### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (If applicable)</th>
<th>6. ISSUED BY</th>
<th>7. ADMINISTERED BY (If other than Item 6)</th>
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<tr>
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<td>P00014</td>
<td>09-Oct-2019</td>
<td>See Section G</td>
<td>N/A</td>
<td>N00164</td>
<td>S3915A</td>
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#### 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

McKean Defense Group, LLC
One Crescent Dr Ste 400
Philadelphia PA 19112-1015

#### 9A. AMENDMENT OF SOLICITATION NO.

<table>
<thead>
<tr>
<th>28-Nov-2018</th>
<th>10B. DATED (SEE ITEM 13)</th>
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#### 10A. MODIFICATION OF CONTRACT/ORDER NO.

<table>
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<tr>
<th>N00178-04-D-4078 / N0017419F3000</th>
<th>10B. DATED (SEE ITEM 13)</th>
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#### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

#### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Section G

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

- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment;
- By acknowledging receipt of this amendment on each copy of the offer submitted; or
- By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

See Page 2

#### 15A. NAME AND TITLE OF SIGNER (Type or print)

| [ ] | [ ] | [ ] | [ ] | [ ] |

#### 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

| [ ] | [ ] | [ ] | [ ] | [ ] |

#### 15B. CONTRACTOR/OFFEROR

<table>
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<th>Signature of person authorized to sign</th>
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#### 16B. UNITED STATES OF AMERICA

| BY [ ] |

#### NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

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

The purpose of this modification is to:

1.) Deobligate Funding.

2.) Obligate Funding.

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

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

**HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.
Applicable to all ODC CLINS: (9000 -9400)

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

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

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

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

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

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

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

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

This entire task order is Cost-Plus-Incentive-Fee (CPIF), Level of Effort (LOE) with the exception of the ODC CLINs, which are cost-reimbursable. ODCs are Not-To-Exceed (NTE) under this task order.

Cost-Plus-Incentive-Fee CLINS (Labor CLINS): 7000, 7100, 7200, 7300, 7400

Cost-Only CLINS (Travel/ODC CLINS): 9000, 9100, 9200, 9300, 9400
SECTION C DESCRIPTIONS AND SPECIFICATIONS

Fleet Introduction Support Services for New Construction and In-Service Vessels

1.0 Scope

The contractor is required to maintain a SECRET facility security clearance.

The contractor will be required to have access to Controlled Unclassified Information (CUI) with developers and integrators.

Access to U.S. Classified Information Outside the U.S.: Classified work outside the U.S. is required as a function of this contract, the contractor shall liaison with partners, test and build required systems per the performance agreement.

Access to SIPRNet is required in order to communicate securely with the program manager, the contractor will only utilize SIPRNet at a government facility. The contractor will abide by NAVSEA Headquarters training requirements to obtain a SIPRNet account.

Contractor requires access to COMSEC and a COMSEC account to accommodate the use of secure communications. The contractor shall be required to have access to COMSEC for SIPRNet equipment.

1.1 The Program Manager for Surface Training Systems Program office (PMS 339) requires the following on-site waterfront-based services to support its efforts at the Navy's Fleet Concentration areas and shipbuilding yards: Administrative, Logistical, Manning, Training, Technical, Commissioning, and Shipboard Information Technology (IT) Services. Commissioning and IT support are to be provided for New Construction Ship Classes only.

1.1.1 The Contractor shall provide services to all Program Executive Office for Ships (PEO SHIPS) and Program Executive Office for Littoral Combat Ships (PEO LCS) New Construction Ship Classes, and SEA 21 In-Service Classes and Aegis Ashore Detachments.

1.2 The work is in support of LCS class Precom crews and Mission Package Precom.

1.1.2 Program Executive Office for Carriers (PEO CARRIERS) and Program Executive Office for Submarines (PEO SUBS) may also require Commissioning services. Support to In-Service Ship Classes will be for major modernization, overhaul, or to support hull-swapping and homeport shift ships, including Forward Deployed Naval Forces (FDNF).

1.2 The Government has the following automated data processing and information technology requirements:

1.2.1 The Contractor shall receive, log, store, track, and deliver documents.

1.2.2 The Contractor shall have the capability to interface via electronic mail, provide Internet e-mail addresses for all employees supporting this task, and have the necessary connectivity to communicate with front office staff, program offices, and PMS 339 team members.

1.2.3 All employees assigned to this contract shall meet the minimum requirements for US Navy Common Access Card (CAC) issue and be subject to periodic review as required for access to Government Information Systems.

1.2.4 The Contractor shall have the capability to interface and access all required web-collaborative tools, Naval Sea Systems Command iNAVY website, and the PEO SHIPS Integrated Data Environment (IDE). iNAVY access is required for employees support this task to deliver all UNCLASSIFIED data/deliverables as well as access project workspaces and document archives that are germane to the performance of this task.

1.2.5 The use of Video Teleconference is recommended to the greatest extent possible in lieu of travel.

1.2.6 Responsibility for administration of Government Navy/Marine Corps Intranet/Next generation Enterprise
Network (NMCI/NGEN) seats remains with the Government.

1.2.7 All data/deliverables produced under this task order shall become the property of the Government.

1.2.8 Submit monthly financial and technical status report. (CDRL A006)

1.3 Travel

The Contractor shall be required to travel in performance of this contract to other ship construction, availability, Commissioning, and homeport sites to be determined within the Continental United States (CONUS) and Outside the Continental United States (OCONUS). Specific travel requirements shall be delineated in writing and in accordance with the Joint Federal Travel Regulation/Federal Travel Regulation (JFTR/FTR). All travel must have prior approval from the Contracting Officer Representative (COR).

1.4 Personnel Requirements

The Contractor shall provide a suitable mix of personnel with the education and demonstrated skills and experience necessary to perform the tasks described in the PWS. Resume(s) will be required for the prospective key personnel.

All key personnel shall be available at time of award. Non-key personnel and contingent hires shall be available within 30 days after award of the contract.

2.0 Requirements

2.0.1 Kick-off Meeting

The Contractor shall schedule, coordinate, and conduct a Kick-Off Meeting through the COR at a location approved by the Government within five (5) business days of Task Order Award (TOA). The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the task order. The meeting will provide the opportunity to discuss transition, technical, management, security, administrative, travel authorization, reporting, and invoicing procedures. At a minimum, the attendees shall include key Contractor personnel, representatives from the directorates, other key Government personnel, and representatives of the Contracting Activity.

