensitive procurement to fill fleet emergency requirements.

3.3.1.2 The contractor shall support acquisition services, including order processing. Efforts will be made to identify suppliers with the most favorable terms (lowest cost) while meeting product reliability criteria and configuration management specifications.

3.3.1.3 Provide acquisition support for repair parts as required for all entities stated in Section 1.1 support of the Fleet.

#### **4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS:**

##### **4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS**

The contractor shall be responsible for the following:

4.1.1 Ensure that no production systems are operational on any research, development, test and evaluation (RDT&E) network.

4.1.2 Follow DoDI 8510.01 when deploying, integrating, and implementing IT capabilities.

4.1.3 Migrate all Navy Ashore production systems to the Navy, Marine Corps Intranet (NMCI) environment where available.

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

4.1.5 Follow SECNAVINST 5239.3B & DoDI 8510.01 prior to integration and implementation of IT solutions or systems.

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

4.1.7 Ensure all software recommended, procured, and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and pursuant to SPAWARINST 5721.1B.

4.1.8 Only perform work specified within the limitations of the basic contract and TO.

##### **4.2 SECURITY IT POSITION CATEGORIES**

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

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

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

Investigative requirements for each category vary, depending on the role and whether the individual is a

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U.S. civilian contractor or a foreign national. The contractor PM shall assist the Government Project Manager or Contracting Officer's representative (COR) in determining the appropriate IT Position Category assignment for all contractor personnel. All required Single-Scope Background Investigation (SSBI), SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication will be performed Pursuant to DoDI 8500.01 and SECNAVINST 5510.30. Requests for investigation of contractor personnel for fitness determinations or IT eligibility without classified access are submitted by SPAWARSCEN Atlantic Security Office, processed by the OPM, and adjudicated by Department of Defense Consolidated Adjudications Facility (DoD CAF). IT Position Categories are determined based on the following criteria:

#### 4.2.1 IT-I Level (Privileged)

Personnel in this position support cybersecurity roles at command enclave infrastructure to include RDT&E, Data Centers and any other network and/or are responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation shall have a favorably adjudicated Tier 5 (T5) investigation (formerly a Single Scope Background Investigation (SSBI) or SSBI-PR). The T5 is updated a minimum of every 5 years. Personnel assigned to designated IT-I positions shall have a U.S. citizenship unless a waiver request is approved by CNO. IT-I roles include the following:

- Boundary Devices Management (proxies, firewalls, traffic analyzers, VPN Gateways)
- Intrusion Detection/Prevention Systems (IDS/IPS)
- Host Based Security Systems (HBSS)
- Network infrastructure (routers, switches, enterprise wireless)
- Domain and Authentication System Administrators (Active Directory, LDAP, Kerberos, etc.) (enclave wide scope)
- Vulnerability Scanner Operators (Retina, ACAS, HP Web Inspect, etc.)
- Virtualization Technology Administrators that host any of the above (ESX, Solaris Zones, etc.)

#### 4.2.2 IT-II Level (Limited Privileged)

Personnel in this position support the-direction, planning, design, operation, or maintenance of a computer system, have privileged access to assets and systems that are tenants on SPAWARSCEN Atlantic networks and/or similar system constructs, and has work that is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position shall have a favorably adjudicated Tier 3 (T3) investigation (formerly National Agency Check with Law and Credit (formerly ANACI/NACLIC). Personnel assigned to designated IT-II positions shall have a U.S. citizenship unless a waiver request is approved by CNO. Examples of IT-II roles include the following:

- Webserver Administrators
- Developers
- Testers
- Database Administrators

#### 4.2.3 IT-III Level (Non-privileged)

Personnel in this position support include all other positions (not considered IT-I or IT-II) involved in computer activities. A contractor in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation shall have a favorably adjudicated Tier 1 (T1) investigation National Agency Check with Written Inquiries (formerly NACI).

### 4.3 CYBERSECURITY SUPPORT

Cybersecurity (which replaced the term Information Assurance (IA)) is defined as prevention of damage to,

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protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation. Contractor personnel shall perform tasks to ensure Navy applications, systems, and networks satisfy Federal/DoD/DON/Navy cybersecurity requirements.

#### 4.3.1 Cyber IT and Cybersecurity Personnel

4.3.1.1 The Cyberspace workforce elements addressed include contractors performing functions in designated Cyber IT positions and Cybersecurity positions. In accordance with DFARS Subpart 5239.71, DoDD 8140.01, SECNAVINST 5239.20A, and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking requirements as cited in DoD 8570.01-M prior to accessing DoD information systems. Proposed contractor Cyber IT and cybersecurity personnel shall be appropriately qualified prior to the start of the TO performance period or before assignment to the TO during the course of the performance period.

4.3.1.2 Contractors that access Navy IT shall also follow guidelines and provisions documented in Navy Telecommunications Directive (NTD 10-11) and are required to complete a System Authorization Access Request (SAAR) – Navy form as documented in Para 8.2.2.4(b).

4.3.1.3 Contractor personnel with privileged access shall acknowledge special responsibilities with a Privileged Access Agreement (PAA) IAW SECNAVINST 5239.20A.

#### 4.3.2 Design, Integration, Configuration or Installation of Hardware and Software

The contractor shall ensure any equipment/system installed or integrated into Navy platform will meet the cybersecurity requirements as specified under DoDI 8500.01. The contractor shall ensure that any design change, integration change, configuration change, or installation of hardware and software is in accordance with established DoD/DON/Navy cyber directives and does not violate the terms and conditions of the accreditation/authorization issued by the appropriate Accreditation/Authorization official. Contractors that access Navy IT are also required to follow the provisions contained in DON CIO Memorandum: Acceptable Use of Department of the Navy Information Technology (IT) dtd 12 Feb 16. Use of blacklisted software is specifically prohibited and only software that is registered in DON Application and Database Management System (DADMS) and is Functional Area Manager (FAM) approved can be used as documented in Para 4.2.2. Procurement and installation of software governed by DON Enterprise License Agreements (ELAs) – Microsoft, Oracle, Cisco, Axway, Symantec, ActivIdentity, VMware, Red Hat, NetApp, and EMC shall be in accordance with DON CIO Policy and DON ELAs awarded.

