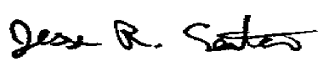


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 51	
2. CONTRACT NO. N65236-16-D-4810		3. AWARD/EFFECTIVE DATE 29-Jun-2016	4. ORDER NUMBER		5. SOLICITATION NUMBER N65236-13-R-0016		6. SOLICITATION ISSUE DATE 08-Jan-2015
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ADAM W. CHRISTOPHER			b. TELEPHONE NUMBER (No Collect Calls) 843-218-5620		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 12 Mar 2015
9. ISSUED BY US NAVY SPAWARSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-5108 ALAN.BATES@NAVY.MIL NORTH CHARLESTON SC 29419-9022 TEL: 843-218-5108 FAX: 843-218-5917		CODE N65236	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A)		NAICS: 334220 SIZE STANDARD: 750
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING DO-A7	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO AS INDICATED ON INDIVIDUAL TASK ORDERS TO BE DETERMINED NORTH CHARLESTON SC 29419-9022		CODE N65236	16. ADMINISTERED BY DCMA HAMPTON 2000 ENTERPRISE PARKWAY SUITE 200 HAMPTON VA 23666		CODE S5111A		SCD: C
17a. CONTRACTOR/OFFEROR MARSHALL COMMUNICATIONS CORP GOVERNMENT REPRESENTATIVE 20099 ASHBROOK PLACE SUITE 130 ASHBURN VA 20147-3370 TELEPHONE NO. 571-223-2010		CODE 0R470	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
					<b>\$0.00</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED <u>16-Mar-2015</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jesse Seaton / Contract Specialist TEL: 843-218-4146 EMAIL: jesse.seaton@navy.mil		31c. DATE SIGNED 29-Jun-2016	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	LOT I - Base Year C2 Systems/Equipment in accordance with Performance Work Statement	1	Lot	UNDEFINED	\$0.00

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0002	LOT I - Base Year Technical Support Services in accordance with the Performance Work Statement	1	Lot	UNDEFINED	\$0.00

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0003	LOT I - Base Year Contract Data Requirements List (CDRLS) in accordance with Exhibit A, DD Form 1423	1	Lot		NSP

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001 OPTION	LOT II - Option Year 1 C2 Systems/Equipment in accordance with Performance Work Statement	1	Lot	UNDEFINED	\$0.00

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1002		1	Lot	UNDEFINED	\$0.00
OPTION	LOT II - Option Year 1 Technical Support Services in accordance with the Performance Work Statement				

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1003		1	Lot		NSP
OPTION	LOT II - Option Year 1 Contract Data Requirements List (CDRLS) in accordance with Exhibit A, DD Form 1423				

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001		1	Lot	UNDEFINED	\$0.00
OPTION	LOT III - Option Year 2 C2 Systems/Equipment in accordance with Performance Work Statement				

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
---------	-------------------	--------------	------	------------	--------------

---

2002	LOT III - Option Year 2	1	Lot	<u>UNDEFINED</u>	<u>\$0.00</u>
OPTION	Technical Support Services in accordance with the Performance Work Statement				

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
2003	LOT III - Option Year 2	1	Lot		<u>NSP</u>
OPTION	Contract Data Requirements List (CDRLS) in accordance with Exhibit A, DD Form 1423				

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	LOT IV - Option Year 3	1	Lot	<u>UNDEFINED</u>	<u>\$0.00</u>
OPTION	C2 Systems/Equipment in accordance with Performance Work Statement				

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3002	LOT IV - Option Year 3	1	Lot	<u>UNDEFINED</u>	<u>\$0.00</u>
OPTION	Technical Support Services in accordance with the Performance Work Statement				

FFP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3003		1	Lot		NSP
OPTION	LOT IV - Option Year 3 Contract Data Requirements List (CDRLS) in accordance with Exhibit A, DD Form 1423				
FFP					

