

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N0017814D7736		2. DELIVERY ORDER NO. N6523617F3026		3. EFFECTIVE DATE 2017 Jan 24		4. PURCH REQUEST NO. 1300571955		5. PRIORITY Unrated				
6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 Colleen C Pritchard/2222CC 843-218-6876			CODE N65236		7. ADMINISTERED BY DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375			CODE S2101A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR GROVE RESOURCE SOLUTIONS, INC 5235 Westview Drive Ste 101 Frederick MD 21703-7416			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			
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		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
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		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					Patrick O'Mara Authorized Company Representative							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> 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 BY: /s/Carol A Lloyd				25. TOTAL \$801,506.15		26. DIFFERENCES	
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			
f. TELEPHONE					g. E-MAIL ADDRESS					32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER					
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL		35. BILL OF LADING NO.					
					31. PAYMENT 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.		

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 1 of 45	FINAL
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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	J058	DCGS-MC GEOINT Test and Evaluation Support (Fund Type - OTHER)	1.0	LO	\$750,288.10	\$51,218.05	\$801,506.15
700101	J058	ACRN: AA PR: 1300571955 Funding Doc: M9545017RCBC648 Cost Code: 7RCBC648120L Funds Expire: 09/30/2017 NWA/BS: 100001230028 0010 (Fund Type - OTHER)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7004		CDRLs in support of CLIN 7001.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	J058	DCGS-MC GEOINT Test and Evaluation Support (Fund Type - OTHER) Option	1.0	LO	\$767,327.20	\$52,417.46	\$819,744.66

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7104		Funding in support of CLIN 7101.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	J058	DCGS-MC GEOINT Test and Evaluation Support (Fund Type - OTHER) Option	1.0	LO	\$785,224.13	\$53,651.05	\$838,875.18

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7204		CDRLs in support of CLIN 7201.	1.0	LO			NSP

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

5252.216-9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (JULY 2009)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is **SEE TABLE BELOW**. The **TABLE BELOW** direct labor hours include **ZERO HOURS** of uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate per their basic contract on SeaPort-e per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7001	\$51,218.05	16,080	\$3.19
OPTION I	7101	\$52,417.46	16,080	\$3.26
OPTION II	7201	\$53,651.05	16,080	\$3.34

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 3 of 45	FINAL
-------------------------------	-------------------------------------	-----------------	-------

contract entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

7001 \$ 51,218.05

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section G "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
<u>7001</u>	\$ <u>750,288.10</u>	<u>24 January 2017 - 23 January 2018</u>

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 4 of 45	FINAL
-------------------------------	-------------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this performance-based Task Order 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: DCGS-MC GEOINT TEST & EVALUATION SUPPORT

1.0 PURPOSE

1.1 SCOPE

This work will consist of that effort required to provide requirements management, system, software and interoperability testing and Quality Assurance (QA) support for Space and Naval Warfare Systems Center Atlantic (SSC Atlantic) in support of the Distributed Common Ground Station – Marine Corps (DCGS-MC GEOINT) program of record.

NOTE: Work will not be performed in Afghanistan.

2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

The contractor shall ensure all work accomplished on task utilizes the best commercial practices and current acceptable industry standards. The applicable references and standards invoked will vary within individual tasks and will be specifically called-out in each Task Order. In accordance with Defense Acquisition Policy changes, maximum utilization of non-government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the Task Order.

2.1 REQUIRED DOCUMENTS

The following instructional documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific Task Orders.

	Document Number	Title
a.	DoD 5200.2-R	DoD Regulation – Personnel Security Program dtd Jan 87
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 (NISPO) dtd 28 Feb 06
f.	DoDI 5220.22	DoD Instruction – National Industrial Security Program dtd 18 Mar 11
g.	DoD 8570.01-M	Information Assurance Workforce Improvement Program dtd 19 Dec 05 with Change 3 dtd 24 Jan 12
h.	DoDD 8570.01	DoD Directive – Information Assurance Training, Certification, and Workforce Management dtd 15 Aug 04
i.	SECNAV M-5239.2	DON Information Assurance Workforce Management Manual dtd May 2009
j.	SECNAV M-5510.30	Secretary of the Navy Manual – DoN Personnel Security Program dtd Jun 2006
k.	SECNAVINST 5239.3B	DoN Information Assurance Policy, 17 Jun 09

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 5 of 45	FINAL
-------------------------------	-------------------------------------	-----------------	-------

i.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
m.	SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
n.	SPAWARSYSCENLANTINST 12910.1A	Space and Naval Warfare Systems Center Atlantic Instruction – Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09

2.2 GUIDANCE DOCUMENTS

The following documents are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific Task Orders.

	Document Number	Title
a.	MIL-HDBK-61A	Configuration Management
b.	MIL-STD-130N	DoD Standard Practice – Identification Marking of US Military Property
d.	MIL-STD-1916	DoD Test Method Standard – DoD Preferred Methods for Acceptance Of Product
c.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS), 20 Dec 10
d.	DoDI 4161.02	DoD Instruction – Accountability and Management of Government Contract Property, 27 Apr 12
e.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
f.	ISO 9001 (ANSI/ASQ Q9001)	International Organization for Standardization (American National Standard Institute/American Society for Quality) – Quality Management Systems, Requirements
g.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
h.	ISO/IEC 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
i.	IEEE Std 12207-2008	Systems and Software Engineering – Software Life Cycle Processes
j.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
k.	DoDM-1000.13-M-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle dtd 23 Jan 14
l.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
m.	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
n.	N/A	SSC Atlantic Contractor Check-in portal – https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin
o.	N/A	SSC Atlantic OCONUS Travel Guide portal – https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide

2.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents. 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.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 6 of 45	FINAL
-------------------------------	-------------------------------------	-----------------	-------

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.

3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support tasks that will be required throughout the Task Order life. The contractor shall provide necessary resources and knowledge to support the listed tasks. Specific objectives will be dependent on the basic contract and the Task Order (TO) written against the basic contract. 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 contract 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 SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SSC Atlantic Officer in Charge (OIC) or applicable Geographic Lead.