#### 4.3.3 Cybersecurity Workforce (CSWF) Report

In accordance with DFARS 252.239-7001 and DoD 8570.01-M, the contractor shall identify cybersecurity personnel, also known as CSWF and Cyber IT workforce personnel. The contractor shall develop, maintain, and submit a monthly CSWF Report (CDRL A010) identifying CSWF individuals who are IA trained and certified. Utilizing the format provided in CDRL A010 Attachment 1 of Exhibit A, the prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions. Although the minimum frequency of reporting is monthly, the COR can require additional updates at any time. Contractor shall verify with the COR or other Government representative the proper labor category CSWF designation and certification requirements. The primary point of contact (POC) for all related CSWF questions is the Command CSWF Program Manager (PM) in the office of the SPAWARSYSCEN Atlantic Information Systems Security Manager (ISSM).

## 5.0 TASK ORDER (TO) ADMINISTRATION

TO administration is required for all TO's; it provides the government a means for TO management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the

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government's requirements are met, delivered on schedule, and performed within budget.

## 5.1 CONTRACTING OFFICER REPRESENTATIVE (COR) DESIGNATION

The Contracting Officer Representative (COR) for this TO is Gwendolyn Gay who can be reached at phone (757)-541-5829; e-mail: [gwendolyn.gay@Navy.mil](mailto:gwendolyn.gay@Navy.mil).

## 5.2 CONTRACTOR LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. Note: For Indefinite Delivery/Indefinite Quantity (IDIQ) TOs, the contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. The PM shall have the requisite authority for full control over all company resources necessary for TO performance. The PM shall have authority to approve TO proposals or modifications in emergent situations. The PM shall ultimately be responsible for the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall initiate periodic meetings with the COR.

## 5.3 TASK ORDER (TO) MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day in order to facilitate a timely TO award or modification. Prior to TO award, the contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the TO award process. To address urgent requirements, the contractor shall have processes established during business and non-business hours/days in order to provide all necessary documentation and resources to facilitate a timely TO award or modification.

### 5.3.1 TO Administration Documentation

Various types of TO administration documents are required throughout the life of this TO. Unless otherwise identified and implemented via formal modification, the contractor shall provide the following documentation, unless otherwise specified:

#### 5.3.1.1 TO Status Report (TOSR)

The contractor shall develop a Task Order Status Reports (CDRL A005) and submit it monthly, weekly, and/or as cited in the requirements of each TO. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

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

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

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Percentage of work completed  
 Percentage of funds expended per ship/sub/shore command and system  
 Updates to the POA&M and narratives to explain any variances. If applicable, notification when obligated costs have exceeded 75% of the amount authorized

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

Percentage of work completed  
 Percentage of funds expended  
 Updates to the POA&M and narratives to explain any variances  
 List of personnel (by location, security clearance, quantity)

#### 5.3.1.5 TO Closeout Report

The contractor shall develop a TO closeout report (CDRL A008) and submit it no later than 15 days before the TO completion date. The prime contractor shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

#### 5.3.1.6 Labor Rate Limitation Notification

For level of effort (LOE) service TOs (cost type, labor-hour and fixed-price) above the Simplified Acquisition Procedures (SAP) threshold, the contractor shall monitor the following labor rates as part of the monthly TOSR (see CDRL A005 Attachment 2 of Exhibit A – Personnel Listing). The contractor shall deliver required notification if specified criteria and threshold values are met. The ability of a contractor to monitor labor rates effectively will be included in the TO Quality Assurance Surveillance Plan (QASP).

(a) Fully burdened labor rates per individual (subcontractor included) – If the fully burdened rate (including fee, which also extends to prime contractor fee on subcontractor labor) of any individual in any labor category exceeds the threshold amount of \$182.00/hour and the individual’s rate was not disclosed in pre-award of the TO, the contractor shall send notice and rationale (CDRL A006) for the identified labor rate to the COR who will then send appropriate notification to the Contracting Officer. If the number of hours anticipated to be billed for an *individual* within one labor category is equal to or less than 200 labor hours for any given period of performance (e.g., base period, option year 1, or option year 2) for this effort, the hours to be billed for the individual are excluded from the CDRL notification.

(b) Negotiated versus actual average labor rates variance – If the actual average labor rate (inclusive of fee) (total actual fully burdened labor costs “divided by” total number of hours performed) compared to the negotiated average labor rate (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) is greater than 20 %, the contractor shall send notice and rationale (CDRL A006) of the rate variance to the COR who will then send appropriate notification to the Contracting Officer. The contractor shall annotate the monthly percentage rate variance between the actual average labor rate versus the negotiated average labor rate in the TOSR.

#### 5.3.1.7 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the

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awarded amount) by 10%, the contractor shall send notice and rationale (CDRL A006) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a contractor to monitor ODCs will be included in the TO Quality Assurance Surveillance Plan (QASP).

#### 5.3.1.8 Enterprise-wide Contractor Manpower Reporting Application

Pursuant to NMCARS 5237.102-90, the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this TO for the DoD via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA) at <https://www.ecmra.mil>. The Product/Service Codes (PSC) for contracted services excluded from reporting are as follows:

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

#### 5.3.1.9 WAWF Invoicing Notification and Support Documentation

Pursuant to DFARS 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (part of the Wide Area Work Flow (WAWF) e-Business Suite) which is a secure Government web-based system for electronic invoicing, receipt, and acceptance. The contractor shall provide e-mail notification to the COR when payment requests are submitted to the iRAPT/WAWF and the contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. When requested by the COR, the contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A009) directly to the COR within 24 hours of request to assist in validating the invoiced amount against the products/services provided during the billing cycle.

#### 5.3.2 Limitation of Subcontracting

FAR 52.219-14, limitation of subcontracting is applicable for TOs that have been wholly or partially set aside for small business or 8(a) concerns. The contractor shall develop and submit a Limitation of Subcontracting Report (LSR) (CDRL A012) every 3 months. See applicable DD Form 1423 for reporting details and distribution instructions. The labor cost provided should correspond to the cumulative monthly submitted invoices. The government reserves the right to perform spot checks and/or request copies of any supporting documentation.