2.0.2 Transition

The Contractor will be granted at a minimum ten (10) business days and a maximum of one (1) month after contract award to assist in the transition from the incumbents. At the conclusion of the transition period, the Contractor shall assume full responsibility for the scope of work identified in this contract.

The Contractor must work with the Government and other Contractor(s) thirty (30) days prior to the end of the Period of Performance of the contract to ensure a seamless transition.

2.0.3 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
The contractor is required to completely fill in all required data fields using the following web address
https://doncmra.nmci.navy.mil

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

2.0.4 Non-Disclosure Agreements

The Non-Disclosure Agreement Form (Attachment 6) shall be completed by all Contractor personnel performing on the Task Order and a copy shall be provided to the Contracting Officer's Representative identified in SECTION G. These forms shall be completed within fifteen (15) days of Task Order Award or from date of hire, whichever is earlier

ADMINISTRATIVE

2.1 Contractor shall support New Construction PCUs and In-Service commands in all major milestone evolutions (e.g. shipbuilding and repair milestones for new construction and in-service ships) and provide administrative assistance in all departmental areas in preparation for initial PCU arrival or crew utilization.

2.1.1 Provide administrative support to the Prospective Commanding Officers/Executive Officers (CO/XO) of assigned commands.

2.1.2 Coordinate the CO and XO schedules and activities effectively.

2.1.3 Receive, review and distribute New Construction and In-Service Class command correspondence and take appropriate action to staff responses, including the research required to draft correspondence.

2.1.3.1 Maintain official correspondence and naval message logs.

2.1.4 Perform the following functions for the supported Navy activity and provide the requisite documentation and liaison:

2.1.4.1 Process shipyard industrial area access clearances for PCU/crew members with the Supervisor of Shipbuilding (SUPSHIP).

2.1.4.2 Assist personnel in obtaining security badges for access to various areas of New Construction and Repair Shipyard facilities.

2.1.4.3 Assist the crews in obtaining safety equipment for use in production areas.

2.1.4.4 Initiate security clearances/updates.

2.1.4.5 Support the crew with transferring into or out of the PCU/command.

2.1.4.6 Support service record maintenance.

2.1.4.7 Support medical and dental record check in/checkout at the responsible medical/dental commands.

2.1.4.8 Support completion of required paperwork for crew and dependent I.D. processing.
2.1.4.9 Support Leave Request processing and E-Leave administration once implemented.
2.1.4.10 Support Training record maintenance and transfer to shipboard record-keeping system.
2.1.4.11 Support Temporary Duty order preparation and coordination.
2.1.4.12 Support PCS Travel Claim processing.
2.1.4.13 Assist in tracking and monitoring TADTAR provided to the Precom Crews. Determine fiscal year TADTAR requirements and track obligation and expenditure data. (CDRL A005)
2.1.4.14 Assist the crew with creating reservations and vouchers in the TYCOM travel system.
2.1.4.15 Assist the PCO/PXO and CO/XO in the accountability and personnel management during and in the aftermath of contingency and emergency planning and response, for example, but not limited to: a situation involving activation of the Navy Family Accountability and Assessment System.
2.1.5 Assist the crew with requesting and maintaining Department of the Navy required documentation to support PCU stand up and daily functions, including letters required for services such as placement on the Navy Standard Distribution List (SNDL). Create templates of ship’s instructions, notices, directives and doctrine tailored to the specific hull. These directives are to be prepared as required by Type Commander’s policy at the time of ship delivery for the PCU review and subsequent contractor revision in order to support crew certification milestones. Support development of department bills and instructions needed for crew certifications. All of these files and processes shall be in Microsoft Office formats.
2.1.6 Prepare a Welcome Aboard package for each PCO and PXO as soon as the billet is identified by BUPERS. The Welcome Aboard package must include the following:
2.1.6.1 Contact information for the Department of Heraldry to support ship’s crest development.
2.1.6.2 Photos from the ship’s keel laying ceremony.
2.1.6.3 The official announcement of the ship’s naming.
2.1.6.4 Points of contact that includes but is not limited to support staff at the PCU, Training Centers, PEO SHIPS/SEA 21 HQ, and key personnel at SUPSHIP and the shipbuilders.
2.1.6.5 Provide contact information for Ship sponsor and sample introductory letters for initiating sponsor contact.
2.1.7 Develop and maintain a Plan of Action and Milestones (POA&M) for each Precom ship. It will incorporate all required delivery milestones, sea trials, and other significant pre-commissioning events approximately eighteen months before ship’s Delivery and prior to the arrival of the PCO. (CDRL A003)
2.1.8 Participate in the scheduling, utilization, and documentation of crew activities at the respective Pre-Commissioning Units (PCU’s) and Pre-Commissioning Detachments (PCD’s).
2.1.9 Assign an Executive Assistant for each ship who will be responsible for direct administrative support to the PCO/PXO until sail away. Their functions are as follows:
2.1.9.1 Develop the baseline administrative organization and initiate required letters associated with the establishment of shipboard Post Office, and a series of requests for allowance items not ordered by other processes.
2.1.9.2 Maintain serialized files, training records and Naval correspondence.
2.1.9.3 Assist with the preparation of the standard Ship Organization and Regulation Manual (SORM) and assist with tailoring for each assigned command.
2.1.9.4 Assist with the preparation of the standard Department Organization and Regulations Manuals (DORM) for each department and assist with tailoring for each assigned command.

2.1.9.5 Assist with obtaining and tailoring the standard Engineering Management Manuals, Repair Party Manuals, and Damage Control handbooks, Zone Inspection Program, Physical Security, and Battle Bills for each ship in accordance with Navy Regulations, SORM and Type Commander (TYCOM) direction.

2.1.9.6 Assist in the transition to the ship in an efficient and orderly fashion the administrative services, record/file maintenance, report development, and other related clerical functions to enhance the ship's overall readiness.

2.1.10 Assist in establishing a fully functioning Personnel Office. Provide administrative support to the ship's Personnel Office as follows:

2.1.10.1 Assist the ship's Security Manager and Personnel Officer with facilitating cost Temporary Additional Duty (TAD) orders.

2.1.10.2 Assist in processing Activity Gains and Losses for arriving and departing personnel, purging and maintenance of enlisted service records per the MILPERSMAN.

2.1.10.3 Assist in the preparation of member and dependent identification card applications.

2.1.10.4 Assist the crew with reporting all pay and allowance entitlements via Navy systems.

2.1.10.5 Assist in processing reenlistments and enlistment extensions, review enlisted advancement eligibility, forward eligibility list to Personnel Support Detachment's Educational Service Office and prepare advancement worksheets.