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001		1	Lot	UNDEFINED	\$0.00
OPTION	LOT V - Option Year 4 C2 Systems/Equipment in accordance with Performance Work Statement				
FFP					

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
4002		1	Lot	UNDEFINED	\$0.00
OPTION	LOT V - Option Year 4 Technical Support Services in accordance with the Performance Work Statement				
FFP					

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
---------	-------------------	--------------	------	------------	--------------

---

4003		1	Lot	NSP
OPTION	LOT V - Option Year 4 Contract Data Requirements List (CDRLS) in accordance with Exhibit A, DD Form 1423			

---

FFP

CONTINUATION SHEET

**The cumulative total for all delivery orders issued pursuant to all multiple award contracts issued under solicitation N65236-13-R-0016 will not exceed \$750,000,000.**

**The guaranteed minimum amount is \$1,190.00. No funding above the minimum guarantee is assured. Upon receipt of a delivery order with an effort equal to or in excess of the guaranteed minimum, the guaranteed minimum shall be considered satisfied.**

**The funding to meet the minimum guarantee will be provided with the issuance of Delivery Order 9999, which is issued concurrently with the contract. The sole purpose of this order is to obligate the minimum guarantee under the basic contract. The contractor is not authorized to perform work, nor submit invoices against this order. The obligated amount of this delivery order will be de-obligated once the minimum guarantee is met by issuance of delivery order(s) with effort equal to or greater than the minimum guarantee stated herein.**

**Representations and certifications are incorporated into the contract by reference.**

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government

4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 29-JUN-2016 TO 28-JUN-2017	N/A	AS INDICATED ON INDIVIDUAL TASK ORDERS TO BE DETERMINED  NORTH CHARLESTON SC 29419-9022 TO BE DETERMINED FOB: Destination	N65236
0002	POP 29-JUN-2016 TO 28-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
0003	POP 29-JUN-2016 TO 28-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1001	POP 29-JUN-2017 TO 28-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1002	POP 29-JUN-2017 TO 28-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1003	POP 29-JUN-2017 TO 28-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2001	POP 29-JUN-2018 TO 28-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2002	POP 29-JUN-2018 TO 28-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2003	POP 29-JUN-2018 TO 28-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3001	POP 29-JUN-2019 TO 28-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3002	POP 29-JUN-2019 TO 28-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3003	POP 29-JUN-2019 TO 28-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236



4001	POP 29-JUN-2020 TO 28-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4002	POP 29-JUN-2020 TO 28-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4003	POP 29-JUN-2020 TO 28-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.223-11	Ozone-Depleting Substances	MAY 2001
52.245-1	Government Property	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7018	Supply Chain Risk	NOV 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

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

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

X (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through one year thereafter, unless terminated or extended in accordance with the provisions herein.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00); or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on



the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the expiration of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	


(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items.

Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, \*\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

#### **\*\* TBD at Delivery Order Level**

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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://farsite.hill.af.mil/>  
<http://acquisition.gov/far/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to

ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA	.....	.....

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA	.....	.....
0002.....	Monitor.....	20	EA	.....	.....

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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

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

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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

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

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

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

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

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

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

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

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

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

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

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

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

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

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

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

Contract line, subline, or exhibit line item No.	Item description
.....	.....

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

Contract line, subline, or exhibit line item No.	Item description
.....	.....

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

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

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*



- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

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

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

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

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

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

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

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

(End of clause)

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

(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).

Combo

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

\* To be determined at the delivery order level.

(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

Issue By DoDAAC	N65236
Admin DoDAAC	S5111A
Inspect By DoDAAC	N65236
Ship To Code	**
Ship From Code	**
Mark For Code	**
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N65236
Accept at Other DoDAAC	**
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	**

---

\*\* To be determined at the task order level.

(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

\*\* To be determined at the task order level.