3.1. RELEVANT EXPERIENCE

3.2. TESTING AND EVALUATION

The contractor shall participate in Working-group Integrated Product Team (WIPT), working groups, Configuration Control Boards (CCBs), and engineering review groups. Technical and engineering support guidance shall be provided on behalf of the DCGS-MC GEOINT T&E and Engineering WIPTs as directed by the DCGS-MC GEOINT Program Lead System Integrator (LSI), the contractor shall represent the DCGS-MC GEOINT programs interests associated with inter-service agency, joint and intra-service/agency common-use hardware, software, operations and processes. The following PWS task(s) requires access to classified information up to the level of SECRET:

3.2.1 The contractor shall participate in the development of Software Installation and Functional Verification Testing.

3.2.2 The contractor shall work with programs to prepare for the Test Readiness Review (TRR) by providing the test objects, methods, and procedures, scope of test, and confirmation that the required test resources have been identified and coordinated to support planned tests. The contractor shall participate in:

- TRRs
- Functional Verification Tests (FVT)
- System Verification Reviews (SVR)
- Developmental Tests (DT)
- Operational Tests (OT)

3.2.3 The contractor shall perform software testing against established requirements set forth in the DCGS-MC CDD for the following DCGS-MC GEOINT software applications:

- DCGS Integrated Backbone (DIB) 4.X as integrated into the DCGS-MC GEOINT System
- Vantage Suite including the DIB adapter
- Wildfly Application server (Community Editions, 8.x, 9.x, and 10.x)
- PostgressSql
- Windows Server 2012/2016

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 7 of 45	FINAL
-------------------------------	-------------------------------------	-----------------	-------

- Splunk
- Apache Solr 5.X
- Software development using Java (J2EE), JavaScript, HTML, CSS
- Knowledgeable with libraries and frameworks: Seam, JQuery, ArcGIS, JavaScript API, Hibernate
- Familiar with Subversion as a software versioning and revision control system
- Windows 2010

3.2.4 The contractor shall perform software level testing utilizing approved Intelligence, Surveillance, and Reconnaissance (ISR) Programs of Record (POR) systems including:

- Tactical Exploitation Group (TEG)
- Topographic Production Capability (TPC)
- Intelligence Analysis System (IAS) Family of Systems (FoS)
- Virtual Imagery Processor – Marine Corps (VIP-MC)

3.2.5 The contractor shall notify the government of any Key Performance Parameter (KPP) or Critical System Resource (CSR) that failed (or is failing) to achieve the allocated threshold. KPP “failures” shall be reported immediately and CSRs shall be reported within 24 hours. The contractor shall assist the Government in providing the results in the form of a report. KPP/CSR reports shall include a time-phased projection of when the threshold will be achieved or exceeded. This report shall address the following, at a minimum:

- a. System requirements – cite specific source document and paragraph
- b. Parameter to be met – annotate KPPs
- c. Parameter threshold/objective
- d. Demonstrated value (of parameter) to date
- e. Recommended “get-well” date

3.2.6 The contractor shall support the planning and conducting of a software stress test. SSC Atlantic shall determine the scope of software stress testing required to ensure the software being developed meets all specified technical, operational, and performance requirements and the acceptance criteria. Test data shall include normal and abnormal, valid and invalid inputs. All test plans and procedures shall be subject to review and approval by SSC Atlantic. Test results shall be provided to SSC Atlantic, if any corrections are deemed necessary by the Government the contractor shall assist Government personnel in document revisions.

3.2.7 The contractor shall participate in the development of Software Acceptance Testing (SAT) for individual software applications that are developed for the GEOINT Program. The SAT will follow the application’s design based on the application’s CONOP. The SAT will be integrated in the Software Development Plan (SDP).

3.2.8 The contractor shall provide direct support for the integration of specified software segments, hardware integration, burn-in testing, and quality assurance.

3.2.9 The contractor shall support government Developmental Testing (DT) and Operational Testing (OT) by providing on-site Test Operators and technical support for the period of the test.

3.2.10 System Integration/Qualification Test

The contractor shall provide knowledge and experience when developing and implementing System Integration/Qualification Test (SIT) procedures to demonstrate the adequacy and suitability of the contractor’s integration processes and procedures for achieving the performance inherent in the design. The results of the test shall demonstrate the techniques and processes employed do not degrade the design and meet all requirements in the Performance Specification.

3.2.11 Interoperability Testing

The contractor shall support interoperability testing by the Joint Interoperability Test Command (JITC), Fort Huachuca, AZ to ensure

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 8 of 45	FINAL
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that systems are compatible with the systems specified in the system specification and capabilities documents. The contractor shall also support informal interoperability training between USMC intelligence and operations programs using DDTE or other closed networks within the SSC Atlantic domain.

3.2.12 Software Reliability Testing

The contractor shall assist with establishing, implementing, and conducting a Software Testing Program, including Software Item (SI) integration testing and Software Unit (SU) testing in accordance with software testing practices outlined in IEEE/EIA 12207. The DCGS-MC GEOINT system software reliability testing intended to detect software faults and increase reliability. Detected faults will be documented through SI and SU and testing personnel will closely interface with the software integration team to increase efficiency.

3.2.13 System Environmental Testing

The contractor shall support system environmental testing to include shock, drop, vibration, heat, cold, moisture and foreign contaminant intrusion profiles in accordance with applicable military standards. Environmental testing will be conducted at government test facilities.

3.2.14 Operational Test and Evaluation (OTE)

The contractor shall support OTE by MARCORSSYSCOM (MCSC) or other external agency. The government automated test methods and preferred tool will be used to configure, operate, gather data, analyze, and publish OTE results.

3.2.15 Testing Documentation

The contractor shall provide assistance in all testing artifacts (test plans, test cases, test procedures, and test reports) required to support developmental testing efforts needed to fully trace the systems completion of Threshold and Objective requirements.

3.2.16 The contractor shall provide knowledge and experience to develop, maintain and conduct test cases and test procedures in support of test and evaluation.

3.2.17 The contractor shall provide assistance in writing, implementing, and reporting status for system test cases and test procedures.