2.1.10.6 Assist the ship's crew with reviewing, validating, calculating, resolving and documenting functions for travel claims processing and liquidation.

2.1.11 Provide Fleet Documentation support to the Department Heads as follows:

2.1.11.1 Review the initial outfitting allowances of General Use Publications, Forms, Personnel Qualification Standards (PQS), Naval Warfare Publications and DOD/TYCOM material.

2.1.11.2 Assist with the establishment and delivery of the COMTAC, INTEL, Naval Charts, and Tactical allowances.

2.1.11.3 Maintain a current directive library for PCU day-to-day use and continuous documentation inventory control and database update. Library will contain copies of three previous ship instructions as they were upon sailing. Also, the Contractor shall work with the Government to obtain copies from ships after return from their first overseas deployment.

2.1.11.3.1 At ship custody transfer, provide each department a copy of the database with status and location of all materials.

2.1.11.3.2 Place directives on board ship as a master file for the ship's office.

2.1.11.4 Inventory PQS materials at receipt and immediately deliver to the ship's PQS Coordinator.

2.1.11.5 Assist in the planning and execution of the ship documentation load out to ensure that all material is stowed in proper locations, inventories are conducted and discrepancies are expeditiously resolved.

2.1.12 Provide Security Support Services as follows:

2.1.12.1 Assist with the development and maintenance of the Ship's Security Program.

2.1.12.1.1 Assist in updating the records that track personnel security records and prepare security access lists.
2.1.12.1.2 Assist in monitoring the status of all personnel clearances. Prepare Investigation Requests (SF86) and required questionnaires.


2.1.12.3 Assist in coordinating access badges for ship's crew to enter shipboard special access areas.

2.1.13 Update and maintain Precom Leader's Guide. The initial copy will be a Government deliverable. (CDRL A004)

2.1.14 Generate and maintain a consolidated list of Lessons Learned information relating to each of the tasks specified within this contract. Notify responsible stakeholders identified during the process for each ship and track completion of required actions. (CDRL A001)

LOGISTICS

2.2 Contractor shall provide logistical support to SEA 21, the respective New Construction Program Offices, and SUPSHIP in support of the PCU in the following areas:

2.2.1 Participate in logistics support and Supply documentation reviews to identify discrepancies and assist with initiating corrective actions.

2.2.2 Assist the PCU to Review and analyze the ship's Stock Number Sequence Lists (SNSLs), General Usage Consumable Lists (GUCL), Coordinated Shipboard Allowance Lists (COSAL), and Hazardous Material (HAZMAT) Load, identifying and reporting actual and potential problems and non-support areas to command, and initiating administrative corrective action as required.

2.2.3 Make recommendations to correct deficiencies and assist the ship's crew in preparing COSAL Feedback Reports and Allowance Change Requests.

2.2.4 Assist the Supply Officer during inventory load-out to ensure a safe and orderly transfer of materials from stowage to planned locations and track material shortage lists.

2.2.5 Assist with the development of the ship's lock and key plan and provide to the Supply Officer.

2.2.6 Assist the command in functions associated with the requisitioning, expediting, receiving, inventory control, and load out of NAVAIR sponsored aeronautical equipage, stock and logistics support items. Actively track the requisitioning, expediting, receipt, and configuration of NAVAIR-sponsored load-out equipage and aviation technical manuals and provide technical expertise regarding aviation ship outfitting discrepancies.

2.2.7 Prepare a report that details all Supply Logistic Support discrepancy corrective actions performed. The report must log, document, and collate all the SNSL, GUCL, COSAL, and NAVAIR sponsored corrective actions performed cumulatively and by month.

2.2.8 Support the Supply Department in establishing the command's Store.

2.2.9 Assist the Supply Department during the load out of supply consumables and equipage into Supply Storerooms including the performance of material receipt, inventory, labeling, and load out.

2.2.10 Coordinate the distribution and management of industrial safety gear (hard hats, safety glasses, etc.) and organizational gear (command ball caps, coveralls, foul weather gear, etc.) to Pre-Commissioning Crew personnel.

2.2.11 Assist the Medical Department in the identification, receiving, inventory control and load out of all Authorized Medical and Dental allowances.

2.2.12 Assist the Admin Department in the identification, receiving, inventory control and load out of all Library allowances.
2.2.13 Receive updates to and maintain Consolidated Plant Property inventory.

2.2.14 Provide Mailroom support to include the establishment of secure storage and transaction areas.

2.2.15 Assist Ship's Force in developing the Crew Move-Aboard Plan, focusing on safety and efficiency, at Ship Custody Transfer (SCT).

**TECHNICAL** (Engineering, Combat Systems, Deck, and Aviation)

2.3 Contractor shall provide technical assistance to New Construction and In-Service commands during the construction, modernization and testing phases.

2.3.1 Monitor the procurement, modernization, and test schedules and make recommendations for refinements of the arrival times of crew members, or changes to de-crewing/re-crewing evolutions. Establish liaison with SUPSHIP and Personnel Support Activity (PSA) personnel to ensure correct status and accountability is maintained.

2.3.2 Provide New Construction and In-Service Class Chief Engineers (CHENG) technical assistance in preparation for all training and assist visits, including Light-Off Assessment (LOA), TYCOM Assessments, and Crew Certifications. This will require close coordination with Immediate Superior in Command (ISIC), Type Commander, and Afloat Training Group (ATG) organizations.

2.3.3 Provide documentation of all requirements necessary to successfully pass LOA and Crew Certification to the ships’ PCOs, PXOs, and department heads for concurrence and appropriate action.

2.3.4 Provide assistance, during Ship load out, in reviewing load plans and ensuring placement of materials in correct stowage locations. After Ship delivery, continue to assist with preparations for the LOA and Crew Certifications.

2.3.5 Assist the crew to research engineering issues; provide reference documentation and coordinate, plan, and assist in developing Job Qualification Requirements (JQRs).

2.3.6 Provide command Combat Systems Officers technical assistance in the preparation for all combat systems testing, training, assist visits, and certification. Support must be as follows:

2.3.6.1 Provide guidance for force protection, area force protection assets, local area weapons qualification ranges, and ammunition requisition procedures, including storage. Assist and train crews in magazine certification inspections.

2.3.6.2 Provide reference or explanation to command concerning testing schedules and certification processes, including maintaining a certification database for reference and points of contact. Provide support for Crew Certification and ULTRA –C Certification.

2.3.6.3 Provide reference, explanation, and support to command concerning TYCOM reporting and resolution planning to support clearance in time for scheduled sail away (New Construction), Ship’s Force-conducted sea trials (modernization), or other new unit activation.