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

Robin Turner, [robin.turner2@navy.mil](mailto:robin.turner2@navy.mil) or 843-218-4486

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

(End of clause)

#### 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2013)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(a) 252.223-7008, Prohibition of Hexavalent Chromium (MAY 2011), if the subcontract is for supplies, maintenance and repair services, or construction materials.

(b) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (MAR 2013) (10 U.S.C. 2533b), if flow down is required in accordance with paragraph (e) of DFARS clause 252.225-7009.

(c) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383), if the subcontract will be performed in areas of contingency operations, complex contingency operations, or other military operations or exercises designated by the Combatant Commander.

(d) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)), if flow down is required in accordance with paragraph (e) of DFARS clause 252.227-7015.

(e) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)), if the subcontract or supplier at any tier requires the delivery of technical data.

(f) 252.236-7013, Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (JAN 2009) (Pub. L. 110-329, Division E, Section 108), if the subcontract involves the acquisition of steel as a construction material.

(g) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84), if the subcontract may require subcontractor personnel to interact with detainees in the course of their duties.

(h) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375), if the subcontract may require subcontractor personnel to interact with detainees in the course of their duties.

(i) 252.246-7003, Notification of Potential Safety Issues (JAN 2007), if flow down is required in accordance with paragraph (f) of DFARS clause 252.246-7003.

(j) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631), if flow down is required in accordance with paragraph (h) of DFARS clause 252.247-7023.

(k) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631), if flow down is required in accordance with paragraph (b) of DFARS clause 252.247-7024.

(End of clause)

#### 252.247-7023 Transportation of Supplies by Sea (JUN 2013)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a

reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is

entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs		
Attachment 1	DD254		

PWS

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

**SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT**

Work under this contract shall be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein shall be referred to as Performance Work Statement (PWS):

**1.0 PURPOSE**

1.1 BACKGROUND

SPAWARSCEN ATLANTIC (SSC LANT) is a Navy Working Capital Fund (NWCF) Engineering Center that supports a wide variety of DoD and other Federal agencies based on respective mission requirements. The primary mission is to enable knowledge superiority for the Joint Warfighter through the development, acquisition, and life cycle support of effective, integrated Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR) capabilities. As a primary objective of this mission, SSC LANT must deliver “speed-to-capability” in support of the DoD.

Equipment identified in this contract will support SSC LANT in providing Commercial Off-The-Shelf (COTS) equipment to DoD and Federal Civilian Agencies that will meet existing and future mission support requirements. Delivery orders will be competed among basic contract MAC awardees and describe the types and quantities of C2 equipment, software and hardware licenses/maintenance associated with COTS Equipment not available via mandatory sources, renewals for software and hardware licenses/maintenance not available via mandatory sources, warranties, and incidental support required in support of respective Sponsors. Equipment descriptions will be made in terms of performance based specifications, brand name or equal or brand name only requirements. Delivery order award determinations may be made on a lowest priced technically acceptable basis or a best value trade-off basis where performance and/or delivery schedule and price comparisons are made. In the event that better pricing is available for specific items across different contractor’s proposals, the Government may split delivery order awards among offers to pick and choose the best price of individual items.

1.2 SCOPE

The scope of this contract includes the procurement and delivery of relevant Command and Control (C2) Commercial Off-The-Shelf (COTS) equipment, software and hardware licenses/maintenance associated with COTS Equipment not available via mandatory sources, renewals for software and hardware licenses/maintenance not available via mandatory sources, warranties, associated incidental services and all associated documentation necessary to perform the SPAWAR mission. Tasking shall include the following:

- Equipment/System/Supply Procurement (PWS Para 3.1)
- Program Management (PWS Para 3.2)
- Technical Support Services (PWS Para 3.3)
- Warranty Tracking (PWS Para 3.4)

NOTE: Work will not be performed Iraq, Afghanistan, Kuwait, and Pakistan.