3.2.18 The contractor shall provide knowledge and experience to prepare a Test Plan (TP) that encompasses all testing. The TP shall be the top-level working document that ties all contractor and subcontracting test activities together. The following areas shall be emphasized in the TP:

- Test event
- Purpose of the test
- Date of test start and end
- Location of the test
- Need for Government test support, especially laboratories and facilities
- Overall schedule of individual tests
- Interoperability analysis/testing

3.3. Requirements Analysis/Management

The following PWS task(s) requires access to classified information up to the level of SECRET:

The contractor shall provide services in support of the Integrated Defense Acquisition, Technology, Logistics and Lifecycle Management Framework in the form of documentation development and engineering supporting the lifecycle of the DCGS-MC GEOINT program of record. The contractor shall provide support services to identify, refine and document operational and functional requirements. The contractor shall translate operational and functional requirements to Concept of Operations (CONOPS), Functional Requirements, Functional Descriptions and Operational Requirements Documentation such as Capability Development Document (CDD), Capability

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 9 of 45	FINAL
-------------------------------	-------------------------------------	-----------------	-------

Production Document (CPD), etc.; develop system, subsystem and component level design specifications and documents; and develop system performance documents, specifications, and interface requirements documents. Input in the development, update and maintenance of Hardware Requirements Specifications (HRS), System/Subsystem Specifications (SSS), Performance Specifications, and Software Requirements Specifications (SRS).

3.3.1 The contractor shall provide requirements analysis support for government specified and approved requirements to facilitate design and integration of DCGS-MC GEOINT program of record.

3.3.2 The contractor shall support the identification, refinement, and documentation of the government specified and approved functional requirements for DCGS-MC GEOINT systems for implementation. The functional requirements for DCGS-MC GEOINT systems shall be defined in terms of content and relationship of the inputs, processes, and outputs required to satisfy the operational requirements.

3.3.3 The contractor shall maintain the Requirements Traceability Matrix (RTM) data in the government database. The RTM uniquely identifies program requirements to ensure that the requirements can be traced and verified through the design, build, test, and verification phases of development.

3.3.4 The contractor shall utilize the JAMA Contour software tool, or other tool provided by the government, for management and generation of the DCGS-MC GEOINT RTM.

3.3.5 Perform as Requirements Manager for DCGS-MC GEOINT projects using JAMA Contour software.

3.3.6 The contractor shall research, identify, define, evaluate, and document current and future requirements for the respective systems for approval by the government.

3.3.7 The contractor shall maintain Interface Control Documents (ICDs) for interoperability design and assessment. Supporting analyses shall include system-level interfaces, potential impacts to other system programs and subsystems, and support the development of technical and cost risks (trade-off analyses).

3.3.8 The contractor shall serve as a key supporting member of the DCGS-MC GEOINT Requirements Working Group (RWG) under the guidance of the Lead Systems Engineer (LSE) or Requirements Manager.

3.4. Quality Management

The contractor shall perform established Process and Product Quality Assurance (PPQA) processes to ensure that requirements are met prior to submission of documentation, supplies, products, and services to DCGS-MC GEOINT IPT and Project Leader. The contractor shall assist in conducting a detailed analysis of work processes, including: development, integration and testing. The contractor shall make recommendations to management personnel for efficiency and scheduling improvements as well as standardization of practices. The contractor shall assist in documenting all procedures, assess specifications used, draft written procedures, and develop a plan for implementation of a QA/Quality Control (QC) program. The plan will be reviewed by the Project Leader for applicability and conformance and the contractor shall adhere to changes as necessary. The contractor shall maintain QC records and take action to improve performance based on that data. Planned performance improvement actions will be provided to the Project Leader for concurrence prior to implementation. The government will provide access to and use of the enterprise tools necessary to perform assigned work (e.g.: CMPro, Wiki, Jira, etc.).

Activities occurring at the contractor's facility will be available for review and approval upon the Project Leader's request.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 10 of 45	FINAL
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4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

When applicable, the contractor shall be responsible for the following:

- 4.1.1 Ensure that no production systems are operational on any RDT&E network.
- 4.1.2 Follow DoDI 8510.01 of 12 Mar 2014 when deploying, integrating, and implementing IT capabilities.
- 4.1.3 Migrate all Navy Ashore production systems to the 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 of 17 June 2009 & DoDI 8510.01 of 12 Mar 2014 prior to integration and implementation of IT solutions or systems.
- 4.1.6 Register any contractor-owned or contractor-maintained IT systems utilized on contract in the Department of Defense IT Portfolio Registry (DITPR)-DON.

5.0 TASK ORDER ADMINISTRATION

Task Order administration is required for all contracts; it provides the government a means for Task Order management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the government's requirements are met, delivered on schedule, and performed within budget.

5.1 TASK ORDER 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) contracts, CORs will be assigned at the Task Order level. 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. PM shall have the requisite authority for full control over all company resources necessary for Task Order performance. The PM shall have authority to approve Task Order 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, unless otherwise directed at the Task Order level, periodic meetings with the COR.

5.1.1 COR DESIGNATION

The Contracting Officer Representative (COR) for this Task Order is Donald Lauer, who can be reached at phone (843) 218-6763; e-mail: donald.j.lauer@navy.mil.

5.2 TASK ORDER MONITORING AND MAINTENANCE

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 11 of 45	FINAL
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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 Task Order (TO) award or modification. Prior to Task Order 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.

5.2.1 Task Order Administration Documentation

Various types of contract administration documents are required throughout the life of the contract. At a minimum, the contractor shall provide the following documentation, unless otherwise specified:

5.2.1.1 Task Order Status Report (TOSR)

The contractor shall develop a Task Order Status Reports (CDRL A001) and submit it monthly, weekly, and/or as cited in the requirements of each Task Order. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

(a) Monthly TOSR – the contractor shall develop and submit a TO status report monthly at least 30 days after TO award on the 10th 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 (Attachment 1), Personnel Listing (Attachment 2), and Government Furnished Property (GFP) Template (Attachment 3) necessary for additional data collection as applicable.