2.3.6.4 Provide reference and guidance concerning training team development, in accordance with the Commander, Naval Surface Forces Instruction (COMNAVSURFORINST) 3502.1 series.

2.3.6.5 Provide guidance concerning Command, Controls, Communications, Computers, and Intelligence (C4I) systems certifications, knowledge management, and Department of Defense Information Technology Risk Management Framework Accreditation Process (RMF) including the latest shipboard cryptologic systems.

2.3.7 Provide New Construction and In-Service Class Aviation Department Officers technical assistance in the preparation for all aviation system testing, training, assist visits, and certifications.
2.3.7.1 Provide technical support to the Air Department Head (AIR BOSS) for engineering, logistical, and administrative matters commensurate with the initial organization, outfitting, and facilities certification of New Construction aviation units.

2.3.7.2 Maintain continuous liaison with the TYCOM to ensure that authorized quantities of fleet controlled equipment are available and delivered to the shipyard to support Aviation Certification events.

2.3.7.3 Provide technical assistance by identifying and tracking the delivery of Air Department equipment.

2.3.7.4 Maintain a list of all emergent Individual Material Readiness List (IMRL) changes from NAVAIR which could affect the installation of contract designated support equipment. Distribute these changes to all stakeholders at the PCU.

2.3.7.5 Assist the AIR Officer in planning and executing the installation and verification of avionics test bench support equipment, maintenance assist modules, and initial start-up of the calibration laboratories.

2.3.7.6 Track the requisitioning, expediting, receipt, and configuration of NAVAIR sponsored load-out equipage and aviation technical manuals.

2.3.8 Provide New Construction and In-Service Operations Department Officers technical assistance in the preparation for all deck system testing, training, assist visits, and certifications.

2.3.8.1 Provide technical support to the Operations Department Officer for engineering, logistical, and administrative matters commensurate with the initial organization, outfitting, and certification of New Construction deck facilities.

**TRAINING**

2.4 Contractor shall provide administrative and technical services in the area of training to all New Construction Ships, assigned In-service Ships, and Aegis Ashore detachments.

2.4.1 Prepare, maintain, and deliver to the PCU a set of training record files (current through the SCT milestone) for each of the PCU crewmembers. These files include such items as PQS, formal schoolhouse training, Shipbuilder and Shipbuilder vendor familiarization training, and general military training performed at the PCU.

2.4.2 The training record file consolidates all training documented by the crew at the division-level, documents all qualification standards attained by individual crewmembers, and is installed in the shipboard recordkeeping system. The file must be accessible by PCU division officers on a “read-only” basis during Test and Trials and be delivered to the PCU in the Acceptance Trial (AT) – SCT window.

2.4.3 Support identification and gathering all applicable PQS. Assist with coordination, planning, and development of Job Qualification Requirements (JQR) (where applicable PQS is not available/developed) in support of and for use by commands.

2.4.4 Develop the Crew Scheduling and Phasing Plan (CSPP) in accordance with OPNAVINST 3500.23 (series). Monitor assigned crew arrivals at all sites and schedule required training identified in the CSPP. (CDRL A002) Assist in coordinating and resolving administrative discrepancies, including en route training associated with Permanent Change of Station (PCS) and Temporary Additional Duty (TAD) travel orders. Coordination assistance may entail direct communications with the Bureau of Personnel (BUPERS) and other Navy entities as needed.

2.4.4.1 For In-Service Ship program support, assist in reviewing the NAVSEA-provided Manpower-Personnel & Training Report to determine training requirements. Assist the Training Officer in reviewing each ship’s Billet-Based Distribution report and provide appropriate recommendations concerning which members of Ship’s Force or prospective gains should attend required training. Provide ship’s Training Officer with report of training requirements, recommended attendees, and any remaining training gaps. Assist the Training Officer in determining travel budget required to meet training requirements. Assist in coordinating with BUPERS regarding personnel assignments and the scheduling of training.
2.4.4.2 As part of the CSPP/Crew Stabilization Plan (CSP) development process, conduct a detailed review of the New Construction and In-Service Navy Training Systems Plan (NTSP) and the TYCOM's training requirements to ensure that Crew Certification requirements are identified and planned for training.

2.4.4.3 Update the CSPP/CSP, using training and personnel databases, to reflect completion of CSPP/CSP requirements and to coordinate the completion of CSPP/CSP requirements and resolution of conflicts. Facilitate obtaining training quotas and maintaining the CSPP/CSP, providing the required documentation and status reports. The report provides a listing of upcoming scheduled training for all members of the command. The horizon for the upcoming training will be specified by the command to best assist its management needs. The CSPP/CSP is to be maintained on a daily basis to reflect training completed. Periodic training status reports shall be provided to the XO and the Training Officer or their designee as requested.

2.4.4.4 Maintain the Government provided manning and training database to facilitate CSP/CSPP development and execution.

**COMMISSIONING**

2.5 Contractor shall provide management, logistics, and technical support to Program Executive Offices and new construction crews in the planning and execution of ship commissioning activities. This task shall be executed in accordance with established Navy processes and coordinated with COs/XOs; Program Executive Offices for Carriers, Ships, Littoral Combat Ships, and Submarines; and Navy program offices.

2.5.1 Provide technical and logistics support to the pre-commissioning crews in the commissioning site selection process, to include coordinating site visits and assisting in conducting feasibility analyses of candidate commissioning sites to ensure that they meet the minimum requirements to support a ship commissioning and that there are no mitigating issues to preclude successful execution. Assist in coordinating site liaison efforts with the local Navy League and city, port, and law enforcement officials. Upon completion of site assessment efforts, assist the PCO in the generation of the site recommendation package for approval through the Navy chain of command.

2.5.1.1 Upon SECNAV approval of the commissioning site, assist the crews in conducting comprehensive site surveys to effectively determine ceremony requirements and support optimal pier configuration.

2.5.2 Provide comprehensive project planning and management support to the pre-commissioning crew in the planning and execution of the commissioning ceremony, to include developing and delivering a POA&M and commissioning briefing materials to ensure the crew understands the scope and complexity of the commissioning process, providing template plans of action and milestone to support milestone tracking and execution; and providing continual status update information throughout the planning process.

2.5.3 Provide comprehensive liaison and coordination support for the expansive commissioning community of interest throughout the commissioning planning and execution evolution, encompassing the crew; the program executive office; the commissioning committee; local city, port, and law enforcement officials; Defense Media and public affairs entities; and Navy force protection representatives. Efforts include facilitating stakeholder planning meetings, streamlining communications and coordination between all interested parties, and promoting the sharing of event information.