### 5.4 CONTRACTOR PERFORMANCE MANAGEMENT

Contractor performance standards and requirements are outlined in the TO QASP. The ability of a contractor to perform to the outlined standards and requirement will be captured in the Contractor Performance Assessment Reporting System (CPARS). In support of tracking contractor performance, the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A004) submitted 10 days after TO award and CPARS Draft Approval Document (CDAD) Report (CDRL A007) submitted monthly.

### 5.5 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this TO does not require Earned Value Management (EVM) implementation due to the majority of efforts on this TO being non-scheduled based (i.e., level of effort) and therefore, do not allow for meaningful EVM information.

## 6.0 DOCUMENTATION AND DELIVERABLES

### 6.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

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

#### 6.1.1 Administrative CDRL

The following table lists all required administrative data deliverables, CDRLs, applicable to this task:

CDRL #	Deliverable Description	Paragraph No.	Frequency	Date Due
A001	PM Documents	3.1.2	ASREQ	Within 5 days of request
A002	Issue and Risk Report	3.1.3	ASREQ	Within 5 Days of Risk
A003	Invoicing Payment Report	3.1.4	MTHLY	Monthly, email, NLT 15 <sup>th</sup> of the month
A004	Cost and Schedule Milestone Plan	3.1.5, 5.4, 7.5	ASREQ	NLT 10 DATO; revision NLT 7 days after receipt of Govt review
A005	Task Order Status Report	5.3.1.1, 5.3.1.2, 5.3.1.3, 5.3.1.6, 10.0, 15.0	MTHLY	30 DATO and monthly on the 10th
A006	Limitation Notification & Rationale	5.3.1.6, 5.3.1.7	QRTLY	Within 24 hrs from occurrence
A007	Contractor CPARS Draft Approval Document (CDAD) Report	3.2.1.7, 5.4, 7.5	MTHLY	30 DATO and monthly on the 10 <sup>th</sup> Monthly: email, NLT 15 <sup>th</sup> of each month
A008	Task Order Close Out Report	5.3.1.5	1TIME	NLT 15 days before completion date
A009	Invoice Support Documentation	5.3.1.9	ASREQ	Within 24 hrs from request
A010	Cybersecurity Workforce (CSWF) Report	4.3.3, 8.1.2, 8.2.3.1	MTHLY	30 Days after task order award (DATO) and monthly on the 10th
A012	Limitation of Subcontracting Report (LSR)	5.3.2	TRI-MTHLY	90 DATO and NLT 10 days after 3-month cycle end date

#### 6.1.2 Technical CDRL

CDRL #	Deliverable Description	Paragraph No.	Frequency	Date Due
A011	Repair and Testing Reports	3.2.2.6	ASREQ	Within 24 hrs from request



## 6.2 ELECTRONIC FORMAT

The contractor shall provide deliverables electronically by e-mail; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. The contractor shall provide all data in an editable format compatible with SPAWARSCEN Atlantic corporate standard software configuration as specified below. Contractor shall conform to SPAWARSCEN Atlantic corporate standards within 30 days of TO award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

	<b>Deliverable</b>	<b>Software to be used</b>
a.	Word Processing	Microsoft Word
b.	Spreadsheet/Graphics	Microsoft Excel
c.	Presentations	Microsoft PowerPoint
d.	Scheduling	Microsoft Project
e.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio

## 6.3 INFORMATION SYSTEM

### 6.3.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on TO shall be accessible by e-mail through individual accounts during all working hours.

### 6.3.2 Information Security

Pursuant to DoDM5200.01, the contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on TO. The contractor shall disseminate unclassified DoD information within the scope of assigned duties and with a clear expectation that confidentiality is preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the TO, and privileged TO information (e.g., program schedules, TO-related tracking).

#### 6.3.2.1 Safeguards

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

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is

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stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." The contractor shall ensure all solutions meet FIPS 140-2 compliance requirements.

- (e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- (f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- (g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- (h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- (i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:
  1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
  3. Prompt application of security-relevant software patches, service packs, and hot fixes.
- (j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).
- (k) Report loss or unauthorized disclosure of information in accordance with TO or agreement requirements and mechanisms.

#### 6.3.2.2 Compliance

Pursuant to DoDM5200.01, the contractor shall include in their quality processes procedures that are compliant with information security requirements.

## 7.0 QUALITY

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## 7.1 QUALITY SYSTEM

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

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

## 7.2 MANAGE QUALITY COMPLIANCE

### 7.2.1 General

The contractor shall have quality processes or a Quality Management System (QMS) processes in place that coincide with the Government's Manage Quality processes which address Quality Control, Quality Assurance, Software Quality, and/or project Quality System tasks. The contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the contractor shall also support and/or participate in Acquisition Milestones, Phases, and Decision Points, which are standard elements of the Defense Acquisition System and support DoDD 5000.01 and DoDI 5000.02. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment and objective evidence of Lean Six Sigma, Risk Management, and System Engineering methodologies; and System and Software Engineering best practices.

## 7.3 QUALITY ASSURANCE

The contractor shall perform all quality assurance process audits necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the contractor shall deliver related quality plan/procedural documents upon request. The Government reserves the right to perform any additional audits deemed necessary to assure that the contractor processes and related services, documents, and material meet the prescribed requirements and to reject any or all processes or related services, documents, and material in a category when noncompliance is established.

## 7.4 QUALITY CONTROL

The contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the contractor shall submit related quality objective evidence upon request. Quality objective evidence includes any of the following as applicable:

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

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

## 7.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the TO Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A004) submitted 10 days after TO award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A007) submitted monthly.

## 8.0 SECURITY

### 8.1 ORGANIZATION

#### 8.1.1 Security Classification

As specified in the DoD Contract Security Classification Specification, DD Form 254, the contractor shall perform classified work under this TO. Prior to commencement of classified work, the contractor shall have a TOP SECRET access facility clearance (FCL).

8.1.1.1 U.S. Government security clearance eligibility is required to access and handle classified and certain controlled unclassified information (CUI), attend program meetings, and work within restricted areas unescorted. The contractor shall not generate any SCI deliverables.

