

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION NO. 38		3. EFFECTIVE DATE 20-Feb-2018		4. REQUISITION/PURCHASE REQ. NO. 1300695789		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 carmen.decker@navy.mil 850-234-4218		CODE N61331		7. ADMINISTERED BY (If other than Item 6) DCMA Springfield Bldg 93 Picatinny Arsenal NJ 07806-5000		CODE S3101A SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-HR05	
CAGE CODE 17038 FACILITY CODE		[X]	10B. DATED (SEE ITEM 13) 29-Jan-2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral IAW FAR 52.243-2 Changes - Cost Reimbursement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Erica G. Cordes, Principal Contract Specialist		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott E Dubuque, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Erica G. Cordes (Signature of person authorized to sign)	15C. DATE SIGNED 20-Feb-2018	16B. UNITED STATES OF AMERICA BY /s/Scott E Dubuque (Signature of Contracting Officer)	16C. DATE SIGNED 20-Feb-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 3	FINAL
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GENERAL INFORMATION

This bilateral modification is provided for the following purposes:

1. To provide incremental funding for the amount of by incorporating the following CLIN/SLIN:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)

Accordingly, the total amount of funds obligated to the task is hereby increased from

The total value of the order is hereby increased from

2. To incorporate the following Status of Forces Agreement (SOFA) contract clauses under Section H:

-Invited Contracted Personnel or Technical Representative Status - Japan

-Invited Contractor or Technical Representative Status Under U.S. - Republic of Korea

3. To incorporate the following contract clauses under Section I:

by reference:

52.228-3 Worker's Compensation Insurance (Defense Base Act) (Jul 2014)

52.228-4 Worker's Compensation and War-Hazard Insurance Overseas (Apr 1984)

252.228-7000 Reimbursement for War-Hazard Losses (Dec 1991)

252.228-7003 Capture and Detention (Dec 1991)

252.237-7023 Continuation of Essential Contractor Services (Oct 2010)

252.237-7024 Notice of Continuation of Essential Contractor Services (Oct 2010)

by full text:

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (Aug 2009)

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (Oct 2015)

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 3 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.
(Jun 2015)

End of contract changes.

The changes provided with this modification are incorporated at no additional cost to the Government.

Except as provided by this modification, all terms and conditions of this contract remain unchanged and in full force and effect.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 1 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	The Contractor shall provide Non Personal Services for Technical Engineering Support for the Joint Expeditionary Command & Control (JEXC2) Mission Support Center (MSC) in accordance with the Performance Work Statement, Contract Data Requirements List (CDRLs) and DD254. (Base Year) (Fund Type - TBD. SEE NOTES: A and D (O&MN,N)					
700001	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700002	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700003	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700004	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700005	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700006	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700007	R425	Engineering Support (VSE) IAW Para 3.2 PR: 1300606117 (O&MN,N)					
700008	R425	Engineering Support (NETC2) IAW Para 3.2 PR: 1300606120 (O&MN,N)					
700009	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. IAW with technical instruction. (O&MN,N)					

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700010	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700011	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700012	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700013	R425	Incremental funding PR#1300617235. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
7001	R425	The Contractor shall provide Non Personal Services for Technical Engineering Support for the Joint Expeditionary Command & Control (JEXC2) Mission Support Center (MSC) in accordance with the Performance Work Statement, Contract Data Requirements List (CDRLs) and DD254. (Base Year) (Fund Type - TBD). SEE NOTES A, B, and D. (Fund Type - TBD)					
700101	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700102	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700103	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700104	R425	Incremental funding for \$115,955.96. Ref. PR#1300627331. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700105	R425	Incremental funding for \$26,329. Ref. PR#1300635339 (O&MN,N)					
700106	R425	Incremental funding for \$45,000. Ref. PR#1300635339 (Fund Type - OTHER)					
700107	R425	Incremental funding for \$145,923.76. 10 U.S.C. 2410a authority is hereby invoked. Ref.					

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 3 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		PR#1300631441 (O&MN,N)					
700108	R425	Incremental funding for \$150,00010 U.S.C. 2410a authority is hereby invoked Ref. PR#1300637067 (O&MN,N)					
700109	R425	Incremental funding for \$76,952.49 10 U.S.C. 2410a authority is hereby invoked Ref. PR#1300634877 (O&MN,N)					
700110	R425	Incremental funding for \$65,000 Ref. TI#TI-02, PR#1300640148 (WCF)					
700111	R425	Incremental funding for \$31,000 Ref. PR#1300641415, TI-02-Rev1. 10 U.S.C. 2410a authority is hereby invoked. (Fund Type - OTHER)					
700112	R425	Incremental funding for \$12,887 Ref. PR#1300641625, TI-02-Rev1. 10 U.S.C. 2410a authority is hereby invoked. (Fund Type - OTHER)					
700113	R425	Incremental funding for \$75,000 Ref. PR#1300641462, TI-03. (WCF)					
700114	R425	Incremental funding for \$274,953.26 Ref.PR#1300641626, TI-04. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700115	R425	Incremental funding for \$380,000 Ref PR#1300643928, Tier 1 & 2. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700116	R425	Incremental funding for \$126,117.12 Ref PR#1300647110. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700117	R425	Incremental funding for \$38111.88 Ref PR#1300646632. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 4 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700118	R425	Incremental funding for \$385,901.96 Ref PR#1300650907. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700119	R425	Incremental funding for \$194,219.71 Ref PR#1300650907. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700120	R425	Incremental funding for \$54,004.52 Ref TI-06 PR#1300651481. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700121	R425	Incremental funding for \$228,434.93. Ref. PR#1300654368. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700122	R425	Incremental funding for \$127,000. Ref. PR#1300663120. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700123	R425	Incremental funding for \$1,614. Ref. PR#1300659705. 10 U.S.C. 2410a authority is hereby invoked. (O&MAFR)					
700124	R425	Incremental funding for \$70,257.98. PR#1300663119. 10 U.S.C. 2410a authority is hereby invoked. (Fund Type - OTHER)					
700125	R425	Incremental funding for \$360,720. PR#1300659411. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700126	R425	Incremental funding for \$83,323.43. PR#1300646829. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700127	R425	Incremental funding for \$100,000. PR#1300670717. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700128	R425	Incremental funding for \$65,000. PR#1300670717. 10 U.S.C. 2410a authority is					

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 5 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		hereby invoked. (O&MN,N)					
700129	R425	Incremental funding for \$113,636.36. PR#1300670719. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700130	R425	Incremental funding for \$4,980.63. PR#1300670719. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700131	R425	Incremental funding for \$34,420. PR#1300673011. 10 U.S.C. 2410a authority is hereby invoked. (WCF)					
700132	R425	Incremental funding for \$300,473.25. PR#1300678486. (O&MN,N)					
700133	R425	Incremental funding for \$60,086.40. PR#1300678486. (O&MN,N)					
700134	R425	Incremental funding for \$278,697.36. PR#1300679044. (O&MAFR)					
700135	R425	Incremental funding for \$48,829. PR#1300683381. (O&MN,N)					
700136	R425	Incremental funding for \$33,309. PR#1300683452. (O&MN,N)					
700137	R425	Incremental funding for \$425,057.43 PR: (O&MAFR)					
7002	R425	The Contractor shall provide Non Personal Services for Technical Engineering Support for the Joint Expeditionary Command & Control (JEXC2) Mission Support Center (MSC) in accordance with the Performance Work Statement, Contract Data Requirements List (CDRLs) and DD254. (Base Year) (Fund Type - TBD). SEE NOTES A, B, and D. (Fund Type - TBD)					
700201	R425	Tier One Contractor Personnel Support for Multiple DJC2 Core Systems at Multiple Geographical Locations for the JCSE IAW PWS para 3.1 PR:					