(b) 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 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. At a minimum unless otherwise noted, the contractor shall include in the data call the following items and data:

1. Percentage of work completed
2. Percentage of funds expended
3. Updates to the POA&M and narratives to explain any variances
4. List of personnel (by location, security clearance, quantity)
5. Most current GFP and/or CAP listing

5.2.1.2 Task Order Closeout Report

The contractor shall develop a Task Order (TO) closeout report (CDRL A002) and submit it no later than 15 days before the TO completion date. The Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

5.2.1.3 Contractor Manpower Reporting

The following reporting is required for all DoD contracts acquiring services regardless if cost type or firm-fixed price contract:

(a) Contractor Manpower Quarterly Status Report (QSR)

The contractor shall provide a Contractor Manpower Quarterly Status Report (CDRL A003) to the government four times throughout the calendar year. Required by SSC Atlantic for all active service contracts/TOs (regardless if fixed-price or cost type), the Manpower report itemizes specific contract and/or TO administrative data for SSC Atlantic. Reporting period begins at the time of contract/TO award. Utilizing the format provided in QSR CDRL Attachment 1, the contractor shall collect required data throughout the specified performance period and shall submit one cumulative report on the applicable quarterly due date. See applicable DD Form 1423 for additional reporting details and distribution instructions. The following table lists the pre-set submittal due dates and the corresponding performance periods:

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 12 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

#	QUARTERLY DUE DATE	PERFORMANCE PERIOD
1	15 January	1 October – 31 December
2	15 April	1 January – 31 March
3	15 July	1 April – 30 June
4	15 Oct	1 July – 30 September

(b) Enterprise-wide Contractor Manpower Reporting Application

In addition to the QSR CDRL reporting requirements noted above and 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 Task Order for the DoD via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). Contracted services excluded from reporting are based on Product Service Codes (PSCs). In addition to the QSR CDRL reporting requirements noted above, the contractor shall completely fill-in all required data fields using the following web address: [https:// doncmra.nmci.navy.mil/](https://doncmra.nmci.navy.mil/).

Reporting inputs consists of labor hours executed during the contract/TO period of performance within each Government fiscal year (FY) which runs from October 1 through September 30. While inputs may be reported any time during the FY, the contractor shall report all data no later than October 31 of each calendar year. Contractors may direct questions to the help desk at <http://www.ecrma.mil/>.

5.2.1.4 WAWF Invoicing Notification and Support Documentation

Pursuant to DFARS clause 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. In accordance with clause 252.232-7006, 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. As requested, the contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A004) 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.

5.2.1.5 Labor Rate Limitation Notification

For all cost type, labor-hour service contracts/TO (not applicable for Simplified Acquisition Procedures (SAP) contracts or contracts/TOs that are wholly fix-priced), the contractors shall monitor the following labor rates as part of the monthly contract/TO status report (see CSR/TOSR CDRL Attachment 2 – Personnel Listing). The contractor shall initiate required notification if specified threshold values are met. NOTE: TOs that are wholly firm-fixed price are exempt from this requirement. The ability of a contractor to monitor labor rates effectively will be included in the contract/Task Order Quality Assurance Surveillance Plan (QASP).

(a) Fully burden labor rates per person (subcontractor included) charged on contract/Task Order – If the actual invoiced fully burden rate (inclusive of fee) of any individual in any labor category exceeds the threshold amount of \$150.00/hour and the individual’s rate was not disclosed in pre-award of the basic contract (or TO for IDIQ contracts), the contractor shall send notice and rationale (CDRL A005) for the identified labor rate to the COR who will then send appropriate notification to the Contracting/Ordering Officer. NOTE: Within one labor category, if the total collective estimated and/or actual hours in any given period of performance are less than or equal to 500 labor hours, the labor category is excluded from the required CDRL notification regardless if an individual within that labor category exceeds the threshold.

(b) Average actual labor rates (total actual fully burdened labor costs “divided by” total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, the contractor shall send notice and rationale (CDRL A005) for the rate variance to the COR who will then send appropriate notification to the Contracting /Ordering Officer. Additionally, contractors shall notify the COR if variances exceed 15% for more than three consecutive months. Contractors shall annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly contract/TO status reports.

5.2.1.6 ODC Limitation Notification

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 13 of 45	FINAL
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Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly contract/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 awarded amount) by 10%, the contractor shall send notice and rationale (CDRL A005) 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 contract/Task Order Quality Assurance Surveillance Plan (QASP).

5.3 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this Task Order does not require Earned Value Management (EVM) implementation due to cost of contract (base plus all options) does not exceeding \$20M and does not lend itself to meaningful EVM information. In lieu of EVM, the contractor shall develop and maintain, a Contract Funds Status Report (CDRL A006) to help track cost expenditures against performance.

6.0 QUALITY

6.1 QUALITY SYSTEM

Upon Task Order award, the prime contractor shall have and maintain a Quality Management System that encompass Quality Assurance processes and Quality Control procedures that meet contract requirements and program objectives while ensuring customer satisfaction and defect-free products/process/services. The contractor shall have a sufficiently documented quality system which contains procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor's internal auditing system. Thirty (30) days after Task Order award, the contractor shall provide to the government a copy of its Quality Assurance Plan (QAP) and any other quality related documents (CDRL A007) as applicable to the TO. The contractor shall make the 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 contract 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 and development of quality related documents as needed. At a minimum, 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 product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Establish methods and procedures for continuous process improvement

6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

6.2.1 General

The contractor shall have processes in place that coincide with the government's quality management processes. The contractor shall be required to utilize the processes and procedures already established for the project. 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. The contractor shall be ISO 9001 compliant. Having a formal ISO certification is desired, it is not a required as long as the contractor is compliant. As applicable, the contractor shall also support and/or participate in event-driven milestones and reviews as stated in the Defense Acquisition University's (DAU's) DoD Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management System Chart which is incorporates multiple DoD directives and instructions – specifically 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. The contractor shall employ including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC Atlantic that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although having a formal CMMI appraisal is

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 14 of 45	FINAL
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desired, it is not required.

6.3 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.

6.4 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:

- 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.

6.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide the following documents: Cost and Milestone Schedule Plan (CDRL A008) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A009) submitted monthly.

7.0 DOCUMENTATION AND DELIVERABLES

7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this Task Order 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 contract. 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.