#### 8.1.2 Security Officer

The contractor shall appoint a Facility Security Officer (FSO) to support those contractor personnel requiring clearance and/or access to Government facility/installation and/or access to information technology systems under this TO. The FSO is typically key management personnel who are the contractor's main POC for security issues. The FSO shall have a U.S. Government security clearance equal to or higher than the FCL required on this TO. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on this TO. Responsibilities include tracking all personnel assigned Government badges and entering/maintaining personnel security mandatory training information within the Staffing Plan document, which is an attachment to the TO status report (TOSR) (CDRL A005), and if applicable, updating and tracking data in the CSWF Report (CDRL A010).

### 8.2 PERSONNEL

The contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on TO, the contractor shall ensure all personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access required for the TO, and if applicable, are certified/credentialed for the Cybersecurity Workforce (CSWF). A favorable background determination is determined by either a National Agency Check with Inquiries (NACI), National Agency Check with Law and Credit (NACLIC), or Single Scope Background Investigation (SSBI) and favorable

Federal Bureau of Investigation (FBI) fingerprint checks. Investigations are not necessarily required for personnel performing unclassified work who do not require access to government installations/facilities, government IT systems and IT resources, or SPAWARSSYSCEN Atlantic information. *Cost to meet these security requirements is not directly chargeable to TO.*

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

#### 8.2.1 Personnel Clearance

The majority of personnel associated with this TO shall possess a SECRET personnel security clearance (PCL). Some of the individual TOs issued against this TO will require personnel to possess higher clearance levels such as TOP SECRET and TOP SECRET with SSBI. On a case-by case basis, Top Secret (TS) clearances that consist of a Single Scope Background Investigation (SSBI) are eligible for access to Sensitive Compartmented Information (SCI). These programs/tasks include contractor personnel having the appropriate clearances required for access to classified data as applicable. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the DoD CAF and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as applicable per DoDI 8500.01, DoD Instruction for Cybersecurity. Any future revision to the respective directive and instruction will be applied as a TO modification. Contractor personnel shall handle and safeguard any Controlled Unclassified Information (CUI) and/or classified information in accordance with appropriate Department of Defense, Navy, and SPAWARSSYSCEN Atlantic security regulations. The contractor shall immediately report any security violation to the SPAWARSSYSCEN Atlantic Security Management Office, the COR, and Government Project Manager

8.2.1.1 The following labor categories shall meet or exceed the required personnel clearances (PCL):

<b>Labor Category</b>	<b>Required Minimum Security Clearance</b>
Program Manager	Secret
Project Manager	Secret
Logistician II	Secret
Warehouse Specialist	Secret
Engineering Tech III	Secret
SME II	Secret
SME III	Secret
SME IV	TS/SBI
SME V	TS/SBI
Management Analyst I	Secret
Management Analyst II	Secret
Management Analyst III	Secret
Management Program Technician I	Secret
Management Program Technician II	Secret
Management Program Technician III	Secret

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## 8.2.2 Access Control of Contractor Personnel

### 8.2.2.1 Physical Access to Government Facilities and Installations

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

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

8.2.2.1.2 Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: SPAWARSYSCEN Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact SPAWARSYSCEN Atlantic Security Office directly for latest policy.

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

### 8.2.2.2 Identification and Disclosure Requirements

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

### 8.2.2.3 Government Badge Requirements

As specified in the organizational provision/clause TO clause 5252.204-9202, some TO personnel shall require a government issued picture badge. While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for Common Access Card (CAC) to the applicable government security office via the TO contract COR. The contractor's appointed Security Officer, shall track all personnel holding local government badges at contract or TO level.

### 8.2.2.4 Common Access Card (CAC) Requirements

Some government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a Common Access Card (CAC) for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The Contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel shall be able to meet all of the following security requirements prior to work being performed:

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- (a) Pursuant to DoD Manual (DoDM-1000.13-M-V1), issuance of a CAC is based on the following four criteria:
1. Eligibility for a CAC – to be eligible for a CAC, Contractor personnel’s access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring bases for a period of six months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
  2. Verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Trusted Associated Sponsorship System (TASS) (formally Contractor Verification System (CVS)).
  3. Completion of background vetting requirements according to FIPS PUB 201-2 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries(NACI) investigation to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Contractor personnel requiring logical access shall obtain and maintain a favorable National Agency Check with Law and Credit (NACLC) investigation. Contractor personnel shall contact the SPAWARSYSCEN Atlantic Security Office to obtain the latest CAC requirements and procedures.
  4. Verification of a claimed identity – all contractor personnel shall present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list must be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.
- (b) When a contractor requires logical access to a Government IT system or resource (directly or indirectly), the required CAC will have a PKI. A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-V1, CAC PKI certificates will be associated with an official Government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the TO specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SPAWARSYSCEN Atlantic Information Systems Security Management (ISSM) office:
1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SPAWARSYSCEN Atlantic ISSM office at phone number (843)218-6152 or e-mail questions to [ssc\\_lant\\_iam\\_office.fcm@navy.mil](mailto:ssc_lant_iam_office.fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.
  2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SPAWARSYSCEN Atlantic ISSM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the ISSM office via encrypted e-mail to [ssclant\\_it\\_secmtg@navy.mil](mailto:ssclant_it_secmtg@navy.mil).

#### 8.2.2.5 Contractor Check-in and Check-out Procedures

All SPAWARSYSCEN Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access shall have a SPAWARSYSCEN Atlantic government sponsor and be in compliance with the most current version of Contractor Check-in and Check-out Instruction and Forms as posted on the Command Operating Guide (COG) website. At TO award throughout TO completion, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this TO within the required timeframe as cited in the Check-in and Check-out instructions. Contractor’s Security Officer shall ensure all contractor employees whose services are no longer required on TO return all applicable government documents/badges to the appropriate government representative. NOTE: If the contractor does not

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have access to the SPAWARSYSCEN Atlantic COG website, the contractor shall get all necessary instruction and forms from the COR.