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 6 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		1300679046 (O&MAFR)					
700202	R425	Incremental funding for \$76,861. Ref PR#1300687831. STACC Program Support (O&MN,N)					
700203	R425	Incremental funding for \$69,040. Ref PR#1300692531. Support & Sustainment for DJC2 (WCF)					
700204	R425	Incremental funding for \$192,500. Ref PR#1300692428. Fleet Engineering Support. (O&MN,N)					
700205	R425	Incremental funding for \$491,900. Ref PR#1300692430. Support for DJC2. (Fund Type - OTHER)					
700206	R425	Incremental funding for \$52,940. Ref PR#1300693266. MSC Tier 2 Support for Navy Expeditionary C41. (O&MN,N)					
700207	R425	Incremental funding for \$23,540. Ref PR#1300693264. MSC Tier 2 Support for Navy Expeditionary C41. (WCF)					
700208	R425	Incremental funding for \$34,584.28. Ref PR#1300695789. MSC Support for DJC2. (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs (ODCs) not to exceed for material and travel to support CLIN 7000 (Fund Type - TBD). SEE NOTE: C and D. (Fund Type - TBD)	1.0	LO	
900001	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900002	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900003	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900004	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 7 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900005	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900006	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900007	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900008	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900009	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900010	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900011	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900012	R425	SLIN 900012 is modified to de-obligate funding from the original amount of via Mod 27. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900013	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. IAW with the technical instruction (O&MN,N)			
900014	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900015	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900016	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
9001	R425	Other Direct Costs (ODCs) not to exceed for material and travel to support CLIN 7001(Fund Type - TBD). SEE NOTES B, C, and D. (O&MN,N)	1.0	LO	
900101	R425	Incremental funding for U.S.C. 2410a authority is hereby invoked. (O&MN,N)	10		
900102	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900103	R425	Incremental funding. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900104	R425	Incremental funding for (O&MN,N)			
900105	R425	Incremental funding for (Fund Type - OTHER)			
900106	R425	Incremental funding for			
900107	R425	Incremental funding for is hereby invoked. Ref.	10		
900108	R425	Incremental funding for authority is hereby invoked. Ref.	10		
900109	R425	Incremental funding for & 2. 10 U.S.C. 2410a authority is hereby invoked.			

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 8 of 87	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900110	R425	Incremental funding for TI-05. 10 U.S.C. 2410a authority is hereby invoked. (Fund Type - OTHER)			
900111	R425	Incremental funding for U.S.C. 2410a authority is hereby invoked. (O&MN,N)	10		
900112	R425	Incremental funding for PR#1300651481. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)			
900113	R425	Incremental funding for U.S.C. 2410a authority is hereby invoked. (Fund Type - OTHER)	10		
900114	R425	Incremental funding for 2410a authority is hereby invoked. (O&MN,N)	10	U.S.C.	
900115	R425	Incremental funding for (O&MN,N)			
900116	R425	Incremental funding for			
900117	R425	Incremental funding for			
900118	R425	Incremental funding for			
9002	R425	Other Direct Costs (ODCs) not to exceed for material and travel to support CLIN 7002 (Fund Type - TBD). SEE NOTES: B, C, and D. (Fund Type - TBD)	1.0	LO	
900201	R425	Tier One Contractor Personnel Support for Multiple DJC2 Core Systems at Multiple Geographical Locations for the JCSE IAW PWS para 3.1 PR: 1300679046 (O&MAFR)			
900202	R425	Incremental funding for & Sustainment for DJC2.			
900203	R425	Incremental funding for Engineering Support for DJC2 (O&MN,N)			
900204	R425	Incremental funding for Support for DJC2. (Fund Type - OTHER)			
900205	R425	Incremental funding for Tier 2 Support for Navy Expeditionary C41. (O&MN,N)			
900206	R425	Incremental funding for Tier 2 Support for Navy Expeditionary C41. (WCF)			

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION

CLIN which may be unilaterally exercised.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 9 of 87	FINAL
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NOTE C: ODC

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee, not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

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

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

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

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

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

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

FIXED FEE TABLE			
Section B Cost Items		Hourly Rates	
CLIN	Qty (Hrs)	Estimated Hourly Rate (<i>Rate</i>)	Fixed Fee/Hour (<i>FF</i>)
7000			
7001			
7002			

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

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

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 10 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 11 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR

PROGRAM AND TECHNICAL SUPPORT OF

THE JOINT EXPEDITIONARY COMMAND & CONTROL (JEXC2) SYSTEM OPERATIONS SUPPORT

1.1 SCOPE

The Joint Expeditionary Command and Control (JEXC2) activity is a part of NSWC PCD that involves not only new technology, but also the utilization and integration of numerous systems, software and hardware products and processes from multiple Services and other Agencies. JEXC2 executes the Research and Development (R&D), Test and Engineering (T&E) and ISEA (In-Service engineering Agent) functions for Navy Enterprise Tactical Command and Control (NETC2), Marine Corps Expeditionary Command and Control Suite (ECCS), Deployable Joint Command and Control (DJC2), and other programs that utilize system variants. This joint capability is required to support Joint and Branch-specific Force operations and provides a standardized Command and Control (C2) capability. It is anticipated that JEXC2 systems will be upgraded during the period of performance of this contract.

The Naval Surface Warfare Center, Panama City Division (NSWC PCD) has been tasked by the Program Executive Office for Command, Control, Communications, Computers and Intelligence (PEO C4I), Shore and Expeditionary Integration Program Office (PMW 790) to support the JEXC2 programs in the roles of In-Service Engineering Agent (ISEA), Software Engineering Activity (SEA), and Hardware Support Activity (HSA). The purpose of this contract is to provide JEXC2 Operational Support to JEXC2 systems and end users and to provide one-stop technical support framework that optimizes operational availability (Ao) of fielded JEXC2 systems and provides remote troubleshooting support and configuration management/updates. The JEXC2 Mission Support Center (MSC) at NSWC PCD is the focal point for JEXC2 problem resolution; it will provide a help desk, onsite support, trouble ticket tracking, software upgrades, and other support functions to the JEXC2 family of systems. This contractor support has been and will continue to be essential during new system development and support of fielded systems. Contractor support will also include close liaison with all Geographic Combatant Commander (GCC) and system stakeholders in maintaining system availability, conducting preventive and corrective maintenance, system requirements, system performance and system operational suitability.

1.2 Background

JEXC2 develops "system of systems" consisting of hardware, software applications, databases, networks and communications support systems. Many of the systems have interfaces to U.S. National, Allied, Coalition (multinational), and Joint organizations, and reach back support systems and sources of information, procedures, and personnel. The system is horizontally and vertically integrated across lateral components, JTF, theater, and national-level commands and agencies. JEXC2 employs a spiral development process in order to take advantage of technology upgrades and evolving non-developmental military and commercially available equipment. JEXC2 development leverages the capabilities of existing C2 systems, Advanced Concept Technology Demonstrations (ACTD), and other advanced technology projects. Typical JEXC2 systems consist of various command, control, communications, computers and intelligence (C4I) subsystems and networks, with accompanying infrastructure, communications equipment; a Rapid Response Kit (RRK) with a smaller footprint; and a Maritime Variant for shipboard use. New variants are in development/developed for specific use of MARCENT, NAVCENT, MLP, AFSB, NECC and other agencies as the need arises. Integration of the numerous subsystems and components is a major consideration of each increment as it is designed and developed; incremental testing is used to identify risks early in the production cycle. Each deliverable system is thoroughly tested before it is packaged for shipment to the GCC and again after delivery.

JEXC2 systems with the DJC2 Increment 1.3.4 configuration have been delivered to Southern Command

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 12 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(SOUTHCOM), Africa Command (AFRICOM), European Command (EUCOM), Pacific Command (PACOM), III Marine Expeditionary Force (IIIMEF) and Naval Forces Europe (NAVEUR)(FY15/16). JEXC2 has delivered and supports two non-programs of record variants of JEXC2 systems including Marine Corps Forces Central Command (MARCENT) and Naval Forces Central Command (NAVCENT). JEXC2 has delivered and supports sixty three Navy Expeditionary Combat Command (NECC) Enterprise Tactical C2 (NETC2) systems. JEXC2 has also delivered and supports Mobile Landing Platform (MLP) Afloat Forward Staging Base (AFSB) systems. Each year more locations may be outfitted with JEXC2 systems and precise destinations may change. Further, system upgrades and technology refreshes are anticipated, perhaps annually. Annual installation schedules will be provided to the contactor as they are confirmed.