2.5.3.1 Upon the establishment of a commissioning committee, provide subject matter expertise, briefing materials, sample organization and functional models, best practices, lessons learned information, and a POA&M template to the committee members to foster the Navy-committee partnership and support planning and execution efforts.

2.5.4 Assist in the design, development, and processing of the commissioning invitation and ticket packages, to include developing drafts for PCO approval, coordinating print package preparation, supporting postage and mailing efforts, and facilitating funding execution for all elements.

2.5.5 Develop and maintain a commissioning invitation database with the capability to assimilate component
invitation listings, generate and maintain the master invitation listing, generate mailing lists and labels, monitor and track RSVP responses, and generate reports as needed. Collect and collate component invitation listings from all stakeholder entities and create the master commissioning invitation list for each commissioning ceremony. Coordinate initial invitation mailings, process incoming responses, and process and disseminate tickets based on RSVP responses.

2.5.6 Provide comprehensive protocol support throughout the commissioning planning and execution process. Efforts include working with commissioning committee and local site representatives to identify lodging alternatives for official party members, monitoring RSVPs to identify distinguished visitors, identifying DV transportation requirements, and providing protocol support to staff members of official party members and distinguished guests.

2.5.7 Provide extensive operations and logistics support to the PCO in all aspects of ceremony planning and execution. Efforts include extensive coordination with the ship's crew, commissioning committee and community representatives to identify viable alternatives for the parking of official party members and invited guests and movement of distinguished visitors and general guests to and from the ceremony site. Support the PCO in the development of a transportation plan that addresses distinguished visitor and general guest movement. Provide liaison support between local law enforcement and Navy Anti-Terrorism and Force Protection (ATFP) personnel in the development and execution of the ceremony force protection plan.

2.5.8 Provide comprehensive management and technical support in the determination, implementation, and execution of the optimal configuration of the commissioning pier to best support the commissioning ceremony. Upon identification of the commissioning site and completion of initial and follow-on site visits, assist the ship's crew in determining requirements and developing an all-inclusive pier set up plan that addresses all requirements for the conduct of a successful commissioning event. Upon approval of the plan, coordinate the acquisition of all necessary services and materials, via rent or lease, to include the following:

2.5.8.1 One climate-controlled trailer with a generator, bathroom facilities and a water storage tank to serve as the commissioning command center, with office furniture (desks, folding tables and chairs), equipment, copier/printer and paper/administrative supplies.

2.5.8.2 Stacking/folding chairs for official party members and ceremony guests. The number of chairs to be determined based on the estimated size of the event.

2.5.8.3 Three tents; one 10’ x 10’, one 20’ x 20’, and one 80’ x 120’, with sidewalls and concrete or water filled weights.

2.5.8.4 Three self-standing, silent generators for all three tents

2.5.8.5 Red, white, and blue nylon bunting (with eyelets) for the ship, dais, media stand, brows, and adjacent areas as needed. Bunting must be 36” tall.

2.5.8.6 Portable unisex restrooms each furnished with restroom supplies. Number to be determined based on the estimated size and scope of the event. Fifteen percent of the restrooms must be ADA compliant.

2.5.8.7 One sectional style stage, 12’ x 24’, to be used as a media/press stand. The stage must have railings and should be constructed and secured to minimize shake and accommodate live television feeds.

2.5.8.8 Folding tables, 3’ x 8’, with skirting and covers. Number of tables to be determined by estimated size and scope of the event.

2.5.8.9 Trash cans, 50 gallons, with liners and trash removal services. Number of trash cans to be determined by the estimated size and scope of the event.

2.5.8.10 Self-standing stanchions with weighted bottoms. Stanchions should be 36” in height and include up to 1000 feet of 3/8” white nylon line.
2.5.8.11 Portable and full public address system with sound technicians. System should have speaker towers; podium microphones for the speaker's podium and master of ceremonies podium; a standing microphone for the Navy Band; a minimum of four additional lavaliere microphones for the passing of the long glass and come alive. System will need a silent generator and malt boxes. Number of speaker towers to be based on the estimated size and scope of the event.

2.5.8.12 Two executive style speaker podiums with closed fronts, shelves for speaker's notes, protection from wind and weather, and reading lights if necessary.

2.5.8.13 Ambulance and ACLS/paramedics medical team with a backup to remain on station on commissioning day.

2.5.8.14 Six golf carts (electric or gas), including two with the capability of the backseat folding down and four with six-person capacity.

2.5.8.15 Two 3’ x 25’ rolls of red carpeting.

2.5.8.16 Code/fire department compliant heating units for all tents, if required.

2.5.8.17 Speaker's dias, 16’ x 32’, capable of accommodating up to 25 participants. The dais must be covered and blocked, carpeted and constructed with stairs on both sides and railings on the sides and back.

2.5.8.18 Large screen video displays with technicians as needed. Number and size of displays to be based on the estimated size and scope of the event.

2.5.8.19 Light carts and light technicians as needed to ensure adequate lighting of the commissioning pier.

2.5.8.20 Portable signs and sign-stands for demarcation of parking and seating areas and to support ingress/egress efforts.

2.5.8.21 Metal chain, thick white rope, and black and yellow striped barricade tape to support ship tours, amount to be determined based on the estimated size of the event.

2.5.8.22 Vehicles, to include SUVs or sedans, for VIP official party transportation. Number to be determined based on the estimated size and scope of the event.

2.5.8.23 VIP coach style (40 person) buses for the transportation of distinguished visitors to and from the ceremony site. Number of buses to be determined by the estimated size and scope of the event. At least one bus must be ADA compliant.

2.5.8.24 General guest coach style (40 person) buses for the transportation of general guests from the parking areas to the ceremony site. Number of buses to be determined by the estimated size and scope of the event. Twenty percent of the buses must be ADA compliant.

2.5.8.25 Personnel to support all ceremony set up and tear down activities. Number of personnel to be determined by the estimated size and scope of the event. Set up activities should commence one week prior to the event. Tear down activities should be completed within 24 hours of event completion.

2.5.8.26 Coordination of applicable federal, state or local permits and environmental protection requirements.

2.5.8.27 Computer generated, to scale, drawing of the ceremony site if required, showing the proposed set up of all structures and seating, and depicting the appropriate fire lanes, aisles, ingress, and egress points. Drawing should be provided in both electronic and paper copy.