**2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)**

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

**2.1 REQUIRED DOCUMENTS**

The following documents are part of this PWS and are mandatory for use. Unless otherwise specified, the document’s effective date of issue is the date on request for proposal. Additional applicable documents may be included in specific task/delivery orders.

	<b>Document Number</b>	<b>Title</b>
a.	DoDD 8500.1	DoD Directive – Information Assurance
b.	DoDI 8500.2	DoD Instruction – Information Assurance (IA) Implementation
c.	SPAWARINST 4440.12	Management of Operating Materials and Supplies (OM&S), Government Furnished Property (GFP), Contractor Acquired Property (CAP), Property, Plant and Equipment (PP&E), and Inventory
d.	NAVSUP P-723	Navy Inventory Integrity Procedures, April 2012
e.	DoDI 8510.01	DoD Information Assurance Certification and Accreditation Process, 28 Nov 07
f.	SECNAVINST 5239.3B	DoN Information Assurance Policy, 17 Jun 09
g.	SPAWARINST 5721.1B	SPAWAR Section 508 Implementation Policy, 17 Nov 09

**2.2 GUIDANCE DOCUMENTS**

The following documents are part of this PWS and are to be used as guidance. Unless otherwise specified, the document’s effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific delivery orders.

	<b>Document Number</b>	<b>Title</b>
a.	ISO/IEC 15408	Information Technology – Security Techniques. Evaluation criteria for IT security
b.	DoD MIL-STD-130N	Identification Marking of U.S. Military Property,



	<b>Document Number</b>	<b>Title</b>
c.		Under Secretary of Defense Memo Radio Frequency Identification (RFID), July 30, 2004
d.	SECNAVINST 4440.34	Secretary of the Navy Instruction – Implementation of Item Unique Identification within the DoN, dtd 22 Dec 09
e.	DoDI 4161.02	Accountability and Management of Government Contract Property, Apr 27,2012
f.	DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
g.	[N/A]	SSC Atlantic OCONUS Travel Guide portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide</a>
h.	SPAWARSYSCENL ANTINST 12910.1A	Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09
i.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS), of 20 Dec 10

### 2.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents. Specifications and commercial/industrial documents may be obtained from the following sources:

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

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

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

### 3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all the required supplies and services that shall be required throughout the life of the contract. The contractor shall provide necessary resources with knowledge to support the listed tasks. Specific objectives shall be dependent on the basic contract and the delivery order (DO) written against the basic contract. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 14 Apr 12, the contractor shall, ensure proper notification and status updates of installation work performed outside of SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

#### 3.1 SYSTEMS AND EQUIPMENT

As required by each DO, C2 equipment/systems/supply shall be procured and delivered by the contractor. All items shall conform to applicable product validation, security, identification, and tracking requirements. Those contractors whose products do not meet the required validation, security, identification, and tracking requirements shall not be considered for award.

The contractor shall provide the equipment, accessories (including software/hardware licensing, software/hardware maintenance, and warranties), and all associated documentation such as: operator/maintenance manuals, technical specifications, parts lists, drawings, installation instructions, etc. (CDRL A001). Each DO request shall specify the specific equipment/system/supply performance requirements or brand name product and the minimum delivery schedule for each item ordered. The following list provides a minimum representation of the categories that shall be made available as relevant C2 products, solutions, and systems under this contract. The categories listed are NOT all inclusive, but provide a representation of the various types of C2 products that the Government anticipates requirements for under this contract.