#### 8.2.2.6 Accessing Navy Enterprise Resources Planning (ERP) System

Contractor personnel assigned to perform work under this TO shall require access to Navy Enterprise Resource Planning (Navy ERP) Management System. Prior to accessing any Navy ERP System, contractor personnel shall contact the COR or Contracting Officer to obtain the applicable NMCI Assistant Customer Technical Representative (ACTR) who can assign each personnel with an NMCI account. ACTRs can be found on the NMCI Homeport website at: [https://nmcicustomerreporting/CTR\\_Lookup/index.asp](https://nmcicustomerreporting/CTR_Lookup/index.asp). After an NMCI account has been established, the contractor shall submit a request for Navy ERP access and specify the role required via the COR to the Competency Role Mapping POC. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: SAAR-N, annual cybersecurity training certificate, and Questionnaire for Public Trust Positions. For directions on completing the Questionnaire for Public Trust Positions, the contractor is instructed to consult with its company's Security Officer. In order to maintain access to required systems, the contractor shall ensure completion of annual cybersecurity training, monitor expiration of requisite background investigations, and initiate re-investigations as applicable.

#### 8.2.3 Security Training

Regardless of the TO security level required, the contractor shall be responsible for verifying applicable personnel (including subcontractors) receive all required training. At a minimum, the contractor's designated Security Officer shall track the following information: security clearance information; dates possessing Common Access Cards; issued & expired dates for SPAWARSYSCEN Atlantic badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; Cybersecurity Workforce (CSWF) certifications; etc. The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22-M.

8.2.3.1 The contractor shall be responsible for verifying applicable personnel receive all required training. At a minimum, the contractor (FSO, if applicable) shall track the following information: security clearance information; dates possessing CACs; issuance and expiration dates for SPAWARSYSCEN Atlantic badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; CSWF certifications; etc. The contractor shall report individual contractor personnel training status by completing and updating the monthly TO status report (TOSR) Staffing Plan (CDRL A005 Attachment 1 of Exhibit A), Training tab. For Cybersecurity Workforce (CSWF) contractor personnel, all mandatory cybersecurity training and certifications shall be reported in the CSWF Report (CDRL A010).

8.2.3.2 The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22-M.

#### 8.2.4 Disclosure of Information

In support of DFARS 252.204-7000, contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know." The contractor shall not use any information or documentation developed by the contractor under direction of the government for other purposes without the consent of the government Contracting Officer.

#### 8.2.5 Handling of Personally Identifiable Information (PII)



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When a contractor, including any subcontractor, is authorized access to Personally Identifiable Information (PII), the contractor shall complete annual PII training requirements and comply with all privacy protections under the Privacy Act (FAR 52.224-1 and 52.224-2). The contractor shall safeguard PII from theft, loss, and compromise. The contractor shall transmit and dispose of PII in accordance with the latest DON policies. The contractor shall not store any government PII on their personal computers. The contractor shall mark all developed documentation containing PII information accordingly in either the header or footer of the document: "FOUO – Privacy Sensitive. Any misuse or unauthorized disclosure may result in both criminal and civil penalties." Any unauthorized disclosure of privacy sensitive information through negligence or misconduct can lead to contractor removal or TO termination depending on the severity of the disclosure. Upon discovery of a PII breach, the contractor shall immediately notify the Contracting Officer and COR. Contractors responsible for the unauthorized disclosure of PII shall be held accountable for any costs associated with breach mitigation, including those incurred as a result of having to notify personnel.

### 8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. Pursuant to DoDD 5205.02E and SPAWARINST 3432.1, SPAWARSYSCEN Atlantic's OPSEC program implements requirements in DoD 5205.02-M – OPSEC Program Manual. Note: OPSEC requirements are applicable when TO personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

#### 8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. The contractor shall develop their own internal OPSEC program specific to the TO and based on SPAWARSYSCEN Atlantic OPSEC requirements. At a minimum, the contractor's program shall identify the current SPAWARSYSCEN Atlantic site OPSEC Officer/Coordinator.

#### 8.3.2 OPSEC Training

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a contractor's OPSEC Manager. Contractor training shall, at a minimum, cover OPSEC as it relates to TO work, discuss the Critical Information applicable in the TO, and review OPSEC requirements if working at a government facilities. The contractor shall ensure any training materials developed by the contractor shall be reviewed by the SPAWARSYSCEN Atlantic OPSEC Officer, who will ensure it is consistent with SPAWARSYSCEN Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting SPAWARSYSCEN Atlantic TOs.

#### 8.3.3 SPAWARSYSCEN Atlantic OPSEC Program

The contractor shall participate in SPAWARSYSCEN Atlantic OPSEC program briefings and working meetings, and the contractor shall complete any required OPSEC survey or data call within the Period of Performance of this TO.

#### 8.3.4 Classified Contracts

OPSEC requirements identified under a classified contract shall have specific OPSEC requirements listed on the DD Form 254.

OPSEC requirements identified under a classified TO shall have specific OPSEC requirements listed on the DD Form 254.

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#### 8.4 EFFECTIVE USE OF CONTROLS

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect TO related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. The contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this TO in compliance with all applicable PWS references. In compliance with Para 6.4.2.1, the contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation. The contractor shall follow minimum standard in SECNAV M-5510-36 for classifying, safeguarding, transmitting, and destroying classified information.

#### 9.0 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI is not anticipated on this TO.

#### 10.0 GOVERNMENT PROPERTY

As defined in FAR Part 45, Government property is property owned or leased by the Government which includes Government-furnished (GFP) and Contractor-acquired property (CAP). Government property is material, equipment, special tooling, special test equipment, and real property.

Government property includes both GFP and CAP, but does not include intellectual property and software. The contractor shall have established property management procedures and an appropriate property management point of contact who shall work with the assigned Government Property Administrator to ensure their property management system is acceptable.

#### 10.1 GOVERNMENT-FURNISHED PROPERTY (GFP)

As defined in FAR Part 45, GFP is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes spares and property furnished for repair, maintenance, overhaul, or modification. GFP includes Government-furnished equipment (GFE), Government-furnished material (GFM), Special Tooling (ST) and Special Test Equipment (STE).

GFP will not be provided on this TO.

#### 10.2 CONTRACTOR-ACQUIRED PROPERTY (CAP)

As defined in FAR Part 45, CAP is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title but has not yet performed receipt and acceptance. CAP consists of Contractor-acquired equipment (CAE), Contractor-acquired material (CAM), ST, and STE.