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CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A001	Task Order Status Report	5.2.1.1, 8.1.2	MTHLY	30 Days after TO award (DATO) and monthly on the 10th	Unclass

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 15 of 45	FINAL
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CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due	Security Classification (up to S/TS or unclassified)
A002	Contract/Task Order Closeout Report	5.2.1.2, 11.5	1TIME	NLT 15 days before completion date	Unclass
A003	Contractor's Manpower Report	5.2.1.3	QTRLY	15 Jan, 15 Apr, 15 Jul, & 15 Oct	Unclass
A004	Invoice Support Documentation	5.2.1.4	ASREQ	Within 24 hrs from request	Unclass
A005	Limitation Notification & Rationale	5.2.1.5, 5.2.1.6	ASREQ	Within 24 hrs from occurrence	Unclass
A006	Contract Funds Status Report	5.3	MTHLY	30 Days after TO award (DATO) and monthly on the 10th	Unclass
A007	Quality Documentation	6.1	ASREQ	Within 24 hrs from request	Unclass
A008	Cost and Milestones Schedule Plan	6.5	One time with revisions (ONE/R)	NLT 10 DATO; revision NLT 7 days after receipt of govt review	Unclass
A009	Contractor CPARS Draft Approval Document (CDAD) Report	6.5	MTHLY	30 DATO and monthly on the 10 th	Unclass
A010	OCONUS Deployment Documentation and Package	13.1 – 13.4	1TIME	NLT 7 DATO	Unclass

7.2 ELECTRONIC FORMAT

At a minimum, 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 SSC Atlantic corporate standard software configuration as specified below. Contractor shall conform to SSC Atlantic corporate standards within 30 days of Task Order 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.

	Deliverable	Software to be used
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
g.	Scheduling	Microsoft Project

7.3 INFORMATION SYSTEM

7.3.1 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 contract shall be accessible by e-mail through individual accounts during all working hours.

7.3.2 Information Security

Pursuant to DoDM 5200.01, the contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. The contractor shall disseminate unclassified

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 16 of 45	FINAL
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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 contract, and privileged contract information (e.g., program schedules, contract-related tracking).

7.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement in accordance with DFARS Clause 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 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.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 17 of 45	FINAL
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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 contract or agreement requirements and mechanisms.

7.3.2.2 Compliance

Pursuant to DoDM 5200.01, the contractor shall include in their quality processes procedures that are compliant with information security requirements.

8.0 SECURITY

8.1 ORGANIZATION

8.1.1 Security Classification

In accordance with clause 5252.204-9200 and the DoD Contract Security Classification Specification, DD Form 254, classified work is performed under this contract. The contractor shall have at the time of Task Order award and prior to commencement of classified work, a SECRET facility clearance (FCL). The initial DD-254 issued is limited to SECRET.

Determination of required security classification will be made at the Task Order level. The following PWS tasks require access to classified information up to the level of SECRET: 3.1., 3.2, 3.3, and 3.4. U.S. Government security clearance is required to access and handle classified equipment, attend program meetings, and/or work within restricted areas unescorted. All other PWS tasks do not required access to classified information.

8.1.2 Security Officer

The contractor shall appoint a Facility Security Officer (FSO) to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The FSO is the key management personnel who is 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 contract. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is an attachment to the Task Order status report (TOSR) (CDRL A001).

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, DoD 8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, 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 contract/Task Order, 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 (NACLC), 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 SSC Atlantic information. Cost to meet these security requirements is not directly chargeable to Task Order.

NOTE: If a final determination is made that an individual does not meet or cannot maintain the minimum fitness standard, the contractor

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 18 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

shall permanently remove the individual from SSC 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 SSC 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 contract.

8.2.1 Personnel Clearance

All personnel associated with this Task Order shall possess a SECRET personnel security clearance (PCL). Prior to starting work on the task, contractor personnel shall have the required clearance granted by the Department of Defense Consolidated Adjudications Facility (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 to the TO level. Contractor personnel shall handle and safeguard any Controlled Unclassified Information (CUI) and/or classified information in accordance with appropriate Department of Defense, Navy, and SSC Atlantic security regulations. The contractor shall immediately report any security violation to the SSC Atlantic Security Management Office, the COR, and Government Project Manager.

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.

(a) 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 (NISPO) not later than one (1) week prior to visit – timeframes may vary at each facility/installation. For admission to SSC 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 (to be identified at Task Order level) via approval by the COR.

(b) 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: SSC Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact SSC Atlantic Security Office directly for latest policy.

(c) All contractor persons 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 clause 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 local 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 contract clause 5252.204-9202, some contract 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.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 19 of 45	FINAL
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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 Task Order COR. The contractor's appointed Security Officer, which is required in clause 5252.204-9200, 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:

(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 6 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 SSC 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 Public Key Infrastructure (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-M-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 contract's 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 SSC Atlantic Information Assurance Management (IAM) 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 SSC Atlantic IAM office at phone number (843)218-6152 or e-mail questions to 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 SSC Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the IAM office via encrypted e-mail to ssclant_it_secmtg@navy.mil.

8.2.2.5 Contractor Check-in and Check-out Procedures

All SSC Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access shall have a SSC 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 Task Order award throughout Task Order completion, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 20 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

support of this contract 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 contract return all applicable government documents/badges to the appropriate government representative. NOTE: If the contractor does not have access to the SSC Atlantic COG website, the contractor shall get all necessary instruction and forms from the COR.

8.2.3 Security Training

Regardless of the contract 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 SSC 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.

8.2.4 Disclosure of Information

In support of DFARS Clause 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)

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 (Clause 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 contract 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, SSC Atlantic's OPSEC program implements requirements in DoD 5205.02-M – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract 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 development their own internal OPSEC program specific to the Task Order and based on SSC Atlantic OPSEC requirements. At a minimum, the contractor's program shall identify the current SSC 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, as a minimum, cover OPSEC as it relates to Task Order work, discuss the Critical Information applicable in the contract/Task Order, 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 SSC Atlantic OPSEC Officer, who will ensure it is consistent with SSC Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 21 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

during their entire term supporting SSC Atlantic contracts.

8.3.3 SSC Atlantic OPSEC Program

Contractor shall participate in SSC Atlantic OPSEC program briefings and working meetings, and the contractor shall complete any required OPSEC survey or data call within the timeframe specified.