1.3 Acronym List

ACAT	Acquisition Category
ACTD	Advanced Concept Technology Demonstrations
ACOR	Alternate Contracting Officer Representative
AFRICOM	Africa Command
AFSB	Army Field Support Brigade
AO	Operational Availability
AOR	Area of Responsibility
BGP	Border Gateway Protocol
C2	Command and Control
C4I	Command, Control, Communications, Computers and Intelligence
CCI	Controlled Cryptographic Items (CCI)
CENTRIXS	Combined Enterprise Regional Information Exchange System
CIE	Collaborative Information Environment
COCOM	Combatant Command
COLA	Cost of Living Adjustment
COMSEC	Communications security
CONUS	Continental United States
COR	Contracting Officers Representative
COTS	Commercial-Off- The-Shelf
CUI	Controlled Unclassified Information
DCTS	Defense Collaboration Tool Set
DET G	DJC2 Expeditionary Test Range
DISA	Defense Information Systems Agency
DISN	Defense Information Systems Network
DJC2	Deployable Joint Command and Control
DMS	Defense Messaging System
DoD	Department of Defense
DoN	Department of the Navy
DOCPERS	DoD Contractor Personnel Office
DCOPS	DoD Contractor Online Processing System
DRSN	Defense Red Switch Network
DSN	Defense Switched Network
DSSR	Department of State Standardized Regulations
D-VDS	Defense Information Systems Network Video Services
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
ECP	Engineering Change Proposal
eCRAFT	Electronic Cost Reporting and Financial Tracking
ECU	Environmental Control Unit
EDICS	Editors Information Classification Scheme

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 13 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

EE	Early Entry
EEs	Equivalency Evaluations
EPRU	eCRAFT Periodic Report Utility
EUCOM	European Command
EVM	Earned Value Management
EWIF	Expeditionary Warfare Integration Facility
FAAT	First Article Acceptance Testing
FAT	Factory Acceptance Testing
FOUO	For Official Use Only
FTSAT	Flyaway Tri-Band Satellite Terminal
FY	Fiscal Year
GAA	Gateway Access Authorizations
GAR	Gateway Access Request
GBS	Global Broadcast System
GCC	Geographic Combatant Commander
GCCS-J	Global Command and Control System-Joint
GCSS-Portal	Global Combat Support System Portal
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
GOTS	Government-off-the-shelf
GPS	Global Positioning System
H3L	Hawkeye Lite
HSA	Hardware Support Activity
IA	Information Assurance
IAVA	Information Assurance Vulnerability Alert
IETM	Interactive electronic technical manual
III MEF	III Marine Expeditionary Force
IMS	Integrated master schedule
IPR	In-Process Review
iRAPT	Invoicing, Receipt, Acceptance, and Property Transfer
ISEA	In-Service Engineering Agent
IT	Information Technology
IT/Comms	Information Technology and Communications
IWS	Information Workspace
JCSE	Joint Communication Support Element
JEXC2	Joint Expeditionary Command and Control
JFAST	Joint Flow and Analysis System Output Tool
JTF	Joint Task Force
JTFR	Joint Task Force Regulation
JWICS	Joint Worldwide Intelligence Communication System
LOA	Letters of Authorization
MARCENT	Marine Corps Forces Central Command
MLP	Mobile Landing Platform
MSC	Mission Support Center
NAS	Network Attached Storage
NAVCENT	Naval Forces Central Command
NAVEUR	Naval Forces Europe
NECC	Naval Expeditionary Combat Command

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 14 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

NIPR	Non-classified IP Router
NIPRNET	Non-classified IP Router Network
NMS	Network Management System
NSA PC	Naval Support Activity Panama City
NSWC PCD	Naval Surface Warfare Center, Panama City Division
OCONUS	Outside Continental United States
ODC	Other Direct Cost
OPSEC	Operational Security
OSHA	Occupational Safety and Health Administration
PACOM	Pacific Command
PCO	Procuring Contracting Officer
PEO C4I	Program Executive Office for Command, Control, Communications, Computers and Intelligence
PMCS	Preventive Maintenance Checks and Services
PMW 790	Shore and Expeditionary Integration Program Office
PMS	Performance Measurement System
PPE	Personal Protective Equipment
PWS	Performance Work Statement
QMP	Quality Management Plan
QMS	Quality Management System
RAS OT	Readiness Assessment System Output Tool
RMA	Reliability, Maintainability and Availability
RRK	Rapid Response Kit
SAA	Satellite Access Authorizations
SAN	Storage Area Network
SAR	Satellite Access Request
SATCOM	Satellite communications
SECNAV	Secretary of the Navy
SIPR	Secret Internet Protocol Router
SIPRNET	Secret Internet Protocol Router Network
SIT	System Integration Testing
SOP	Standard Operating Procedure
SOUTH COM	Southern Command
SOVT	System Operation Verification Testing
SPOT	Synchronized Pre-deployment and Operational Tracker
SQL	Structured Query Language
SSA	Software Support Activity
STE	Secure telephone equipment
STEP	Standardized Tactical Entry Point
T&E	Test and evaluation
T&M	Time and Materials
TI	Technical Instruction
TACACS	Terminal Access Controller Access Control System
TS/SCI	Top Secret / Sensitive Compartmented Information
USSO	United States Sending States Office
VOIP	Voice Over Internet Protocol
VOSIP	Voice Over Secure Internet Protocol
WAN	Wide Area Network
III MEF	III Marine Expeditionary Force

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 15 of 87	FINAL
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2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Performance Work Statement (PWS) to the extent specified herein. In the event of conflict between the documents referenced and the contents of this PWS, the PWS shall take precedence.

2.1 Military Standards: None

2.2 Military Specifications: None

2.3 Programmatic Documents:

- (a) Capability Production Document (CPD) for Deployable Joint Command & Control (DJC2) Version 2.0 Increment I Spirals 1.0, 1.1, & 1.2, 30 May 2008
- (b) Joint Expeditionary Command and Control (JEXC2) Mission Support Center (MSC) [*formerly Deployable Joint Command and Control Operations Support Center (DOSC)*] Standard Operating Procedures (SOP), ver. 1, 5 July 2007
- (c) Increment I Deployable Joint Command and Control (DJC2) Concept of Operations (CONOPS), version 1.0 (Change 1), 31 Aug 2007
- (d) N6-JTSP-J-70-0408, Joint Training System Plan and Support Manning Requirements Document for the Deployable Joint Command and Control (DJC2) System, September 2011

2.4 Other Documents:

- (a) DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, 20 December 2011
- (b) Department of State Standardized Regulations (DSSR), 18 May 2014.
- (c) DFARS SUBPART 225.74 - Defense Contractors outside the United States, 28 May 2014.
- (d) COMUSNAVEURINST 5840.2E, Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers' Licenses, Civilian Component and Technical Representative Status, 20 February 2004
- (e) DoD Manual 8570.01-M: Information Assurance Workforce Improvement Program, 24 January 2012
- (f) DODD 8570.01, Information Assurance Training, Certification, and Workforce Management, 23 April 2007

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Office Representative (COR), Contract Specialist, and Contracting Officer to conduct a kick-off meeting within ten working days after the award of the contract to review the terms and conditions, Performance Work Statement (PWS) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time and location shall be determined at time of award.

The Contractor shall provide qualified personnel to perform the tasks described in detail below. JEXC2 Operations Support will consist of a three-tier support system as described below. Tier 1 will provide on-site JEXC2 support to the COCOM or JEXC2 deployed site. Tier 2 will provide technician-to-technician support including coordination with other help desk and service support organizations as required, and Tier 3 (not provided under this task order) will provide more specialized SMEs coordinating with other help desks as necessary. The government NSWC PCD JEXC2 ISEA is the Technical Point of Contact for this task order.

- (a) Provide full-time, on-site Tier 1 JEXC2 technical support to selected COCOM locations and/or other JEXC2

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 16 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

deployed locations.

(b) Provide full-time, on-site Tier 2 JEXC2 technical support at the MSC Help Desk located at NSWC PCD.

3.1 Task 1 – On-site Technical Support for Operation and Maintenance of Systems (Tier 1) (CDRL A001)

The contractor personnel shall be considered mission essential and deployable on any COCOM exercises or operations that require the use of a JEXC2 system. The contractor shall provide on-site JEXC2 technical support at the COCOM garrison and deployed locations where JEXC2 systems are fielded. The fully staffed Tier 1 MSC personnel normally consist up to four contractor personnel per location but vary from two contractors to eight per site.

Contractor personnel located at these sites shall support not only those specific geographical locations, but also all JEXC2 deployment sites within the COCOM's Area of Responsibility (AOR) and other COCOM locations as needed.