2.5.8.28 Conduct security screening of all sub-contracted vendors.

2.5.9 Assist in the design and execution of the commissioning ceremony by supporting the PCO in the development of ceremony scripts, the coordination of platform participants and guest speakers, and the
identification and coordination of supporting elements such as the color guard, saluting battery, and Navy Band. Upon the ship’s arrival at the commissioning pier, facilitate crew rehearsals and assist in training the crew to effectively support the ceremony.

2.5.10 Establish and maintain a command post on or convenient to the commissioning pier to facilitate coordination of commissioning week activities. The command post will serve as the central point for all planning and execution activities and will promote effective communication and collaboration with ceremony stakeholders, to include the crew; the commissioning committee; local city, port, and law enforcement officials; and distinguished visitor/platform participant staffs.

2.5.11 Develop and complete post commissioning correspondence. Provide a forum for the collection and assimilation of best practices and lessons learned following each event. Make recommendations for process improvements as necessary.

INFORMATION TECHNOLOGY & NETWORK ADMINISTRATION

2.6 Contractor shall provide the following information technology, network administration, and Naval Tactical Command Support System (NTCSS) database support:

2.6.1 Provide PCU/PCDs IT installations, PCU LAN, co-located trainers, PCD/PCU video-teleconference systems, upgrades, help-desk support, Networking Engineering support, and Information Assurance support for all PCUs and PCDs.

2.6.1.1 Provide Cybersecurity (CS) support for Information Systems (IS) accreditation and compliance with DoD and Navy guidelines.

2.6.1.2 Provide technical support to PCU/PCDs for installation and integration of IT systems.

2.6.1.3 Provide Operating System and application configuration and systems management for programming of PCU/PCD IT systems to include but not limited to the hardware configuration and software load for shipboard administration and logistics systems.


2.6.1.5 Update and maintain electronic copies of Precom LAN/WAN design drawings and configuration documentation. System Design drawings and configuration documentation include drawings of systems and configuration baselines of specific systems in accordance with Risk Management Framework Process Guidance and NIST 800-53 specifications.

2.6.1.6 Manage naming service records to provide resolution for ship mail exchangers and web servers.

2.6.1.7 Interface with ships’ personnel for public key infrastructure (PKI) certificate installation and user familiarization.

2.6.1.8 Provide IT system configuration records upon completion of system installation or upgrade.

2.6.1.9 Provide technical assistance for DoD UNCLASSIFIED and SECRET network connectivity at PCU/PCDs, where available.

2.6.1.10 Provide configuration, design, and management of routers, switches, firewalls, servers, and personal computers necessary to the PCU/PCDs.

2.6.1.11 Maintain an inventory of all PCU/PCD IT assets and software from purchase to disposal.
2.6.12 Provide technical support to Ship's IT Forces located in PCU/PCDs.

2.6.13 Provide IT support to ships crews for accessing Learning Resource Centers in PCU/PCDs.

2.6.14 Review and update the Backup/Restore Procedures for moving Ship data from PCU Ship set computer systems to Shipboard computer systems. Contractor shall familiarize the PCU with Backup/Restore procedures as Standard Operating Procedures (SOP) and associated contingency planning documentation and scenarios for system restoration.

2.6.15 Provide Pier-side connectivity technical support to ships during move-aboard and SCT.

2.6.16 Provide a central helpdesk, operating during normal business hours (weekdays from 0600-1800), offering on-call technical support, ticket completion tracking, and reporting to Ship's Force involving hardware/software problems associated with PCU/PCDs. Not required for locations with fewer than fifty (50) computer work stations.

Central Helpdesk is defined as a common phone or email distribution that is available to users during the listed timeframe.

2.6.2 Provide NTCSS shipboard support for pre-commissioning crews as follows:

2.6.2.1 Contractor shall serve as the collection point for data input received from various Naval Activity and contractor sources, perform quality assurance checks to determine if any data is missing or incorrect, and research, correct, integrate, and finalize NTCSS database utilized onboard all class ships.

2.6.2.2 Ensure fulfillment of projects configuration requirements from Configuration Data Managers Database Open Architecture (CDMD-OA) input.

2.6.2.3 Coordinate and publish the local POA&M for NTCSS installation of the Ships’ database for SCT and Post-Shakedown Availability (PSA).

2.6.2.4 Create the Ships’ stock record data from Shipbuilder and SUPSHIP data and perform quality assurance checks and validations against shortage listings, inventories and site validations.

2.6.2.5 Create the Ships’ outstanding requisition data from shortage data provided by the Shipbuilder and Supervisor of Shipbuilding (SUPSHIP), and perform quality assurance checks and validations utilizing all available shortage information sources.

2.6.2.6 Create the Ships’ requisition status table utilizing downloads from the Naval Supply Systems Command (NAVSUP) Outfitting Requisition Control and Accounting System (ORCAS) database, and perform validations between ORCAS provided status and the NTCSS requisition status table.

2.6.2.7 Furnish NTCSS database quality review findings to the appropriate action activity for resolution to responsible PEO SHIPS/SEA 21 program office and the affected ship crew.

2.6.2.8 Transfer the Optimized Initial NTCSS Database to Space and Naval Warfare Systems Command (SPAWAR) System Center (SPAWARSYSCEN) Norfolk one (1) month prior to SCT for each ship. The NTCSS database is built and delivered for each Ship with the system configuration, data files, and records for initial installation on ship at move-aboard.

2.6.2.9 Transfer the Optimized Final NTCSS Database to SPAWARSYSCEN Norfolk two (2) weeks prior to Ship sail away. The NTCSS database final load shall be conducted at Post Shakedown Availability (PSA) when all final shipbuilder and SUPSHIP Automated Ship to Shore Data Processing Interfaces (ASIs) and modifications are loaded and the database is ready for total ship turnover.

2.6.2.10 Convert and install Precom crew training database onto the NTCSS servers in Relational Admin (RADM) format at SCT.
2.6.2.11 Provide for the scheduling and familiarization of shipboard personnel in all areas of the RADM, Relational Supply (RSUPPLY), and Organization Maintenance Management System-Next Generation (OMMS-NG).

2.6.2.12 Provide status report of system familiarization to Ship's Supply Officer and Ship's Material Maintenance Management (3M) Program Coordinator.

2.6.2.13 Install Government Provided NTCSS data updates aboard the Ship.

2.6.2.14 Support shipboard personnel with coordinating and establishing issue and receipt procedures for the period between crew move aboard and commissioning to ensure that all transactions are accomplished and updated in the final sail away database.

2.6.2.15 Maintain daily contact after move aboard with Ship's Supply Officer and 3M Coordinator to assist in solving any problems that may arise with NTCSS.