- # C2 Equipment Types (non-exclusive)
- a. Video Systems
- b. Imagery Systems
- c. GPS Equipment
- d. Intelligence Support Systems
- e. Intercom Systems
- f. Tracking Systems
- g. Tactical Displays
- h. Tactical LAN Equipment
- i. Tactical Processors
- j. Tactical Information Receiving/Transmitting Systems
- k. Tactical Servers
- l. Tactical Terminals
- m. Tactical Video Systems
- n. Tactical Workstations
- o. Announcing and Notification Systems
- p. Associated Accessories
- q. Associated Chassis, Mounting Enclosures and Shelters
- r. Associated Power Supply Equipment
- s. Associated Installation Equipment

### 3.1.1 Product Validation

The contractor shall certify that it is authorized to offer manufacturer products as of the date of the submission of delivery order offer, and that it has the certification/specialization level required by the manufacturer to support both the product sale and product pricing, in accordance with the applicable manufacturer certification/specialization requirements. Unless otherwise specified, the contractor shall warrant that the products are new, in their original box. The contractor shall obtain all manufacturer products submitted in delivery order offers from authentic manufacturers or through legal distribution channels only, in accordance with all applicable laws and policies at the time of purchase. The contractor shall provide the Government with a copy of the End User license agreement, and shall warrant that all manufacturer software is licensed originally to the Government as the original licensee authorized to use the manufacturer software. This information shall be tracked and available for government review as needed.

### 3.1.2 Information Assurance/Computer Security Requirements

The contractor shall ensure that all products selected and procured that impact Information Assurance (IA) will be selected from the NIAP Validated Products List. The products chosen will be based on the appropriate Evaluated

Assurance Level (EAL) for the network involved, and utilized in accordance with latest Defense Information Systems Agency (DISA) policy at time of order.

### 3.1.3 Item Unique Identification (IUID) and Radio Frequency Identification (RFID)

The contractor shall ensure that all equipment with a unit cost over \$5,000 (or less if specified in individual delivery orders) is labeled with a unique identification number, or Unique Identifier (UID), in accordance with reference documents 2.2.b and 2.2.d. prior to delivery to the Government. If specified in individual delivery orders, the contractor shall provide Radio Frequency Identification (RFID) in accordance with applicable document 2.2.c.

### 3.1.4 Product/Item Tracking

In accordance with FAR 52.245-1, the contractor shall create and maintain records of all government property accountable to the contract, including Government-furnished and Contractor-acquired property. Each item ordered and delivered shall be included in an item tracking report (CDRL A002). At a minimum, the report shall track the following information: item description, order date, serial number, model number, lot number, delivery location, shipping information, and the manufacturer warranty period and expiration date, if applicable. This tracking information shall be available electronically and shall have the ability to be sorted and manipulated by any of the input fields. The government shall own all data rights to the collected information.

## 3.2 PROGRAM MANAGEMENT

The contractor shall provide program management support at the contract level. Regardless of the level of support, the ultimate objective is ensuring the Government's requirements are met on schedule and within agreed upon cost.

## 3.3 TECHNICAL SUPPORT

Incidental to procuring equipment/systems, the contractor shall be capable of providing the following support services as required.

### 3.3.1 Maintenance, Evaluation & Repair

This type of work entails, at a minimum, the following: maintenance, overhaul, troubleshooting, and repair of a system and/or equipment procured via delivery order against this contract. Maintenance support work may or may not involve traveling. Contractor personnel shall be highly experienced in electronic systems and familiar with the particular system, unless otherwise stated in the delivery order.

### 3.3.2 Equipment Configuration, Integration, Packaging, Kitting, and Install

In accordance with individual delivery orders, the contractor shall configure, integrate, package, kit and install equipment to meet requirements for the intended application in situations where the equipment does not come preconfigured from the manufacturer, or if integrated or setup by anyone other than a designated manufacturer's representative would void the manufacturer's warranty.

### 3.3.3 Training

In accordance with individual delivery orders, the contractor shall provide factory or onsite training for the equipment provided. Cost shall include all required travel, training materials, and labor for the allotted time as specified on each delivery order.

### 3.3.4 Upgrade Kits

In accordance with individual delivery orders, the contractor shall upgrade existing equipment covered under warranty that is outdated or otherwise obsolete based on evolving technology. This will include upgrade services for sending equipment back to the factory as required for provisioning.