The following list shows the anticipated Tier 1 locations and estimated number of personnel at each location:

JCSE (Tampa, Florida) 2

AFRICOM [Brunswick, Georgia] 4

PACOM (Pearl Harbor, Hawaii) 4

IIIMEF (Camp Hansen, Okinawa, Japan) 4

EUCOM (Stuttgart, Germany) 4

MARCENT [Manama (ISA Air Force Base), Bahrain] 4

NAVCENT [Manama (ISA Air Force Base), Bahrain] 2

NAVEUR (Sicily, Italy) 4

Tier 1 technical support, at a minimum, is required on a full-time basis as coordinated with the using unit commander. Work hours in excess of 40 hours per week per employee require NSWC PCD approval. During contingency operations (deployments or exercises), an alternate work schedule may be required to support 24/7 operations. A fully staffed Tier 1 may consist of up to eight contractor personnel per site, as described below and in the MSC Standard Operating Procedures (SOP); specific skill sets required at each site will depend on the local command's organic capabilities and any unique requirement will be identified in separate Technical Instruction for each site. Number and type of support personnel shall be coordinated with the JEXC2 ISEA at NSWC PCD as Tier 1 sites are identified. COCOM sites will include CONUS and OCONUS locations.

Technical tasks consist of system setup and operational checkout of hardware and software components, inter-networking among various network components, and general troubleshooting and problem resolution of the systems. Contractor personnel will be shall use Remedy Action Request System which will be provided as the means to create and maintain "trouble tickets," i.e., requests for assistance. Tier 1 units will submit trouble tickets to the Tier 2 MSC and provide technical support for the resolution of trouble tickets. The contractor shall perform system backups and restores, and apply software patches and revisions to hardware, software, and network components in accordance to the technical manuals, technical refreshes or guidance from the ISEA. Specific trouble ticket procedures are described in the MSC SOP.

Tier 1 contractors are first responders, solving problems that administrators and maintainers may encounter at the COCOM level. Tier 1 contractors are responsible for the following tasks:

(a) Providing system setup and sustainment support

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 17 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (b) Submitting Remedy Action Request System Tickets to Tier 2 technicians (i.e., NSWC PCD Help Desk)
- (c) Installing Information Assurance & Vulnerability Assessment (IAVA) patches and maintenance releases
- (d) Submitting weekly activity reports to the MSC Help Desk
- (e) Conducting daily, weekly, and monthly preventative maintenance

3.1.1 Coordination of Daily Tier 1 Activities

JEXC2 systems are operational systems; therefore operational requirements may preclude unfettered access to systems. Conduct of daily Tier 1 activities and access to the JEXC2 systems supported will require coordination between the Tier 1 personnel and the military or government owner or custodian of the system. Coordination of Tier 1 activities and work schedules in order to accommodate operational requirements is authorized under this contract.

3.1.2 Supported Command Requests for Support or Information

The Contractor shall refer to the Government COR or ACOR any requests by the supported military commands for support or information related to day to day operations.

The Contractor shall refer to the Government COR or ACOR any requests by the supported military commands for support or information related to exercise support; operations support, programmatic support or items beyond day to day.

3.2 Task 2 NSWC PCD MSC Help Desk (Tier 2) (CDRL A002)

The contractor personnel shall be considered mission essential and is deployable on any COCOM exercises or deployments. The contractor shall provide full-time (Sunday through Sunday) on-site JEXC2 technical support at the MSC Help Desk located at NSWC PCD. A fully staffed Tier 2 MSC Help Desk is a minimum of seven contractor personnel and a maximum of eleven personnel. The NSWC PCD MSC Help Desk shall be staffed up to 24/7. Tier 2 contractor personnel providing support by operating the MSC Help Desk shall be responsible for the following tasks:

- (a) Maintaining the Help Desk
- (b) Recording solution sets in the Remedy™ knowledge base
- (c) Tracking trouble tickets from the COCOM
- (d) Providing one-on-one support to users via telephone, chat, facsimile, email, or the internet
- (e) Resolving user problems with all open trouble tickets
- (f) Tracking all maintenance actions
- (g) Providing fielding support and guidance on new versions of software
- (h) Installing updated/new versions of software as directed by the COR
- (i) Maintaining system administration of the JEXC2 MSC NIPRnet and SIPRnet systems that reside at NSWC PCD.

The Tier 2 MSC will be the single point of entry for JEXC2 incident reporting, proactively addressing/anticipating issues; tracking all maintenance actions, providing technical expertise in the resolution of problems which cannot be solved immediately at the deployed JEXC2 system location, as well as providing real-time support to JEXC2

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 18 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

users and maintainers by means of phone, fax, e-mail or Web access. Using the automated trouble management solution (Remedy), the MSC will monitor and track all JEXC2 trouble tickets. Remedy software will be maintained at the Tier 2 MSC in such a manner as to enable interaction with other support or assistance centers. The Contractor providing support personnel to the Tier 2 MSC personnel shall ensure all trouble tickets are entered into the Remedy Database accurately and with sufficient data to produce the required reports. The contractor shall update the Remedy software license annually.

The contractor shall assist with monthly Performance Measurement System (PMS) data collection, analysis, and reporting using Remedy data. The PMS data is collected monthly to help the ISEA determine overall system health and areas for potential Ao improvement, and reported monthly in conjunction with the Monthly Status Report.

3.3 Task 3 Personnel Requirements

The contractor must have experience and competence with the applications/ subsystems/ networks, etc. in the JEXC2 or similar environment employing a Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) system with most of the applications listed in 3.3. Specific skill sets for each COCOM location may differ; they will be outlined in the Technical Instruction for each site, provided in section J as an attachment. The government will provide initial training to contractor personnel in specific JEXC2 uses of this equipment and procedures after award.

If additional system expertise becomes necessary during the period of performance due to new requirements, the contractor shall submit an estimate for such training to the COR; it must be approved by the PCO via a Technical Instruction before the training is undertaken and before the government will reimburse for travel and per diem expenses during such training.

The Contractor shall have and maintain competency in the operation of the following items, systems, software suites, networks, and processes that comprise the JEXC2 environment:

- Wide Area Network (WAN) protocols
- Altiris
- Border Gateway Protocol (BGP)
- Standardized Tactical Entry Point (STEP) site integration
- SAA and GAA
- SAR and GAR
- Department of Defense (DoD) network security
- DoD Information Assurance requirements - DoD Manual 8570.01-M & DODD 8570.01
- 16 Port Storage Area Network (SAN) switches
- ACU-1000 EDICStm radio
- AN/PRC-117F (V)(C) radio
- AN/PRC-117G radio
- AN/USC-60A satellite Terminal
- Hawkeye Three Lite (H3L) satellite terminal

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 19 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Hawkeye Three satellite terminal
- Various Cisco switches
- Cisco Works
- Combined Enterprise Regional Information Exchange System (CENTRIXS)
- Defense Collaboration Tool Set (DCTS)
- Defense Information Systems Network-Tactical Edge (DISN TE)
- Defense Information Systems Network (DISN) Video Services (D-VDS)
- Defense Messaging System (DMS)
- Defense Switched Network (DSN)
- JEXC2 Collaborative Information Environment (CIE) images
- Firewalls, intrusion detectors, and network analyzers
- GBS SATCOM
- Global Combat Support System Portal (GCSS-Portal)
- Global Command and Control System-Joint (GCCS-J)
- Information Workspace (IWS) D-VDS
- Internet
- Internet Protocol – Joint Worldwide Intelligence Communications System (IP-JWICS) (TS/SCI Requirement)
- Joint Flow and Analysis System Output Tool (JFAST)
- Joint Deployable Intelligence Support System (JDISS) (TS/SCI Requirement)
- KIV-7M
- KG 250
- KG 250x
- KIV-19A
- Tactical Secure Telephone Equipment (STE)
- Microsoft Structured Query Language (SQL) Server 2000
- Microsoft Windows Share Point Portal Server
- Net Admin
- Network Attached Storage (NAS)
- Network Management System (NMS)
- NIPRNET

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 20 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Operational Net Assessment
- Promina 800/200 multiplexer
- NX-1000
- Raytheon IST-2 Defense RED Switched Network (DRSN)
- Readiness Assessment System Output Tool (RAS OT)
- Red Hat Linux
- SIPRNET
- SI Tech bit media
- Terminal Access Controller Access Control System (TACACS)
- UNIX operating system
- Whats Up
- Windows Advance Services
- Windows Appliance Server
- Windows 7 and up operating system

NOTE: As JEXC2 systems experience technology refresh, additional systems and applications may be added.

3.4 Safety and Personal Protective Equipment (PPE) (CDRL A005)

The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, state, and local Occupational Safety and Health (OSHA) requirements. The Contractor shall ensure employees have appropriate Personal Protection Equipment (PPE) and that all employees have all required training and certifications related to Occupational Safety and Health requirements. This includes, but may not be limited to, protective footwear (puncture-resistant and electrically non-conductive), eye protection, and hearing protection. The Contractor is responsible for providing such equipment to its employees.