CAP is not anticipated on this order.

#### 10.3 GOVERNMENT PROPERTY MANAGEMENT

##### 10.3.1 Contractor Property Management System

Pursuant to FAR 52.245-1 and DFARS 252.245-7003, the contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the Contracting Officer and TO

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Government Property Administrator. The contractor's property management system shall adhere to the applicable prescribed requirements in FAR 52.245-1 and include the required data elements in DFARS 252.211-7007. The contractor shall ensure GFP in the possession of a subcontractor shall also be reported using the required data elements cited in DFARS 252.211-7007.

### 10.3.2 Government Property Administrator

As allowed by FAR Subpart 42.201, the contract property administrator under this contract is, unless otherwise designated, the Defense Contract Management Agency (DCMA). The contractor shall work with the Contracting Officer appointed PA to ensure compliance with the contract's property requirements in accordance with DoDI 4161.02 and the Guidebook for Contract Property Administration. For contractors without an approved property management system, the contractor shall contact the appointed PA within 30 days of contract award, and provide a copy of their property management procedures with the names of appropriate points of contact.

## 10.4 TRANSPORTATION OF EQUIPMENT/MATERIAL

Packaging, Handling, Storage and Transportation. The contractor shall ensure all outcomes with regards to Packaging, Shipping, Handling, and Transportation (PHS&T) conform to this requirement and meet the current MIL-STD-129 and MIL-STD-130 requirements. The contractor may be required to be on-site for delivery confirmation and shall document all deliveries with DD250's, DD1149's or any other means, for system delivery and deployment.

If the contractor is required to be on-site for system delivery and deployment, the contractor shall ensure all site documentation and clearance information is submitted prior to arrival (See section 8.0 for Security requirements).

If Government transportation is required for system delivery and deployment, the contractor shall ensure that all applicable arrangements have been coordinated with the Government IAW this task order. Contractor shall be in possession of a valid driver's license.

## 11.0 TRAVEL

No travel requirements are anticipated under this TO.

## 12.0 SAFETY ISSUES

### 12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective TOs under this TO. Without government assistance, the contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

#### 12.1.1 Performance at government facilities

The contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

#### 12.2 SAFETY EQUIPMENT

The contractor shall provide their personnel with any safety equipment required to perform work under this TO and the equipment must be in satisfactory working order. Personal safety equipment includes, but not be limited to hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work

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personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state, and local safety regulations.

### 12.3 SAFETY TRAINING

The contractor shall be responsible to train all personnel that require safety training. Specifically, where contractors are performing work that requires entering manholes or underground services utility the contractor shall provide a qualified person as applicable in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

### 13.0 SUBCONTRACTING REQUIREMENTS

In accordance with FAR 52.244-2, prior to a prime contractor utilizing a subcontractor, the subcontractor is required to be approved by the Contracting Officer at the basic contract. As a team member, the subcontractor may be proposed on any upcoming TO competition but is not automatically approved for use on any pre-existing TO. After TO award, the prime contractor shall submit a written request to the Contracting Officer requesting approval to add any new subcontractors.

### 14.0 ACCEPTANCE PLAN

Inspection and acceptance is performed by the COR on all services, data, and non-data deliverables in accordance with the Quality Assurance Surveillance Plan (QASP), Attachment 1.

### 15.0 OTHER CONDITIONS/REQUIREMENTS

#### 15.1 FUNDING ALLOCATION

This TO is funded with multiple appropriations with various Accounting Classification Reference Numbers (ACRNs) which may or may not cross multiple contract performance years. Depending on the services performed and the applicable timeframe, the contractor shall invoice cost in accordance with Section B, Section C, and Section G of the TO award. Unless otherwise advised, the contractor shall itemize all summary of work and financial information in the TOSR (CDRL A005) by each TO funding CLIN/SubCLIN. The ability of the contractor to perform adequate billing and accounting will be reflected in the contractor's annual Government CPAR rating.

#### 15.2 TO ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Due to the type of work performed, there are organizational conflict of interest provisions/clauses that are applicable to this TO. The contractor shall follow the restrictions as cited in organizational provision(s)/clause(s) 5252.209-9201, 5252.209-9204, 5252.209-9205.

#### 15.3 Special Skills

Contractor shall have at least 2 personnel fully qualified and licensed as Fork-Lift operators in order to transport equipment to and from warehouse(s), vehicles to Tech work spaces and labs.

### 16.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

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

#### 16.1 REQUIRED DOCUMENTS

The contractor shall utilize the following mandatory documents in support of this TO. The documents referenced

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in this section list the minimum version dates; however, the contractor shall meet requirements for any referenced document including subsequent updates applicable at time of award.

	<b>Document Number</b>	<b>Title</b>
a.	DoD 5200.2-R	DoD Regulation – Personnel Security Program dtd Jan 87 (and subsequent revisions)
b.	DoDM 5200.01	DoD Manual – Information Security Program Manual dtd 24 Feb 12
c.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
d.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
e.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM) dtd 28 Feb 06
f.	DoDI 5220.22	DoD Instruction – National Industrial Security Program (NISP) dtd 18 Mar 11
g.	DoDI 6205.4	DoD Instruction – Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense dtd 14 Apr 00
h.	DoDD 8140.01	DoD Directive – Cyberspace Workforce Management dtd 11 Aug 15
i.	DoDI 8500.01	DoD Instruction – Cybersecurity dtd 14 Mar 14
j.	DoDI 8510.01	DoD Instruction – Risk Management Framework (RMF) for DoD Information Technology (IT) dtd 12 Mar 14
k.	DoD 8570.01-M	DoD Manual – Information Assurance Workforce Improvement Program dtd 19 Dec 05 with Change 3 dtd 24 Jan 12 and Change 4 dtd 10 Nov 15 (and subsequent revisions)
l.	DON CIO Memorandum	Acceptable Use of Department of the Navy Information Technology (IT) dtd 22 Feb 16
m.	SECNAV M-5239.2	Secretary of the Navy Manual – DON Information Assurance Workforce Management Manual dtd May 2009 (and subsequent revisions)
n.	SECNAV M-5510.30	Secretary of the Navy Manual – DoN Personnel Security Program dtd Jun 2006
o.	SECNAV M-5510.36	Secretary of the Navy Manual – DoN Information Security Program dtd Jun 2006
p.	SECNAVINST 4440.34	Secretary of the Navy Instruction – Implementation of Item Unique Identification within the DoN dtd 22 Dec 09
q.	SECNAVINST 5239.3B	Secretary of the Navy Instruction – DoN Information Assurance Policy dtd 17 Jun 09