### **3.4 WARRANTY TRACKING OF SERIALIZED ITEMS**

3.4.1 As specified in DFARS 252.246-7006 and CDRL A003 Attachment – Instructions for Electronic Submission of Warranty Tracking and Administration Information for Serialized Items, the contractor shall follow the requirements for any serialized item manufactured or acquired that come with a warranty:

3.4.1.1 For government specified warranty terms, the government will complete certain fields on the Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) form and electronically forward them to contractor. The contractor shall complete the remaining sections of the WTI and WSRI and forward the forms (CDRL A003) to the Contracting Officer and Originator at time of delivery of the warranted serialized item(s).

3.4.1.2 For contractor/vendor specified warranty terms, the contractor shall complete all data elements for both the WTI and WSRI and shall forward the forms (CDRL A003) electronically to the originator. The WTI shall be returned to the Contracting Officer and Originator at contract/DO award. The WSRI shall be returned to the Contracting Officer and Originator at contract/DO award or at time of delivery of the warranted serialized item(s).

3.4.1.3 For receipt and acceptance of items, the contractor shall comply with the following requirements:

(a) If the WTI and WSRI are submitted manually (as a PDF file), the contractor shall forward documents to the Originator for review. As required, contractor shall forward approved documents to government personnel responsible for posting the forms to Electronic Data Access (EDA).

(b) If utilizing Wide Area Work Flow (WAWF), the contractor shall ensure that the required warranty data is electronically submitted using the Contract Data Requirements List (CDRL) exhibit line item number (ELIN) functionality for the WAWF Materiel Inspection and Receiving Report or WAWF Repairable Receiving Report, as applicable.

3.4.1.4 When an item has failed, the contractor will determine if the item is still under warranty. If the item is under warranty, the contractor shall obtain a Return for Maintenance Authorization (RMA) number and instructions on how to get the product repaired or replaced. The contractor shall provide the government a copy of the warranty information tracking log as an attachment to the monthly status report (CDRL A005).

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

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

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

4.1.1 Ensure that no production systems are operational on any RDT&E network.

4.1.2 Follow DoDI 8510.01 of 28 Nov 2007 when deploying, integrating, and implementing IT capabilities.

4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.

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

4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 28 Nov 2007 prior to integration and implementation of IT solutions or systems.

### **4.2 ACQUISITION OF COMMERCIAL SOFTWARE PRODUCTS, HARDWARE, AND RELATED SERVICES**

Contractors purchasing commercial software products, hardware, and related services shall ensure they procure items from approved sources as directed in the latest DoN and DoD policies. Contractors shall not provide counterfeit or black market items to fulfill any order against this basic contract. Contractors that are authorized to use Government supply sources per FAR 51.101, shall as directed in DoN Memorandum – Mandatory use of DoN Enterprise Licensing Agreement (ELA) dtd 22 Feb 12 verify if the product is attainable through DoN ELAs and if so, procure that item in accordance with appropriate ELA procedures. If an item is not attainable through the DoN ELA program, contractors shall then utilize DoD Enterprise Software Initiative (ESI) program (see DFARS 208.74) and government-wide SmartBuy program (see DoD memo dtd 22 Dec 05). Any item purchased outside these programs shall require approved waivers as directed in the applicable program. Software requirements will be specified at the delivery order level.

#### 4.3 SECTION 508 COMPLIANCE

The contractor shall ensure that all software procured and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and as directed in SPAWARINST 5721.1B of 17 Nov 2009. In accordance with FAR 39.204, this requirement does not apply to contractor acquired software that is incidental to the task, software procured/developed to support a program or system designated as a National Security System (NSS) or if the product is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

### 5.0 CONTRACT ADMINISTRATION

#### 5.1 CONTRACT LIAISON

The contractor shall assign a single point of contact, also known as the Program Manager (PM), who shall work closely with the government Contracting Officer, Contract Resource Manager (CRM), and Procurement Originator. The PM shall be ultimately responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule.