3.5 Task 4 Reporting (CDRL A001 and A003)

Tier 1 personnel shall provide the following information on a weekly basis to the JEXC2 ISEA:

- a. Weekly status report – This shall include deployment/patch status of the systems and description of non-routine work performed; status of open trouble tickets including anticipated parts arrival, or fixes from Tier 2 MSC.
- b. Preventative Maintenance report - This shall include the status of all required system Preventive Maintenance Checks & Services (PMCS). An explanation of any overdue items shall also be provided.

Additional reports concerning post-exercise operations, accidents, equipment damage or other non-standard incidents as requested by the ISEA.

3.6 Meeting Support (CDRL A001)

The Contractor shall have at least one Tier 1 site contractor representative dial into the weekly trouble ticket meeting. The Contractor will establish bridge call for all sites to utilize for this task. NSWC PCD will facilitate this bridge call and Tier 1 personnel shall provide site status and any requests for assistance during this meeting.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 21 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

If for some reason a Tier 1 representative cannot participate in the conference call, a written status report must be submitted to the JEXC2 ISEA in advance of the call.

3.7 JEXC2-Unique Developers and other COTS/GOTS SMEs (Tier 3)

(This paragraph is provided for information only; Tier 3 is not part of the SOW requirements.) Tier 1 and Tier 2 personnel will have access to government and other contractor SMEs at NSWC PCD and other program offices to support JEXC2 systems. The MSC Tier 2 will liaise with JEXC2 designers and integrators if necessary in the resolution of trouble tickets. However, Tier 1 and Tier 2 are expected to have the skills necessary to resolve trouble tickets and not merely pass them to SMEs and Tier 3.

3.8 Personnel Locations

Contractor personnel shall be stationed at JEXC2 system fielded-sites in the Continental United States (CONUS) and Outside the Continental United States (OCONUS) throughout the period of performance as outlined in DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, DFARS SUBPART 225.74, and the Department of State Standardized Regulations (DSSR). DSSR regulates all allowances and benefits available to U.S. Government civilians assigned to foreign areas [Post Allowance (more commonly referred to as the Cost of Living Adjustment (COLA)), Foreign Transfer Allowance, Home Service Transfer Allowance, Separate Maintenance Allowance, Education Allowance and Educational Travel]. The Logistic Support Attachment spells out these allowances and benefits available to U. S. Government and Contractor civilians.

All task order and individual applications for personnel stationed in Europe must be processed through the DoD Contractor Personnel Office (DOCPERS) Contractor Online Processing System (DCOPS) and in accordance to COMUSNAVEURINST 5840.2E.

Contractor personnel shall also deploy with military forces and support contingency operations/OCONUS exercise deployments, etc., estimated once or twice a year at remote sites. It should be noted that under “real world” condition during such operations, contractor personnel may be in harm’s way or subject to conditions hazardous to their health.

Contractor personnel shall be medically and physically qualified to perform duties (put up and tear down tents, haul transit cases, work outdoors in extreme heat/cold or rain/snow, etc.) in accordance with DODI 3020.41.

3.9 Travel

Tier 1 personnel from one location may be required to travel to other Tier 1 locations to support other COCOMs. Tier 2 contractor personnel may need to travel to Tier 1 locations to support installation, trouble ticket resolution, etc. Travel may include the following destinations:

Tampa, FL Suffolk, VA

Pearl Harbor, HI

Stuttgart, Germany

Vicenza, Italy

Okinawa, Japan

Manama, Bahrain

Sicily, Italy

Brunswick, GA

It is estimated that once or twice a year the COCOM will hold exercises or contingency operations within his AOR. Contractor personnel are expected to accompany the COCOM on these operations for periods of

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 22 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

approximately two to four weeks. Destinations are not known at the time the task order is awarded. Travel shall be in accordance with The Joint Federal Travel Regulations (JFTR). Actual destinations and lengths may vary. Before initiating any travel, the Contractor shall submit a detailed and fully-burdened estimate for the number of employees of their expected travel costs to include airfare, lodging, per diem, rental car, taxi/mileage, and any other costs or actions requiring approval (i.e. overtime). The Contractor shall, as required, travel as specified and approved by the Contracting Officer's Representative (COR) or Alternate Contracting Officer's Representative (ACOR). The contractor shall not exceed funded ODC cost without written authorization from the Contracting Officer. Contractor personnel deemed necessary for foreign travel shall have valid passports and up-to-date immunizations.

Contractor personnel must have a Synchronized Pre-deployment 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 in accordance with Subpart 225.74 – Defense Contractors outside the United States. Contractor will initiate LOAs in SPOT and forward to the COR or Contract Specialist to process prior to contractor requirement to entire or leave location. SPOT applications shall include required dependent information when applicable for each OCONUS location.

3.10 Contract Status Reports (CDRL A004)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/>. The eCRAFT e-mail address for report submission is: Ecraft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/eCraft-FAQs/%20no%20longer%20contains%20eCRAFT%20FAQs/>

(2) Submission and Acceptance/Rejection:

The contractor shall submit reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

The Contractor shall assign standard eCRAFT labor categories to each existing proposed and executed labor category on the Task Order/Contract. The entire catalog of standard labor categories can be found at the following two websites:

Standard eCRAFT Labor Categories:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/>

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 23 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Service Contract Act (SCA) Labor Categories:

<https://www.dol.gov/whd/govcontracts/sca.htm> - under the header “Guidance”, select “Service Contract Act Directory of Occupations, 5th Edition (PDF)”

3.10.1 Monthly Earned Value Management (EVM) Reporting (CDRL A004)

NSWC PCD is using EVM to track project spending and execution. Tasks in the SOW are linked to EVM work packages. The contractor shall report actual costs in dollars expended each month and the "value of the work completed" in the same monthly period by site. Since this is a Level of Effort task order, the "value of the work budgeted" is the number of labor hours scheduled, in dollars; likewise, “the value of work completed” is the number of labor hours actually performed at that point in the schedule of planned work. In other words, if all efforts scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. The contractor shall submit his EVM report in conjunction with the Contract Status Report. An Estimate at Completion shall be included in the EVM report and updated monthly.

The contractor shall also report total labor hours by labor category each month, by site, as above. Furthermore, the contractor shall provide the names of each employee working, the hours each person worked during that month and the rate for the individual.

Other Direct Costs (ODCs) shall be reported by category to include housing, cost of living allowances, Remedy software licenses, and other costs.

Travel expenses shall also be itemized each month by individual and by site.

The contractor shall submit to the COR a copy of each invoice/cost voucher submitted for payment in conjunction with the Contract Status Report.

3.11 Government Space and Access to Government Facilities (CDRL A005)

3.11.1 NSA PC Government Facilities and NSWC PCD Space

The Government will provide the Contractor personnel with two government laboratory work spaces and computer resources to complete their assignments within 10 days after award of this task order. The Government will also provide the consumables for the stated equipment such as paper, toner cartridges, etc. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than 10 business days after the date of award. The work space provided to the contractor personnel shall be identified, by the awardee, with appropriate signage listing the company name and individual contractor employee name.

Access to Naval Support Activity Panama City (NSA PC) requires Government identification cards, either Common Access Cards (CAC) or other Government approved identification (e.g., RapidGate). Contractor personnel will require access to NSWC PCD building 544. Accesses to building 544 labs are controlled by programmable proximity cards, which will be supplied by the Government. Access to Government facilities and buildings at NSA PC is from 2400 to 2400 Sunday through Sunday, including Federal holidays. The Contractor shall establish the work hours for their personnel to meet the requirements of this Task Order.

Contractor personnel shall have access to any assigned Government buildings at NSA PC outside the hours of 0600 to 1800 without Government oversight. In the event that NSA PC and NSWC PCD operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered mission essential personnel and shall follow NSWC PCD instructions for mission essential personnel, unless otherwise stated in the terms and conditions of the task order.

3.11.2 JEXC2 Deployment Sites COCOM’s AOR (Tier 1) Locations

The Government will provide the Contractor personnel with up to four work spaces and computer resources, at each

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 24 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

JEXC2 deployment site within COCOM's AOR, to complete their assignments, within 10 days after award of this task order. JEXC2 deployment COCOM's sites will include CONUS and OCONUS locations. The Government will also provide the consumables for the stated equipment such as paper, toner cartridges, etc. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than 10 business days after the date of award. The work space provided to the contractor personnel shall be identified, by the awardee, with appropriate signage listing the company name and individual contractor employee name.