	Document Number	Title
r.	SECNAVINST 5239.20A	Secretary of the Navy Instruction – DON Cyberspace IT and Cybersecurity dtd 10 Feb 16
s.	SECNAVINST 5510.30	Secretary of the Navy Instruction – DoN Regulation – Personnel Security Program dtd 6 Oct 06
t.	SPAWARINST 3432.1	Space and Naval Warfare Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
u.	SPAWARINST 4440.12A	Space and Naval Warfare Instruction – Management of Operating Materials and Supplies (OM&S), Government Furnished Property (GFP), and Inventory
v.	SPAWARINST 5721.1B	Space and Naval Warfare Instruction – Section 508 Implementation Policy dtd 17 Nov 09
w.	SPAWARSYSCENLANTINST 3070.1B	Space and Naval Warfare Systems Center Atlantic Instruction – Operations Security Policy dtd 20 Jan 17
x.	SPAWARSYSCENLANTINST 12910.1B	Space and Naval Warfare Systems Center Atlantic Instruction – Deployment of Government and Contractor Personnel Outside the Continental Unlisted States dtd 23 Aug 16
y.	COMUSFLTFORCOM/COMPACFLTINST 6320.3A	Commander US Fleet Forces Command/Commander US Pacific Fleet Instruction, Medical Screening For US Govt Civilian Employees, Contractor Personnel, and Guests prior to embarking Fleet Units dtd 7 May 13
z.	Navy Telecommunications Directive (NTD 10-11)	System Authorization Access Request (SAAR) - Navy
aa.	Privacy Act of 1974	United States federal law, Pub.L. 93-579, 88 Stat. 1896, dtd December 31, 1974, 5 U.S.C. § 552a

## 16.2 GUIDANCE DOCUMENTS

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

	Document Number	Title
a.	MIL-HDBK-61A	Configuration Management
b.	MIL-STD-130N	DoD Standard Practice – Identification Marking of US Military Property
c.	MIL-STD-881C	Work Breakdown Structure for Defense Materiel Items
d.	MIL-STD-1916	DoD Test Method Standard – DoD Preferred Methods for Acceptance Of Product
e.	DoDM 1000.13-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle, Volume 1, dtd 23 Jan 14
f.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS) dtd 20 Dec 10

	Document Number	Title
g.	DoDI 4161.02	DoD Instruction – Accountability and Management of Government Contract Property dtd 27 Apr 12
h.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
i.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
j.	NAVSEA TS9090-310F	NAVSEA Technical Specification 9090-310 dtd 12 Feb 15 (and subsequent revisions)
k.	ISO 9001 (ANSI/ASQ Q9001)	International Organization for Standardization (American National Standard Institute/American Society for Quality) – Quality Management Systems, Requirements
l.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
m.	ISO/IEC/IEEE 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
n.	ASTM Std E-2135-06	American Section of the International Association for Testing Materials, Standard
o.	IEEE Std 12207-2008	Institute of Electrical and Electronics Engineers – Systems and Software Engineering, Software Life Cycle Processes
p.	EIA-748C	Electronic Industries Alliance Standard – Earned Value Management (EVM) Systems, March 2013
q.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors dtd 27 Aug 04
r.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
s.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
t.	N/A	NAVSEA Standard Items (NSI) – <a href="http://www.navsea.navy.mil/">http://www.navsea.navy.mil/</a>
u.	N/A	SPAWARSYSCEN Atlantic Contractor Check-in portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin</a>
v.	N/A	COMSPAWARSYSCOM Code 80330 mandatory training webpage – <a href="https://wiki.spawar.navy.mil/confluence/display/HQ/Employee+Mandatory+Training">https://wiki.spawar.navy.mil/confluence/display/HQ/Employee+Mandatory+Training</a>
w.	N/A	DoD Foreign Clearance Guide – <a href="https://www.fcg.pentagon.mil/fcg.cfm">https://www.fcg.pentagon.mil/fcg.cfm</a>

### 16.3 SOURCE OF DOCUMENTS

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

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

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

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

*(END OF PWS)*



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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

### **CLAUSES INCORPORATED BY REFERENCE**

#### **REFERENCE CLAUSE TITLE & DATE**

52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	6/8/2018 - 6/7/2019
7002	6/8/2018 - 6/7/2019
9001	6/8/2018 - 6/7/2019

\*\*Actual Period of Performance dates will be changed/updated at time of award.\*\*

### CLIN - DELIVERIES OR PERFORMANCE

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

7001	6/8/2018 - 6/7/2019
7002	6/8/2018 - 6/7/2019
9001	6/8/2018 - 6/7/2019

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the task order clause at FAR 52.217-9 "Option to Extend the Term of the Contract".

### CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

## SECTION G CONTRACT ADMINISTRATION DATA

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

### PGI Matrix:

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions—Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	N/A	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	N/A	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	N/A	N/A	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction	Construction Payment Invoice	N/A	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN

Contracts					within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	N/A	N/A	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	N/A	N/A	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	N/A	N/A	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	N/A	N/A	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

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

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

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

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

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

\_\_ Cost Voucher \_\_\_\_\_

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

\_\_ N65236 \_\_\_\_\_

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	N65236
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N/A
Mark For Code	N65236
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HAA211
Other DoDAAC(s)	N/A

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

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

\_\_Gwendolyn Gay, (757) 541-5829, [Gwendolyn.Gay@navy.mil](mailto:Gwendolyn.Gay@navy.mil)\_\_\_\_\_

(g) *WAWF point of contact.*

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

\_\_\_\_ LaVerne Brown, 843-218-5926, [Laverne.brown@navy.mil](mailto:Laverne.brown@navy.mil)

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

(End of clause)

*\*To Be Completed at the time of Task Order Award*

**5252.201-9201 Designation of Contracting officer's Representative (Mar 2006)**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: Gwendolyn Gay

Code:

Address: Bldg. 2425 Stalwart Road

Phone Number: 757-541-5829

Email: [Gwendolyn.gay@navy.mil](mailto:Gwendolyn.gay@navy.mil)

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

**5252.216-9210 TYPE OF CONTRACT (DEC 1999)**

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

**5252.232-9206 SEGREGATION OF COSTS (DEC 2003)**

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task, or subtask.