For delivery orders that require support services, the PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve delivery order proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and resource and facility security. In support of open communication, the Contractor shall have, unless otherwise directed, periodic monthly meetings with the Originator and/or the government Project Engineer (PE). The contractor is cautioned to avoid private discussions with technical codes and on specific requirements prior to award of orders. Any information gained during such a discussion that provides an unfair competitive advantage to the contractor will disqualify contractors from submitting proposals for that specific requirement. When delivery orders involve multiple delivery dates or backorders over 60 days, the PM shall initiate periodic reviews with the cognizant Government Project Engineer. Inadequate contract management support can adversely affect a contractor's annual performance rating in the Governments Contractor Performance Assessment Reporting System (CPARS).

#### 5.2 CONTRACT MONITORING AND MAINTENANCE

Prior to delivery order award, the contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the DO award process. To address urgent requirements, the contractor shall have processes established in order to provide all necessary documentation and resources any time during the day in order to facilitate a timely Delivery order (DO) award or modification.

##### 5.2.1 Contract Administration Documentation

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

#### 5.2.1.1 Contract Status Report (CSR)

Contract Status Reports (CDRL A004) shall be developed and submitted monthly at least 30 days after contract award on the 10<sup>th</sup> of each month. The contract status report shall be provided to the Originator; see DD1423 for additional reporting details.

#### 5.2.1.2 Delivery Order Status Report (DOSR)

Delivery Order Status Reports (CDRL A005) shall be developed and submitted monthly, weekly, and/or as required as cited in the requirements of each delivery order. The DOSR include the following variations of reports:

- (a) Monthly DOSR – A monthly DO status report shall be provided to the Originator. Commencing one full month after the DO award date, DO status reports shall be submitted no later than the 10<sup>th</sup> of each month. The delivery order status report shall be provided to the Originator; see DD1423 for additional reporting details.
- (b) Weekly DOSR – As required, a Weekly DO Status Report shall be emailed to the Originator no later than close of business (COB) every Friday. The first report shall be required on the first Friday following the first full week after the DO award date. The initial report shall include a projected Plan Of Action and Milestones (POA&M). The weekly status report shall, as a minimum, include the following items and data:
  1. Percentage of delivery completed
  2. Updates to the POA&M and narratives to explain any variances
- (c) Data Calls – As required, a data call report shall be emailed to the DO Originator within six working hours of the request. All information provided shall be the most current. Cost and funding data shall reflect real-time balances. Report shall account for all planned, obligated, and expended charges. The report shall include, as a minimum, the following items and data:
  1. Percentage of deliveries completed (by contract and delivery order level)
  2. Updates to the POA&M and narratives to explain any variances

#### 5.2.1.3 Delivery Order Closeout Report

Every Delivery Order (DO) shall require a closeout report (CDRL A006), which is due no later than 30 days after the DO completion date. The DO closeout report shall be provided to the Contracting Officer, Originator, Contract Resource Manager, and Accountable Property Official; see DD1423 for reporting details.

#### 5.2.1.4 WAWF Invoicing Notification and Support Documentation

In accordance with contract clause 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using Wide Area Work Flow (WAWF) which is a secure government Web-based system for electronic invoicing, receipt, and acceptance. The contractor shall provide e-mail notification to the Originator when payment requests are submitted to the WAWF. As requested by the Originator, the contractor shall provide a soft copy of the invoice and any supporting documentation in order to assist the Originator in validating the invoiced amount against the products/services provided during the billing cycle. As applicable, the contractor shall forward copies of invoices to the Originator immediately after submittal of WAWF payment request. For supplemental supporting documentation, the contractor shall forward to the Originator within 24 hours from initial time of request.