8.3.4 Classified Contracts

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

8.4 DATA HANDLING AND USER CONTROLS

8.4.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this Task Order as For Official Use Only (FOUO) material. The contractor shall handle all classified information received or generated Pursuant to the attached DD Form 254 and be in compliance with all applicable PWS references and other applicable Government policies and procedures that include DOD/Navy/SSC Atlantic.

8.4.2 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 contract 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 Task Order in compliance with all applicable PWS references. In compliance with Para 7.3.2.1, 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.

9.0 GOVERNMENT FACILITIES

As specified in each Task Order, government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. All contractor personnel with supplied government facilities shall be located at SSC Atlantic in Charleston, SC. Note: The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.

10.0 CONTRACTOR FACILITIES

A significant portion of Task Orders issued under this contract require close liaison with the government. The contractor shall be prepared to establish a local facility within a thirty (30)-mile radius of SSC Atlantic. Close proximity allows for proper contract administration duties. The contractor's facility is not necessary for the exclusive use of this contract and can be utilized on a shared basis. The contractor's local facility shall include sufficient physical security to protect government assets. The contractor's facility shall meet all location and size requirements to perform work requirements within 30 days after contract award. Facility space shall include offices, conference rooms, lab work, and a staging area for materials and equipment.

11.0 TASK ORDER PROPERTY ADMINISTRATION

No government property will be provided or acquired on this Task Order.

11.1 PROPERTY TYPES

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 22 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

Contract property is either intangible (i.e., intellectual property and software IAW FAR Part 27) or tangible (i.e., government property IAW FAR Part 45). 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 (PA) to ensure their property management system is acceptable. This Task Order will have the following property in support of the tasking requirements in PWS Para 3.0.

11.1.1 Intangible Property – Intellectual/Software

11.1.1.1 Government Furnished Information (GFI)

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on information contained in a document, the contractor shall comply with additional controls for access and distribution (e.g., technical specifications, maps, buildings designs, schedules, etc.).

No GFI is to be utilized on this Task Order.

11.1.2 Tangible Property – Government Property (GP)

As defined in FAR Part 45, Government Property (GP) is property owned or leased by the Government which includes material, equipment, special tooling, special test equipment, and real property. Government property used on contract includes both Government-furnished property (GFP) and contractor-acquired property (CAP) but does not include intellectual property (such as, GFI) and software.

No government property will be utilized on this Task Order.

11.1.2.1 Government-furnished Property (GFP)

As defined in FAR Part 45, Government-furnished property (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, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification.

No GFP is to be utilized on this Task Order.

In accordance with DFARS PGI 245.103-70, furnishing Government Property on this contract is authorized. The contractor shall utilize Government property in accordance with FAR clause 52.245-1 and 52.245-9. The contractor shall have the means to provide an effective and efficient stewardship of Government property. In accordance with PGI 245.103-72, GFP items will be identified on Scheduled GFP (SGFP) and/or Requisitioned GFP (RGFP) forms. NOTE: A contract/TO can only have one SGFP and/or RGFP form. Any required updates, corrections, or additions will require replacing the document of record rather than creating an additional document. The following types of government property are applicable on this contract:

- (a) No Government-Furnished Equipment (GFE) is provided on this TO.
- (b) No Government-Furnished Material (GFM) is provided on this contract/TO
- (c) No Special Test Equipment (STE) is provided on this contract/TO.
- (d) No Special Tooling (ST) is provided on this contract/TO.

11.1.2.2 Contractor-acquired Property (CAP)

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 23 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

As defined in FAR Part 45, Contractor-acquired property (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) which includes Property, Plant and Equipment (PP&E), Contractor Acquired Material (CAM) which includes Operating Material and Supplies (OM&S), Special Tooling (ST), and Special Test Equipment (STE).

No CAP is to be utilized on this Task Order.

11.2 GOVERNMENT PROPERTY TRACKING AND MANAGEMENT

11.2.1 Contractor Property Management System

Pursuant to FAR clause 52.245-1 and DFARS clause 252.245-7003, the contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the KO and contract government Property Administrator. The contractor's property management system shall adhere to the applicable prescribed requirements in FAR clause 52.245-1 and include the required data elements in DFARS clause 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 clause 252.211-7007.

11.2.2 Government Property Administrator

In accordance with FAR 42.201, the contract property administrator under this Task Order is designated as Defense Contract Management Agency (DCMA). The contractor shall work with the designated contract property administrator to ensure compliance with the Task Order's property requirements.

11.2.3 Property Transfer between Government and Contracts

Contractors shall not take receipt or transfer custody of any government property without possessing proper contractual authority; i.e.; item specifically is identified as GFP at the basic contract or Task Order level. Per DoDI 4161.02, the government will utilize electronic transaction when transferring GFP to the contractor (specified by contract number) and upon return of the property to the government. The contractor shall use Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) (an application within WAWF) to receipt property transfer; when iRAPT is not available, the contractor may use with COR concurrence the Defense Logistics Management System (DLMS) standard logistics transaction set 527R to provide materiel receipt acknowledgement. The contractor shall cite the applicable contract number for each item to properly track property shipments.

Note: In accordance with local management specifications, the contractor shall ensure transfer of property occurs with proper paperwork; e.g., Requisition and Invoice/Shipping Document (DD1149) or COMSEC Material Report (SF153).

11.2.4 GFP Tagging and Item Unique Identification (IUID) Registry

Pursuant to DFARS clause 252.245-7001, contractor shall tag, label, or mark all serially managed GFP items not previously tag, labeled, or marked. Pursuant to DFARS clause 252.211-7007 (dated Aug 2012), the contractor shall ensure applicable Government Furnished Property (GFP) is identified in the DoD Item Unique Identification (IUID) Registry and its integral GFP Repository; see DoDI 4151.19 for instructions concerning serialized items.

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11.2.5 Government Property Records

Pursuant to FAR clause 52.245-1, contractors and any subcontractors if applicable shall be responsible for establishing and maintaining records of Government Property in their possession – this includes GFP and CAP. The contractor shall ensure GFP and CAP records contain, at a minimum, the data elements as described in FAR clause 52.245-1 and that GFP records also contain the data elements specified in DFARS clause 252.211-7007.