2.6.2.16 Provide familiarization for basic NTCSS user course to all shipboard users.

2.6.2.17 Provide NTCSS familiarization for Work Center Supervisors, Repair Parts Petty Officers, Division Officers, and Department Heads.

2.6.2.18 Serve as liaison with various contractor and Government agencies for resolution of hardware and software deficiencies of NTCSS ashore supported systems.

2.6.2.19 Acquire work center information from Ship's Force and update the Ship's equipment file with work centers.

2.6.2.20 Acquire Ship's Organizational File information from Ship's Force and input into Ship's database (RADM).

2.6.2.21 Coordinate with appropriate SUPSHIP in the updating of the Ship's stock record file and the requisitions shortage file. Moreover, it shall insure all initial outfitting material is properly recorded in the NTCSS database.

2.6.2.22 Create and update the basic user's manual to reflect 3M updates and to the current NTCSS release.

2.6.2.23 Serve as point of contact for Ship's Force on OMMS-NG (3M) and RSUPPLY questions.

2.6.2.24 Assist Ship's Force in gathering missing information from NTCSS COSAL and Ship's equipment file and coordinate corrective updates as requested by the Ship's Supply Officer.

2.6.2.25 Assist the 3M Coordinator and Supply Officer to ensure proper NTCSS procedures are being followed from Pre-Commissioning time frame through end of PSA.

2.6.2.26 Provide a central helpdesk, operating during normal business hours (weekdays from 0600-1800), offering on-call technical support to Ship's Force in concern of NTCSS hardware and software problems from 12 months prior to SCT through the Navy Obligation Work Limiting Date (OWLD).

2.6.2.27 Assist supply department personnel in the identification of frustrated cargo received during the period from sail away through PSA.

2.6.2.28 Coordinate ASI information with SUPSHIP to ensure accurate requisitioning occurs.

2.6.2.29 Provide ASI data to Ship (3M / Supply Officer) for processing until SCN OWLD.

**MANDATORY TRAINING**

2.7 The Government may require seated contractors to participate in certain mandatory training requirements. The COR will notify the contractor of mandatory training as requirements arise during performance. It is the
responsibility of the contractor to ensure that these training requirements are met and properly reported to the COR. Mandatory training may include, but is not limited to, Antiterrorism Training, Combating Trafficking in Persons (CTIP), Counterintelligence Awareness, Cybersecurity Training, Operations Security (OPSEC), Physical Security, and Privacy Act and Personally Identifiable Information (PII) training.

**Acronyms and Definitions: Fleet Introduction**

3M- Material Maintenance Management  
AT- Acceptance Trials  
ATG- Afloat Training Group  
ATFP- Anti-Terrorism Force Protection  
BUPERS- Bureau of Personnel  
C4I- Command, Controls, Communications, Computers and Intelligence  
CAC- Common Access Card  
CDMD-OA- Configuration Data Managers Database Open Architecture  
CHENG- Chief Engineer  
CNSF - Commander Naval Surface Forces  
COMPACFLT – Commander Pacific Fleet  
COSAL- Coordinated Shipboard Allowance List  
CSP- Crew Stabilization Plan  
CSPP- Crew Scheduling and Phasing Plan  
DIARMF- DoD Information Assurance Risk Management Framework  
DISA- Defense Information Systems Agency  
DOD - Department of Defense  
DON - Department of the Navy  
DORM- Department Organization and Regulation Manual  
GUCL- General Usage Consumable Lists  
HAZMAT- Hazardous Material Load  
IDE- Integrated Data Environment  
IMRL- Individual Material Readiness List  
INTEL- Intelligence  
ISIC- Immediate Superior In Command  
JQR- Job Qualification Requirement
HQ C-1-0001- DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A006, attached hereto.

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

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

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

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

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

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

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

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal M-18-18 dated 12 July 2018 in response to NAVSEA Solicitation No. N0017418R3007.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby...
(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as “the support contractor”, to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as “protected information”. File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room
management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA’s permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

**HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer’s Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer’s Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an
excusable delay as defined in FAR 52.249-14.

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVSEA SEA 04RP via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil
SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS

There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below.

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

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

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

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

1. Name and business address of the Contractor
2. Contract number
3. Task order number
4. Whether the contract was competitively or non-competitively awarded
5. Sponsor:
SECTION E INSPECTION AND ACCEPTANCE

NOTE: Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED IN FULL TEXT

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

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

*Note that not all Data deliverables will be specified on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.

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

Applicable to CLINs (7000) and if exercised CLINS (7100 and 7200), and if earned and exercised CLINs (7300 and 7400) Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

*Note that the COR is identified in Section G of this Task Order.

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance shall be made by the Contracting Officer’s Representative (COR) or a designated representative of the Government specified in an applicable TI.

*Note that the COR is identified in Section G of this Task Order.

HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

HQ E-2-0008 INSPECTION AND TEST RECORDS (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the
observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

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

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

(a) All deliverable software

(b) All deliverable software that is included as part of deliverable hardware or firmware.

(c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

(d) Commercially available, reusable, or Government software designated as part of a deliverable item.

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (APR 2017)

Quality Management System Requirements: The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2015 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.
## SECTION F DELIVERABLES OR PERFORMANCE

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Periods of Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>7003</td>
<td>12/13/2018 - 11/27/2019</td>
</tr>
<tr>
<td>7004AA</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AB</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AC</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AD</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AE</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AF</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AG</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AH</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AJ</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AK</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AL</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AM</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AN</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AP</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AQ</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AR</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AS</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AT</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AU</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AV</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AW</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AX</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AY</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004AZ</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004BA</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004BB</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004BC</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004BD</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
<tr>
<td>7004BE</td>
<td>1/18/2019 - 11/27/2019</td>
</tr>
</tbody>
</table>
CLIN - DELIVERIES OR PERFORMANCE

CLauses Incorporated by Reference

52.242-15 STOP-WORK ORDER (AUG 1989) (ALT I) (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

Clauses Incorporated in Full Text
All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. (Attachment 12).
SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES BY REFERENCE

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)

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

CLAUSES INCORPORATED IN FULL TEXT

HQ G-2-0002 CONTRACTOR'S FACILITY ADDRESS (SEPT 1992)
Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the basic Seaport Contract.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (JUN 2011)
The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

The Government reserves the right to unilaterally change the points of contacts at any time.

TYPE OF ORDER
HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS

(ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below.

(b) The following payment instructions apply to this contract:

---

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

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

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

**Applicable to all procurements when DFARS 252.232-7006 is required.**

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

(a) The following table of payment office allocation methods applies to the extent indicated.