Access to JEXC2 COCOM's sites requires Government identification cards, either Common Access Cards (CAC) or other Government approved identification (e.g., RapidGate). Contractor personnel will require access to Government buildings. Accesses to Government buildings are controlled by programmable proximity cards, which will be supplied by the Government. Access to Government buildings is from 2400 to 2400 Sunday through Sunday, including Federal holidays. The Contractor shall establish the work hours for their personnel to meet the requirements of this Task Order. Contractor personnel shall have access to any assigned Government buildings at any of the JEXC2 COCOM's sites outside the hours of 0600 to 1800 without Government oversight. In the event that any of the JEXC2 COCOM's site operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered mission essential personnel and shall follow JEXC2 COCOM's site instructions for mission essential personnel, unless otherwise stated in the terms and conditions of the task order.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Contractor will be provided with information required to complete the requirements of this PWS to include drawings and specifications within 10 days of Contractor requesting such data. All GFI shall be returned at the conclusion of the period of performance, unless earlier return is required. No Government furnished material or equipment are anticipated at this time.

5.0 PURCHASES

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,500 shall be approved by the Contracting Officer prior to purchase by the Contractor via a technical instruction. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval.

Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

6.0 SECURITY

The highest security classification and access for work under this task order is TOP SECRET/SCI. Performance of this contract shall not require contractor to receive, generate or store national security information at the Contractor facility. All unclassified information shall be protected as Controlled Unclassified Information (CUI) as stated in Paragraph 6.2 through 6.6, until approved for release.

Contractor may be required to research various classified mines and ordnance documents that are available only on the Secret Internet Protocol Router Network (SIPRNET). To view and download these classified documents, contractor personnel require SIPRNET access. Additionally some of these documents carry North Atlantic Treaty Organization (NATO) security classification.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 25 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Provisions of the attached DD Form 254 (Section J, Attachment J.2) for this task order apply. The Contractor shall appoint a Facility Security Officer (FSO), who shall:

- (1) Be responsible for all security aspects of the work performed under this Task Order;
- (2) Assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M); and
- (3) Assure compliance with any written instructions from the NSWC PCD, Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

The FSO shall be responsible to ensure that all employees that require Common Access Card (CAC) are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to assist the Contractor FSO navigate the process to obtain CAC through the Trusted Associate Sponsorship System (TASS). TASS Registration Request will be utilized by the Contractor after award for each employee that requires a CAC.

Additional information on the process for Contractor requiring CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/>.

6.1 Security Requirements

The Contractor, Contractor employees, and subcontractors shall become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity shall keep within the limits of the worksite and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and cleared for such entry. The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer, when required to enter a Government site. The Contractor shall ensure that all security and entrance clearances are obtained. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the possibility of a breach of the activity's security or interrupt the continuity of its operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under the contract, may subject the Contractor, his agents or employees, to criminal liability under 18 U.S.C., Sections 793 and 798. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of the contract, the resolution of which may require the dissemination of official information, will be directed to the activity Commanding Officer. Deviations from, or violations of, any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

6.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DOD Consolidated Adjudications Facility.

6.3 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.4 Controlled Unclassified Information (CUI)

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 26 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13526, as well as regulations and guidance established pursuant thereto.

6.5 For Official use Only (FOUO) is a document designation, not a *classification*. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

6.6 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01) DoD Policy

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD

Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 27 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

release or disposal.

d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.

e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.

f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).

g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

(1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts); including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.

(3) Prompt application of security-relevant software patches, service packs, and hot fixes.

a. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

b. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

c. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

6.1 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 28 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

7.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on government property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on government property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 29 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(b) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and other US DoD Military installations under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal service Task Order.

(c) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

(d) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance;

or

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 30 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

8.1 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The Contractor's performance will be evaluated by the Government in the areas listed below. The first evaluation will cover the period ending six months after date of Task Order award with successive evaluations being performed prior to the exercise of available options thereafter until the Contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

Quality Assurance (CDRL A006)

The Contractor shall implement a quality assurance plan conforming to the requirements of ISO 9001:2008 that continually improves the training content and its delivery. Quality improvement actions received from feedback or identified are to be included in monthly and situational reports with a recommended implementation plan to incorporate those actions. The Quality Management Plan (QMP) defines the scope of the JEXC2 quality management system, establishes the quality policy and objectives, outlines the structure of the quality system, and describes the interaction between processes. The Quality Policy of the JEXC2 program is to ensure system compliance with the JEXC2 JTSP and Capabilities Production Document (CPD) and to continually improve the effectiveness of the QMS to support and enhance the evolutionary acquisition strategy of delivering high quality JEXC2 functionality to meet the operational command and control (C2) requirements for their assigned missions. The QMS encompasses elements of the ISO-9001:2008 standard and applies to all products and services. The contractor shall observe QMP provisions throughout the JEXC2 service life cycle as evolving system configuration changes may require.

Quality Control

Quality control is the Contractor's responsibility. The Contractor shall ensure its performance meets the requirements of this task order. In accordance with FAR Clause 52.246-5, "Inspection of Services-Cost Reimbursement," the Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. The Contractor shall establish, implement, document, and maintain a quality system that ensures conformance to task order requirements and meets or exceeds the acceptable quality levels in Performance Based Standards paragraph below.

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product/Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate a Contractor's performance.

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 31 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>.

8.1 Performance Objectives, Standards and Acceptable Quality Levels

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success.

Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

<u>Work Area</u>	<u>Performance Objective</u>	Performance Standard	Acceptable Quality Level (AQL)
Performance Work Statement (PWS) paragraph 3.1 On-site Technical Support for Operation and Maintenance of Systems	System setup and operational checkout of hardware and software components	System Setup and operation is performed on JEXC2 system subcomponents IAW with the JEXC2 IETMs	System is setup and operational checkout is performed within 96 hours of request.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 32 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Performance Work Statement (PWS) paragraph 3.1 On-site Technical Support for Operation and Maintenance of Systems	Submitting Remedy Action Request System Tickets to Tier 2	Tier 1 submits trouble tickets for the operational issues and failures with the systems they support and properly log them in Remedy.	Trouble tickets entered into Remedy by Tier 1 with issues documented in Remedy. 100% of trouble tickets are entered into system
Performance Work Statement (PWS) paragraph 3.1 On-site Technical Support for Operation and Maintenance of Systems	Install Information Assurance & Vulnerability Assessment (IAVA) patches and maintenance releases.	Patches are installed correctly and within 20 workdays of receipt by Tier 1 (Unless directed to delay patch installation by the system user, in which case the contractor is notify the Contracting Officer's Representative and submit a Remedy trouble Ticket)	All Information Assurance & Vulnerability Assessment (IAVA) patches are installed within 20days of receipt, scans conducted and reported in Remedy, or, if delayed by the system user due to operational requirements, within 20 days of reconstitution.
Performance Work Statement (PWS) paragraph 3.1 On-site Technical Support for Operation and Maintenance of Systems	Submitting weekly activity reports to the MSC Help Desk.	Tier 1 submits reports showing the operational use, work performed and issues and failures with the systems during the week.	100% of reports are provided by due dates.
PWS paragraph 3.1 On-site Technical Support for Operation and Maintenance of Systems	Perform daily, weekly, monthly preventative Maintenance	Preventative maintenance is performed on JEXC2 system subcomponents IAW schedules as posted in the JEXC2 IETMs	Required preventative maintenance is performed on JEXC2 generators, ECUs and other components within prescribed intervals and no component is more than 30 days out of date, unless that item is down due to a pre existing trouble ticket awaiting parts for repair. Status is reported in the Preventative Maintenance report.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 33 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

PWS paragraph 3.1 On-site Technical Support for Operation and Maintenance of Systems	Resolve Tier 1 Trouble Tickets	Tier 1 resolve trouble tickets for the systems they support and properly log them in Remedy.	Trouble tickets entered into Remedy are resolved by Tier 1 with solutions documented in Remedy. 100% of trouble tickets are entered into system.
PWS paragraph 3.2 NSWC PCD MSC Help Desk	Resolve Tier 2 Trouble Tickets	Tier 2 resolve trouble tickets properly log them in Remedy.	Trouble tickets elevated to Tier 2 are resolved by Tier 2 within three work days, without elevation to Tier 3 and their solutions are documented in Remedy. 100% of trouble tickets are entered into system.
PWS paragraph 3.5 Reporting	Submit Weekly Status Report	Reports are accurate and complete. Reports are delivered IAW agreed upon schedule.	100% of reports are provided by due dates.
PWS paragraph 3.5 Reporting	Submit Preventative Maintenance Report	Reports are accurate and complete. Reports are delivered IAW agreed upon schedule.	100% of reports are provided by due dates.