11.2.5.1 For NMCI assets that are assigned to a contractor and removed from a government facility, the contractor employee shall possess at all times a Property Pass (OF-7) with each NMCI asset that will be authorized and signed by the COR or other authorized government personnel. Although NMCI assets are not currently tracked as GFP, the contractor shall separately track and report all NMCI assets assigned to all contractor employees for use on this contract/TO. For reporting purposes, the contractor shall include a copy of the

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 24 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

NMCI asset list (separate from the GFP inventory list) in the contract/TO status report (CDRL A001).

11.2.5.2 For all GFP items including laptops (required to be identified on the applicable contract/TO SGFP form) removed from a government facility, the contractor employee shall possess at all times a government signed copy of the DD1149 specifying contract and applicable TO number, company name, model number, and serial number of the computer. For GFP laptops assigned to contractor employees, in addition to the signed DD1149, a contractor-generated property pass with the employee's name may be attached to validate possession in accordance with applicable company internal procedures.

11.3 GOVERNMENT PROPERTY TRANSFERRING ACCOUNTABILITY

Government property cannot be transferred between contracts or Task Orders unless approval is obtained from the Contracting Officer, proper identification/tracking is maintained, and modifications are issued to both affected contracts/Task Orders. Contractor shall ensure they have all necessary documentation required for authorized transfer of property from one contract/Task Order to another. The contractor shall ensure transfer documentation specify the type, quantity and acquisition cost of each item being transferred.

11.4 GOVERNMENT PROPERTY LOST OR DAMAGED ITEMS

Contractor shall promptly report to the COR and KO all lost and/or damaged government property. The requirements and procedures for reporting loss Government Property are specified in DFARS clause 252.245-7002.

11.5 GOVERNMENT PROPERTY INVENTORY DISPOSITION

When disposition instructions for GFP are contained in the accountable contract or on the supporting shipping documents (DD Form 1149), the contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

Pursuant to DFARS clause 252.245-7004, when disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. The contractor shall submit the list to the COR and PCO, via the activity Property Administrator, at which time disposition instructions will be provided by the government.

When GFP and CAP are specific to a single Task Order, the contractor shall include a final inventory reporting list in the TO Closeout Report (CDRL A002). At the time of the contractor's regular annual inventory, the contractor shall provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the government property administrator.

11.6 GOVERNMENT PROPERTY PERFORMANCE EVALUATION

Non-compliance with the contract's Government Property terms and conditions will negatively affect the contractor's annual Contractor Performance Assessment Reporting System (CPARS) rating.

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

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 25 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

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 Task Orders under this contract. 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

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, 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.

13.0 TRAVEL

13.1 LOCATIONS

The contractor shall ensure all travel is performed pursuant to clause 5252.231-9200. For planning purposes, the contractor shall provide adequate personnel to support the travel requirements listed below. The proposed estimated travel cost cannot exceed the not-to-exceed (NTE) value cited in the applicable pricing model. Travel estimates are in accordance with the latest Joint Travel Regulations (JTR) for DoD Civilian Personnel.

# Trips	# People	# Days/Nights	From (Location)	To (Location)
2	1	5/4	Charleston, SC	Quantico, VA
1	1	5/4	Charleston, SC	Jacksonville, NC
1	1	5/4	Charleston, SC	San Diego, CA
1	1	14/13	Charleston, SC	Okinawa, Japan
1	1	5/4	Charleston, SC	New Orleans, La

13.2 PERSONNEL MEDICAL REQUIREMENTS

13.2.1 OCONUS Immunization Requirements

As specified in each Task Order, the contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Contractor employees who deploy to locations that require immunizations shall do so pursuant to DoDI 6205.4, Department of the Navy (DON), and SPAWARSYSCENLANTINST 12910.1A.

13.3 LETTER OF AUTHORIZATION

Some travel will require a Letter of Authorization (LOA). As noted in DFARS PGI 225.7402-3(e), a LOA is necessary to enable a contractor employee to process through a deployment processing center; to travel to, from, and within a theater of operations; and to identify any additional authorizations and privileges. Applicable to the Task Order, the contractor shall initiate a LOA for each prospective traveler. The contractor shall use the Synchronized Pre-deployment & Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the contractor may also initiate a LOA request to provide an official traveler access to Government facilities and to take advantage of travel discount rates in accordance with Government contracts and/or agreements. All privileges, services, and travel rate discount access are subject to availability and vendor acceptance. LOAs are required to be signed/approved by the SPOT registered Contracting/Ordering Officer for the applicable contract/Task Order.

Note for travel to Iraq: The only acceptable LOAs for work performed in Iraq are in support of Office of Security Cooperation - Iraq

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 26 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

(OSC-I) or the Dept. of State (DoS). Support in reference to U.S. Forces Iraq (USF-I) is no longer valid beyond Dec 2011.

13.4 SPECIFIED MISSION DESTINATIONS

As specified in each Task Order, the contractor shall be required to travel to locations designated as Specified Mission Destinations which are listed in the latest SSC Atlantic OCONUS Travel Guide portal (latest link to be provided at contract and Task Order award). Pursuant to DoDI 3020.41 and SPAWARSYSCENLANTINST 12910.1A, work to be performed at Specified Mission Destinations is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is required, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC Atlantic OCONUS Travel Guide portal. Note: The portal is NOT the authoritative source, as it is only a guide. The contractor shall be responsible to know and understand travel requirements as identified by the Combatant Command (COCOM) and applicable country. Commencing no later than seven (7) days after Task Order award requiring travel to specified mission destination(s), the contractor shall submit all required OCONUS Deployment Documentation and Package (CDRL A010) to the Task Order technical POC and/or Command Travel/Deployment Coordinator.

14.0 COR DESIGNATION

The Contracting Officer Representative (COR) for this Task Order is Donald Lauer, code 55120 who can be reached at phone (843) 218-6763; e-mail: Donald.j.lauer@navy.mil.

15.0 TRANSPORTATION OF EQUIPMENT/MATERIAL

No transportation of equipment/material is required by the contractor on this TO.

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16.0 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.

17.0 OTHER CONDITIONS/REQUIREMENTS

17.1 OVERTIME HOURS

17.2 NON-DISCLOSURE AGREEMENT (NDA) REQUIREMENTS

All contractor personnel who receive or have access to proprietary information shall sign and abide by a non-disclosure agreement.