<table>
<thead>
<tr>
<th>Contract/Order Payment Clause</th>
<th>Type of Payment Request</th>
<th>Supply</th>
<th>Service</th>
<th>Construction</th>
<th>Payment Office Allocation Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.212-4 (Alt I), Contract Terms and Conditions</td>
<td>Cost Voucher</td>
<td>N/A</td>
<td>X</td>
<td>N/A</td>
<td>Line item specific proration. If there is more than one</td>
</tr>
<tr>
<td>Contract/Order Payment Clause</td>
<td>Type of Payment Request</td>
<td>Supply</td>
<td>Service</td>
<td>Construction</td>
<td>Payment Office Allocation Method</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------</td>
<td>--------</td>
<td>---------</td>
<td>--------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>—Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.</td>
</tr>
<tr>
<td>52.232-1, Payments Navy Shipbuilding Invoice (Fixed Price)</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.</td>
</tr>
<tr>
<td>52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers Invoice</td>
<td></td>
<td>N/A</td>
<td>X</td>
<td>N/A</td>
<td>Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.</td>
</tr>
<tr>
<td>52.232-5, Payments Under Fixed-Price Construction Contracts Construction Payment Invoice</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using</td>
</tr>
<tr>
<td>Contract/Order Payment Clause</td>
<td>Type of Payment Request</td>
<td>Supply</td>
<td>Service</td>
<td>Construction</td>
<td>Payment Office Allocation Method</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-------------------------</td>
<td>--------</td>
<td>---------</td>
<td>-------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>52.232-16, Progress Payments</td>
<td>Progress Payment*</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.</td>
</tr>
<tr>
<td>52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items</td>
<td>Commercial Item Financing*</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).</td>
</tr>
<tr>
<td>52.232-32, Performance-Based Payments</td>
<td>Performance-Based Payments*</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).</td>
</tr>
<tr>
<td>252.232-7002, Progress Payments for Foreign Military Sales Acquisitions</td>
<td>Progress Payment*</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.</td>
</tr>
</tbody>
</table>

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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 (WAF).

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

(2) Be registered to use WAF 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 WAF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAF. Both can be accessed by selecting the “Web Based Training” link on the WAF 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 shall use the following information when submitting payment requests and receiving reports in WAF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A
(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>HQ0337</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>N00174</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>S3519A</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Ship To Code</td>
<td></td>
</tr>
<tr>
<td>Ship From Code</td>
<td></td>
</tr>
<tr>
<td>Mark For Code</td>
<td></td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>HAA391</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>N00024</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td></td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td></td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>HAA391</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td></td>
</tr>
</tbody>
</table>

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

N/A

(Contracting Officer: Insert applicable information or “Not applicable.”)
SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

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

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

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

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

(2) **National Stock Number (NSN).** The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.
(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

(c) GIDEP materials, software and information are available without charge from:
   GIDEP Operations Center
   P.O. Box 8000
   Corona, CA 92878-8000
   Phone: (951) 898-3207
   FAX: (951) 898-3250
   Internet: http://www.gidep.org
(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

52.203-13 – CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

52.203-16-- PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

52.204-2 -- SECURITY REQUIREMENTS (AUG 1996)

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252.247-7023 -- TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

<table>
<thead>
<tr>
<th>ITEM(S)</th>
<th>LATEST OPTION YEAR EXERCISE DATE</th>
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<tbody>
<tr>
<td>7100</td>
<td>No later than 12months after the Task Order Award.</td>
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<tr>
<td>7200</td>
<td>No later than 24months after the Task Order Award.</td>
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<tr>
<td>7300</td>
<td>No later than 36months after the Task Order Award.</td>
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<tr>
<td>7400</td>
<td>No later than 48months after the Task Order Award.</td>
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<tr>
<td>9100</td>
<td>No later than 12months after the Task Order Award.</td>
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<tr>
<td>9200</td>
<td>No later than 24months after the Task Order Award.</td>
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<tr>
<td>9300</td>
<td>No later than 36months after the Task Order Award.</td>
</tr>
<tr>
<td>9400</td>
<td>No later than 48months after the Task Order Award.</td>
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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

FAR 52.233-3 -- PROTEST AFTER AWARD ALT I (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.244-2 SUBCONTRACTS (Oct 2010)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

________________________________________________________________________
________________________________________________________________________

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

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

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

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

(a) Definitions. As used in this clause—

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

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

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

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

   (i) Contingency operations;
   
   (ii) Peace operations, consistent with Joint Publication 3-07.3; or
   
   (iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are
only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of
force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation
prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not
sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide
security because—

   (A) The Contractor cannot obtain effective security services;

   (B) Effective security services are unavailable at a reasonable cost; or

   (C) Threat conditions necessitate security through military means.

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

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations.
Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency
medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is
jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault;
refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition.
Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in
the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization
signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated
operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that
Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it
with them at all times while deployed.

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

(d) Compliance with laws and regulations.

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

   (i) United States, host country, and third country national laws;

   (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

   (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security,
health, safety, or relations and interaction with local nationals.
(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

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

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

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

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

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or


(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

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


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


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

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

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

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents’ issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;
(E) Identify grievances without fear of reprisal;

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

(G) Receive wages that are not below the legal host-country minimum wage;

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

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

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander’s website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contactor personnel traveling under DoD sponsorship.

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

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

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

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

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

(vii) Personnel have received law of war training as follows:
(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

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

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

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

(f) Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at https://spot.dmde.mil to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(b) Contractor personnel.

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

(A) Safely;

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

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

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

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

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

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

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

(k) **Vehicle or equipment licenses.** Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

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

(m) **Evacuation.**

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

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) **Next of kin notification and personnel recovery.**

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) **Mortuary affairs.** Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) **Changes.** In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) **Subcontracts.** The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) **Definition.** “United States,” as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall:
(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

d) Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:

(1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.

(4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism/Force Protection Office at the Command Headquarters. Also see https://atep.dtic.mil.

(5) For defense agency contracts: The appropriate agency security office.

(6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.
SECTION J LIST OF ATTACHMENTS

Attachment 1 - Department of Defense Security Classification Specification Revision 001 (DD254 Rev. 001)

Attachment 2 - Quality Assurance Surveillance Plan (QASP)

Attachment 3 - Key Personnel

Attachment 4 - Approved Subcontracting Plan dated 14 November 2018

Exhibit A - CDRL A001

Exhibit B - CDRL A002

Exhibit C - CDRL A003

Exhibit D - CDRL A004

Exhibit E - CDRL A005

Exhibit F - CDRL A006