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

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electron Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA

(1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer and

(2) to the Procuring Contracting Officer.



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**5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992) FOR CLINS 7001 through 7002 ONLY**

This task/delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,100,000.00 inclusive of fee. It is estimated that these funds will cover the cost of performance through 07 June 2019. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$1,100,000.00 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

CLIN	Total Ceiling	Total Amount Funded	Total Amount Unfunded	Amount Funded This Action
001				
7002				

**5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992) FOR CLIN 9001 ONLY**

This task/delivery order is incrementally funded and the amount currently available for payment hereunder is \$114,469.93 limited to \$73,813.62 and is exclusive of fee. It is estimated that these funds will cover the cost of performance through 07 June 2019. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$73,813.62 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

CLIN	Total Ceiling	Total Amount Funded	Total Amount Unfunded	Amount Funded This Action
9001				

Accounting Data

SLINID	PR Number	Amount
700101	130069093400002	
LLA :		
AA 97X4930 NH3S 251 77777 0 050120 2F 000000 A00004547049		
Standard Number: N0010418WXL1034		
NWA: 100001330394 0050		
700201	130069093400003	
LLA :		
AB 97X4930 NH3S 251 77777 0 050120 2F 000000 A10004547049		
Standard Number: N0010418WXL1008		
NWA: 100001330384 0130		
700202	130069093400004	
LLA :		
AC 97X4930 NH3S 251 77777 0 050120 2F 000000 A20004547049		
Standard Number: N0010418WXL1009		
NWA: 100001330388 0020		
700203	130069093400005	
LLA :		
AD 97X4930 NH3S 251 77777 0 050120 2F 000000 B30004547049		
Standard Number: N0010418WXL1053		
NWA: 100001379361 0040		
700204	130069093400006	

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LLA :

AE 97X4930 NH3S 251 77777 0 050120 2F 000000 B40004547049

Standard Number: N0010418WXL1054

NWA: 100001379362 0010

900101 130069093400007

LLA :

AF 97X4930 NH3S 251 77777 0 050120 2F 000000 B50004547049

Standard Number: N0010418WXL1053

NWA #: 100001379361 0050

BASE Funding

Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by SPAWARSYSCEN Atlantic upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the task order authorizes performance at SPAWARSYSCEN Atlantic prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to SPAWARSYSCEN Atlantic a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

### 5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004)

(a) Definition.

“Support Services” includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services.

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, subject to paragraph (d), it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor’s employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to [Contracting Officer insert the company name upon award of the contract]. This clause shall remain in effect for twelve (12) months after completion of this contract.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information,

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participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

(End of clause)

#### **5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### **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 task order for the base and all available options shall be *48,420.0* 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 in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately *4,408.40* hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct

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

Fee Reduction = Fee  $(\frac{\text{Required LOE} - \text{Expended LOE}}{\text{Required LOE}})$

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 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. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

(End of Text)

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

Attachment 4 (found in section J) incorporated herein set forth the applicable Service Contract Act Wage

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Determination by the Secretary of Labor.

(End of clause)

**5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION  
(APRIL 2010)**

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2)

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have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

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

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

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

(End of clause)

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

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

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(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge,



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there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

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

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

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).*

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

*In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.*

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).*

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).*

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EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).*

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

*In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.*

(End of Clause)

**5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

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

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: <http://www.cpars.csd.disa.mil/cparsmain.html>

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

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## SECTION I CONTRACT CLAUSES

### REFERENCE CLAUSE TITLE & DATE

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

#### **52.222-2 Payment for Overtime Premiums (Jul 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \* or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* To be completed at time of Task Order award.

(End of Clause)

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

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

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Engineering Technician III (SCA 30083)	GS-5
Warehouse Specialist (SCA 21410)	WG-5

(End of Clause)

**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)**

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at

[http://www.acq.osd.mil/dpap/pdi/uid/uid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/uid_equivalents.html)

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier;

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the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency. “Government’s unit acquisition cost” means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the

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same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [/uid/uii\\_types.htmlhttp://www.acq.osd.mil/dpap/pdi.](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html)

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

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Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number \_\_\_\_\_.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_\_.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

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- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code—
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
  - (2) Unique item identifier type.
  - (3) Issuing agency code (if concatenated unique item identifier is used).
  - (4) Enterprise identifier (if concatenated unique item identifier is used).
  - (5) Original part number (if there is serialization within the original part number).
  - (6) Lot or batch number (if there is serialization within the lot or batch number).
  - (7) Current part number (optional and only if not the same as the original part number).
  - (8) Current part number effective date (optional and only if current part number is used).
  - (9) Serial number (if concatenated unique item identifier is used).
  - (10) Government's unit acquisition cost.
  - (11) Unit of measure.
  - (12) Type designation of the item as specified in the contract schedule, if any.
  - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
  - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the



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Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

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- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (*fill in*) for Embedded Items, Contract Data Requirements List, DD Form 1423.\_\_\_\_, Unique Item Identifier Report

(g) *Subcontracts* If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1A and 1B - Reference Information Sheets

Attachment 3A - Prime Pricing Model

Attachment 3B - Subcontractor Pricing Model

Attachment 4 - Wage Determination Charleston SC

Attachment 6 - SPAWAR and NAVSUP Memorandum of Agreement

Attachment 7 - Quality Assurance Surveillance Plan

Attachment 8 - Contractor Non-Disclosure Agreement

Attachment 9 - DD 254 Initial

CDRL A001

CDRL A002

CDRL A003

CDRL A004

CDRL A005

CDRL A006

CDRL A007

CDRL A008

CDRL A009

CDRL A010

CDRL A011

CDRL A012

Attachment 2 - Reserved

Attachment 5 - Personnel Qualifications