LIST OF ATTACHMENTS

Attachment 1 – Quality Assurance Surveillance Plan (QASP)

Attachment 2 – CDRL A001 Task Order Status Report

Attachment 3 – CDRL A002 Task Order Closeout Report

Attachment 4 – CDRL A003 Contractors Manpower Report

Attachment 5 – CDRL A004 Invoice Support Documentation

Attachment 6 – CDRL A005 Limitation Notification and Rationale

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 27 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

Attachment 7 – CDRL A006 Contract Funds Status Report

Attachment 8 – CDRL A007 Quality Documentation

Attachment 9 – CDRL A008 Cost and Milestones Schedule Plan

Attachment 10 – CDRL A009 Contractor CPARS Draft Approval Document (CDAD) Report

Attachment 11 – CDRL A010 OCONUS Deployment Documentation and Package

Attachment 12 - Wage Determination for Charleston, SC

Attachment 13 - DD Form 254 Contract Security Classification Specification

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 28 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 29 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

7001	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7104	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7204	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 30 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7001 1/24/2017 - 1/23/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7101 1/24/2018 - 1/23/2019

7201 1/24/2019 - 1/23/2020

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

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 31 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

The SPAWAR Atlantic Ombudsman is Steven G. Harnig, (843) 218-4560.

252.232-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment the contractor shall --

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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 Central Contractor Registration 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:

Cost Type Orders - Cost Voucher

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 32 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

WAWF, as specified by the contracting officer.

N65236

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

Routing Data Table

*Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	S2101A
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.

donald.j.lauer@navy.mil

(g) WAWF point of contact.

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

Laverne.brown@navy.mil

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

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 33 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

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: Donald J Lauer III

Code: 55150

Address: 1 Innovation Drive
North Charleston, SC 29410

Phone Number: 843-218-6763

E-mail: donald.j.lauer@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** 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.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 34 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

5252.232.9400 LIMITATION OF LIABILITY- INCREMENTAL FUNDING (JAN 1992)

This TASK order is incrementally funded and the amount currently available for payment hereunder is limited to **\$32,000.00** inclusive of fee. It is estimated that these funds will cover the cost of performance through **January 23, 2018**. Subject to the provision of the clause entitled Limitation of Funds (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of **\$32,000.00** shall arise unless additional funds are made available and are incorporated as a modification to the TASK order.

The contractor shall cite on each invoice/voucher, in addition to all other requirements of this contract/order, the contract line item number (CLIN); the contract subline item number (SLIN) and accounting classification reference number (ACRN) for the portion, or portions of work being billed as specified in the contract or delivery order. For each ACRN on the invoice/voucher, the contractor shall identify the amount being billed against that ACRN.

CLIN	EST. CPFF NTE*	TOTAL AMOUNT FUNDED	UNFUNDED CEILING
7001 Base	\$801,506.15	\$32,000.00	\$769,506.15
TOTAL	\$801,506.15	\$32,000.00	\$769,506.15

CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR G-321)

a. Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil>.

b. After contract award, the contractor will be given access authorization by the respective SPAWARFocal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
700101	130057195500002	32000.00

LLA :
AA 1771106 1A2A 257 67854 067443 2D M95450 7RCBC648120L
Standard Number: M9545017RCBC648
ACRN: BG PR: 1300571955
Funding Doc: M9545017RCBC648
Cost Code: 7RCBC648120L
Funds Expire: 09/30/2017
NWA/BS: 100001230028 0010

BASE Funding 32000.00
Cumulative Funding 32000.00

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 35 of 45	FINAL
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SECTION H SPECIAL CONTRACT REQUIREMENTS

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office 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 contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

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.

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

(a) Definition. As used in this clause, “sensitive information” includes:

(i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 36 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

(iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

(iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (I) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 37 of 45	FINAL
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calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (APRIL 2010) ALTERNATE I (JAN 2012)

(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 including 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 even when -- (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 will 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 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’ confidential business 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.

(3) To contractors and subcontractors, and their employees tasked with assisting SPAWAR in technical and administrative support services for the SPAWAR Small Business Innovation Research (SBIR) program, including monitoring contract progress and providing financial oversight.

(4) To contractors and subcontractors, and their employees tasked with assisting SPAWAR in furnishing advice or technical assistance in support of the Government’s management and oversight of the SPAWAR SBIR program or effort.

(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), (c)(2), (c)(3), and (c)(4) 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), (c)(2), (c)(3), and (c)(4);

(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;

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 38 of 45	FINAL
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(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4) 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), (c)(2), (c)(3), and (c)(4); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4), 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.

RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 39 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order N6523617F3026 as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____

TYPED NAME _____

DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service"

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

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,

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 40 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including –

(1) DoD-approved information assurance workforce certification appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(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.

(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

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 41 of 45	FINAL
-------------------------------	-------------------------------------	------------------	-------

United States; or

(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, 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.

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 42 of 45	FINAL
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(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 ($45 + 67 + 12 - 24 = 100$).

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

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 43 of 45	FINAL
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(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

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 44 of 45	FINAL
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SECTION I CONTRACT CLAUSES

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

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

CONTRACT NO. N0017814D7736	DELIVERY ORDER NO. N6523617F3026	PAGE 45 of 45	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment_1_Quality_Assurance_Surveillance_Plan_(QASP)

Attachment_2_CDRL_A001_Task_Order_Status_Report

Attachment_3_CDRL_A002_Task_Order_Closeout_Report

Attachment_4_CDRL_A003_Contractors_Manpower_Report

Attachment_5_CDRL_A004_Invoice_Support_Documentation

Attachment_6_CDRL_A005_Limitation_Notification_and_Rationale

Attachment_7_CDRL_A006_Contract_Funds_Status_Report

Attachment_8_CDRL_A007_Quality_Documentation

Attachment_9_CDRL_A008_Cost_and_Milestones_Schedule_Plan

Attachment_10_CDRL_A009_Contractor_CPARS_Draft_Approval_Document_(CD AD)_Report

Attachment_11_CDRL_A010_OCONUS_Deployment_Documentation_and_Packag e

Attachment_12_Wage_Determination

Attachment_13_DD254_Contract_Security_Classification_Specification