9.0 SUBCONTRACTORS AND CONSULTANTS

(a) In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed Subcontractor's cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime Contractor, or in the case where the proposed Subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the Subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.

(b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant."

(c) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 34 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

employed by the prime Contractor to ensure that efficient performance methods are being employed.

10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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

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

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

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

(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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 35 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria: The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 36 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

End of Text

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 37 of 87	FINAL
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SECTION D PACKAGING AND MARKING

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: (Name of Individual Sponsor, Name of Requiring Activity, City and State)

DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense and U.S. DoD contractors only (fill in reason) (date of determination). Other requests shall be referred to (insert controlling DoD office).

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

End of Text

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 38 of 87	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

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

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

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

Item(s) 7000, 7001 & 7002 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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.

Contractor Performance Assessment Reporting System (CPARS)

Contractor performance under this task order will be evaluated annually utilizing the Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at: <http://cpars.navy.mil> .

End of Text

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 39 of 87	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	1/29/2016 - 1/28/2017
7001	1/29/2017 - 1/28/2018
7002	1/29/2018 - 1/28/2019
9000	1/29/2016 - 1/28/2017
9001	1/29/2017 - 1/28/2018
9002	1/29/2018 - 1/28/2019

CLIN - DELIVERIES OR PERFORMANCE

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

CLIN - DELIVERIES OR PERFORMANCE

Services described in this Task Order may be performed at the Contractor's facility, Government facilities identified in SECTION C and, as applicable, travel locations specified by the COR.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

Item(s)			Period of Performance	
CLIN	Period	Description	From	To
7000	Base Year	Labor	29 January 2016	28 January 2017*
9000	Base Year	ODC	29 January 2016	28 January 2017*
7001	Option 1	Labor	29 January 2017	28 January 2018*
9001	Option 1	ODC	29 January 2017	28 January 2018*
7002	Option 2	Labor	29 January 2018	28 January 2019*
9002	Option 2	ODC	29 January 2018	28 January 2019*

*Estimated.

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

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

End of Clause

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 40 of 87	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

Mary F. Hines, Code 023
110 Vernon Avenue
Panama City Beach, FL 32407
Mary.F.Hines@navy.mil
850-235-5389

Contract Specialist

Carmen M. Decker, Code 023
110 Vernon Avenue
Panama City Beach, FL 32407-7001
carmen.decker@navy.mil
850-234-4218

Ombudsman

Gerald Sorrell, Code 00K
110 Vernon Avenue
Panama City, FL 32407-7001
850-235-5328
Gerald.Sorrell@navy.mil

Contracting Officer Representative

Bryan Resch
110 Vernon Avenue
Panama City, FL 32407-7001
850-230-7569
Bryan.Resch@navy.mil

-

Alternate Contracting Officer Representative

James Nelson
110 Vernon Avenue
Panama City, FL 32407-7001
850-235-5116
james.g.nelson@navy.mil

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

Defense Contract Management Agency (DCMA)

~~DCMA Manassas~~
~~10500 Battleview Pkwy # 200~~
~~Manassas, VA 20109~~

DCMA Springfield

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 41 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Bldg. 93
Picatinny Arsenal, NJ 07806-5000

Defense Finance and Accounting Services (DFAS)

DFAS Columbus, MOCAS (MOC-H) (HQ0337)
North Entitlement Operations
P.O. Box 182266
Columbus OH 43218-2266

HQ-G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1)(NAVSEA) (JAN 2008)

(a) For task 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. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this task order:

252.204-0002 Line item specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 42 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

Invoice and Receiving Report Cost

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

Destination/Destination

- (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

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338 HQ0337
Issue By DoDAAC	N61331
Admin DoDAAC	S2404A S3101A
Inspect By DoDAAC	N61331
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	HAA50W
Other DoDAAC(s)	N/A

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

bryan.resch@navy.mil

- (g) WAWF point of contact.

- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 43 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

WAWF point of contact.

NSWC PCD WAWF Point of Contact (POC): Janet.Stone@navy.mil and Brian.W.Young@navy.mil . Please send an e-mail to both POCs.

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

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

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

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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 SF 26 or SF 33, as applicable.

The Contractor points of contact for this Task Order are as follows:

erica.cordes@BAH.com
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Accounting Data

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 44 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 45 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 46 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 47 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 48 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 49 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 50 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 51 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 52 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 53 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 54 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting contract.

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-O0008) (FEB 2014)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in “NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities” list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.

(c) The Head of the Contracting Activity (HCA) has the authority to—

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

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000. (End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-O0008)(FEB 2014)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000. (End of clause)

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 55 of 87	FINAL
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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.

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

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 56 of 87	FINAL
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(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract. (End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work; (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 57 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CPFF/CPIF/ODC			
ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

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CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 58 of 87	FINAL
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SOFA CONTRACT CLAUSES

INVITED CONTRACTED PERSONNEL OR TECHNICAL REPRESENTATIVE STATUS – JAPAN

(APPLICABLE TO U.S. FIRMS ONLY)

Contractor personnel may be classified as members of the “civilian component” under Article I-(b) of the Status of Forces Agreement (SOFA) between Japan and the United States. This classification may be available, upon application, to all of Booz Allen Hamilton’s personnel who are United States citizens, who do not ordinarily reside in Japan, and whose presence in Japan is necessary for the execution of this contract. This classification may entitle the employee to enter Japan, pursuant to invitational orders, under Article IX of the SOFA. Contracted personnel classified as members of the “civilian component” under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the “civilian component” in Japan. The following privileges may be extended in accordance with current U.S. Department of Defense Directives, Military Base Interservice Support Agreements and the SOFA.

- (a) Entry into and exit from Japan as “exempt personnel.”
- (b) Duty free import-export into and from Japan.
- (c) U.S. customs exemptions under USFJ PL 4-3.
- (d) U.S. customs exemptions under the Tariff Act of 1930.
- (e) Army Air Force Exchange Service (AAFES), exchange service station, theater, and commissary, subject to Merchandise Control Directives to be administered through the Office of Information.
- (f) Laundry and dry cleaning.
- (g) Military banking facilities.
- (h) Transient billeting facilities on a space-available basis, not to exceed three days and three nights.
- (i) Open mess (club) membership, as determined by each respective club.
- (j) Casualty assistance (mortuary services) on a reimbursable basis, as specified in AFI 34-501.
- (k) Routine medical care to be provided on a reimbursable basis, in accordance with AFI 41-115.
- (l) Dental care is limited to relief of emergencies on a reimbursable basis.
- (m) Employment, emergency leave, and home leave-type travel and transportation for principal U.S. civilian employees and their families will be provided on a reimbursable basis, insofar as such travel and transportation entitlements do not exceed those authorized members of the U.S. civilian component shall not be allowed space available travel privileges aboard Air Mobility Command contract or military aircraft as provided military personnel unless such person travels in a retired military status.
- (n) Department of Defense Dependent Schools (DoDDS) Elementary and Secondary Education facilities on a space available, tuition-paying basis.
- (o) Postal support, as authorized by DOD 4525-8AF Sup 1.
- (p) Local recreation services on a space available basis.
- (q) Armed Forces Recreation Center, on a space available basis.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 59 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (r) Privately owned vehicle (POV) operator's license.
- (s) Registration of privately owned vehicle (POV).
- (t) Purchase of petroleum and oil products.

Whenever the word "reimbursable" is used in the aforementioned logistic support/privileges, it means that the (contract) shall pay the U.S. Government for the services rendered and/or supplies utilized.

The above privileges may be granted to U.S. citizens personnel, so long as they are employed under this contract. However, any violation of these privileges will be cause for immediate withdrawal of such privileges for the principal and/or his/her dependents and could result in total loss of such privileges to all Contracted Employees and Family Members under this contract.

It is agreed that withdrawal of any or all of these privileges for reasons cited in paragraph (c) above, will not affect nor constitute grounds for delay in or non-performance of any portion of any contract between the U.S. Government, nor will such action form the basis for any claim against the U.S. Government, based on the contract or otherwise, nor will such action be considered breach of contract or any portion thereof.

STATUS OF FORCES AGREEMENTS (SOFA) – CONTRACTS TO BE PERFORMED IN JAPAN

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan, including the US-Japan SOFA. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded status under SOFA Article I(b) with potential eligibility for logistic support. Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive SOFA status under SOFA Article XIV or SOFA Article I(b) based on their status as dependents. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well as United States Forces Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

SOFA ARTICLE XIV STATUS

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA).

Offers shall be prepared based on the assumption that SOFA Article XIV status will be granted by Government in consultation with the Government of Japan. If the Government determines that Awardee does not qualify for SOFA

Article XIV status or that SOFA Article XIV status is otherwise inappropriate, an equitable adjustment shall be made to the cost/price and other appropriate terms of the contract. Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily a resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such contractors and contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I(b) status and privileges extend to dependents of SOFA Article XIV contractors or contractor employees.

(b) Procedures.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 60 of 87	FINAL
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(1) Formal application for SOFA Article XIV status shall be made to HQ USFJ only after the contract has been awarded and the contractor's place of operation in Japan has been determined.

(2) A contractor seeking SOFA Article XIV status for itself and its employees shall submit the following to the Contracting Officer as part of its offer: (i) Proof that the contractor is a person ordinarily resident in the United States or a corporation organized under the laws of the United States and that its presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and (ii) Proof that the contractor's employees are persons ordinarily a resident in the United States and that their presence in Japan is solely for the purpose of performing work under contracts with the United States for the benefit of the United States armed forces.

(3) The Contracting Officer shall make the initial determination whether the contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation through component channels to Commander, United States Forces, Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph (b)(2), a full explanation of the necessity of using a United States contractor, and relevant documentation. See USFJ Instruction 64-102 for further details.

(4) HQ USFJ shall make the final determination on the contractor's SOFA Article XIV status upon consultation with the Government of Japan.

(5) Upon receipt of HQ USFJ approval, the Contracting Officer shall issue Letters of Identification indicating SOFA Article XIV status has been granted to the contractor and contractor employees.

(6) Once a contractor has been designated under SOFA Article XIV, it is not necessary that it be redesignated if a follow-on contract is awarded to that contractor; provided the new contract does not involve a material change from the work under which the SOFA Article XIV designation was originally granted and there is no significant delay between completion of the existing contract and initiation of performance under the follow-on contract.

(c) SOFA Article XIV privileges and benefits. In accordance with SOFA Article XIV, paragraphs 3 through 8, upon certification by appropriate United States authorities as to their identity, such persons and their employees shall be accorded the following benefits of the SOFA. Note: Privileges and benefits afforded under SOFA Article XIV do not extend to dependents/family members.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Exemption from customs duties and other such charges on furniture and household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraph 3;

(4) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other nonappropriated fund organizations regulated by United States military authorities as provided for in SOFA

Article XV;

(5) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(6) The use of postal facilities as provided for in SOFA Article XXI;

(7) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment except that such exemption shall not apply to the employment of local nationals in Japan;

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 61 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(8) Exemption from taxes and similar charges of Japan on depreciable assets except houses, held, used, or transferred for the execution of contracts referenced in subparagraph (a);

(9) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. No exemption from taxes payable for the use of roads by private vehicles is provided under SOFA Article XIV;

(10) Exemption from income or corporation taxes of the Government of Japan or any other taxing agency in Japan on any income derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance or operation of any of the facilities or area covered by the SOFA. The provisions of this paragraph do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources;

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

SOFA ARTICLE I(b) STATUS

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

(1) United States nationals,

(2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories

(3) present in Japan at the invitation of the United States, and solely for the purpose of executing contracts for the benefit of the United States armed forces (including Foreign Military Sales contracts), and, Authorized by the Status of Forces Agreement),

(4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 62 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other nonappropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(9) The use of postal facilities as provided for in SOFA Article XXI;

(10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

LOGISTIC SUPPORT

Contractor (if awarded Article XIV status), contractor personnel, and in the case of contractor personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below

(a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b)

personnel/dependents and Article XIV personnel only);

(b) Laundry and dry cleaning;

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 63 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);
- (d) Transient billeting facilities;
- (e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
- (f) Casualty assistance (mortuary services) on a reimbursable basis;
- (g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
- (h) Dental care, limited to relief of emergencies on a reimbursable basis;
- (i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
- (j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);
- (k) Local recreation services on a space-available basis;
- (l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);
- (m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

(End of Clause)

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS

UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>.

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 64 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 65 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or 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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 66 of 87	FINAL
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(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) 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 missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

Contingency Conditions Clause

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 67 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer” (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

“Uniform Code of Military Justice” means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 68 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians—INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office—if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall—

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, 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;

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

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 69 of 87	FINAL
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(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S–ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall—

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(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 clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency 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 theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 70 of 87	FINAL
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(2) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained;

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

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

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK 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) Evacuation.

(1) 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.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) 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 Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 71 of 87	FINAL
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SECTION I CONTRACT CLAUSES

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting contract.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars>

Clauses Incorporated by Reference

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)

52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)

252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Oct 2015)

252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)

52.228-3 Worker's Compensation Insurance (Defense Base Act) (Jul 2014)

52.228-4 Worker's Compensation and War-Hazard Insurance Overseas (Apr 1984)

252.228-7000 Reimbursement for War-Hazard Losses (Dec 1991)

252.228-7003 Capture and Detention (Dec 1991)

252.237-7023 Continuation of Essential Contractor Services (Oct 2010)

252.237-7024 Notice of Continuation of Essential Contractor Services (Oct 2010)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)

252.245-7002 Reporting Loss of Government Property (Apr 2012)

252.245-7003 Contractor Property Management System Administration (Apr 2012)

252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 72 of 87	FINAL
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Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA Variation) (SEP 2009)

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

Item(s)			Latest Option Exercise Date
CLIN	Period	Description	
	Option 1	Labor	No later than 12 months after task order award date
	Option 1	ODC	No later than 12 months after task order award date
	Option 2	Labor	No later than 24 months after task order award date
	Option 2	ODC	No later than 24 months after task order award date

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.
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52.222-2 Payment for Overtime Premiums (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ 0 (**authorized overtime is IAW Offeror's proposal and includes prime and subcontractor burdened overtime**) or the overtime premium is paid for work –

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
 - (5) (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
 - (6) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (7) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (8) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (9) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
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52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (Aug 2009)

As prescribed in 25.301-4, insert the following clause:

Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

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

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 73 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

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

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

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

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

(3) Contractor personnel are civilians.

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

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

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

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 74 of 87	FINAL
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(e) Preliminary personnel requirements.

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

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

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

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

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

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 75 of 87	FINAL
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(g) Personnel data.

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative and/or Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

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

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

(A) Safely;

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

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

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

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

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

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

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 76 of 87	FINAL
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chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(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 place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 77 of 87	FINAL
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(ii) Humanitarian or peacekeeping operations; or

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

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

252.225-7040 Contractor Personnel Supporting 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 n 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—

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 78 of 87	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 79 of 87	FINAL
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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
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

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

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

- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
- (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
- (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
- (v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. 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’

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 80 of 87	FINAL
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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 contractor 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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 81 of 87	FINAL
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(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.dmdc.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.,

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 82 of 87	FINAL
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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.

(h) Contractor personnel.

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

(2) The Contractor shall 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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 83 of 87	FINAL
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(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.

(End of clause)

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 84 of 87	FINAL
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252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.

(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 can be obtained from PGI 225.372-1.

(End of clause)

52.244-2 Subcontracts (Oct 2010)

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

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

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds—

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

(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:

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 85 of 87	FINAL
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CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Cambridge International Systems, DRS Technologies and PTR Automation Incorporated.

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)

(a) Definitions. As used in this clause --

"Covered Subcontractor" means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items."

"Subcontract" means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under."

(b) The Contractor --

(1) Agrees not to --

- (i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration
 - (A) Any claim under title VII of the Civil Rights Act of 1964; or

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 86 of 87	FINAL
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- (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration–
 - (A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and
- (2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.
- (c) The prohibitions of this clause do not apply with respect to a Contractor's or Subcontractor's agreements with employees or independent Contractors that may not be enforced in a court of the United States.
- (d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

End of Clause

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. N00178-04-D-4024-HR05	AMENDMENT/MODIFICATION NO. 38	PAGE 87 of 87	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment J.1 - Security Form DD254 - Revision No. 2, 4 pages, dated 06 Dec 2017

Attachment J.2 - Desired Key Personnel Desired Qualifications, 1 page, undated

Attachment J.3 - eCRAFT Upload Average Bid Rates v2.2

Exhibit A - Contract Data Requirements Data (CDRL's), 4 pages, dated 24 Nov 2014

Exhibit B - Data Item Deliverable DI-MGMT-81991