## 6.0 QUALITY

### 6.1 QUALITY SYSTEM

Upon contract award, the prime contractor shall have and maintain a quality assurance process that meets contract requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor's internal auditing system. Thirty (30) days after contract award, the contractor shall provide to the government a copy of its Quality Assurance Plan (QAP) and any other quality related documents (CDRL A009) as required in the DO. The quality system shall be made available to the government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this contract may continue to be used. The

contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan and development of quality related documents as needed. At a minimum, the contractor's quality system shall meet the following key criteria:

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

## 6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

### 6.2.1 General

The contractor shall have processes in place that shall coincide with the government's quality management processes. As required, the contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the contractor shall also support and/or participate in event-driven milestones and reviews as stated in the Defense Acquisition University's (DAU's) DoD Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management System Chart which is incorporates multiple DoD directives and instructions – specifically DoDD 5000.01 and DoDI 5000.02. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC Atlantic that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although having a formal CMMI appraisal is desired, it is not required

## 6.3 QUALITY ASSURANCE

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

## 6.4 QUALITY CONTROL

The contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the contractor shall submit related quality objective evidence upon request. Quality objective evidence (CDRL A009) shall include any of the following as applicable:

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

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

## 6.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Contractor Performance Assessment Reporting System (CPARS), a Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A007) shall be required monthly regardless of delivery order requirements.

## 7.0 DOCUMENTATION AND DELIVERABLES

### 7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. The Exhibit/Attachment Table of Contents Section includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the base contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task.

CDRL #	Description	PWS Reference Paragraph
A001	Technical Data	3.1
A002	Item Tracking Report	3.1.4
A003	Warranty Tracking and Administration for Serialized Items	3.4
A004	Contract Status Reports (CSR)	5.2.1.1
A005	Delivery Order Status Reports	5.2.1.2
A006	Delivery Order Closeout Reports	5.2.1.3
A007	Contractor CPARS Draft Approval Document (CDAD) Report	6.3
A008	OCONUS Deployment Reports	12.4
A009	Quality Documentation	6.1, 6.4

### 7.2 ELECTRONIC FORMAT

At a minimum, the Contractor shall provide deliverables electronically by email; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative.

### 7.3 INFORMATION SYSTEM

#### 7.3.1 Electronic Communication

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

#### 7.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system utilized on contract. Unclassified DoD information shall only be disseminated within the scope



of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

#### 7.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.

NOTE: Thumb drives are not authorized for DOD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." Solutions shall meet FIPS 140-2 compliance requirements.

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

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

(j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(k) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

#### 7.3.2.2 Compliance

The contractor shall include in their quality processes procedures that are compliant with information security requirements.

## 8.0 SECURITY

### 8.1 ORGANIZATION

#### 8.1.1 Classification

As specified in clause 5252.204-9200, there is a potential for classified work being performed under this contract. Prior to commencement of classified work, the contractor shall have a SECRET facility security clearance (FCL). Clearance is required to access classified areas and perform tasking set forth in paragraph 3.3 of this Performance Work Statement.

#### 8.1.2 Security Officer

The contractor shall appoint a Security Officer to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The Security Officer shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is part of Attachment 1 of CSR (CDRL A004) – applicable Staffing Plan sheets include: Security Personnel Tracking sheet, CAC SPAWAR Badge Tracking sheet, Mandatory Training Sheet, and IAWF Personnel sheet.

### 8.2 PERSONNEL

The contractor shall conform to the security provisions of DoD 5220.22M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD-8570.01M/DoD-8140, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, the Contractor shall ensure their personnel possess and can maintain security clearances at the appropriate level(s), and are certified/credentialed for the Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF), as applicable. At a minimum, the contractor shall validate that the background information provided by their employees charged under this contract is correct, and the employee shall hold a minimum of a trustworthy determination. *Cost to meet these security requirements is not directly chargeable to delivery order.*

NOTE: If a final determination is made that an individual does not meet the minimum standard for a Position of Trust (SF 85P) (National Agency Check with Inquires (NACI) or Moderate Risk Background Investigation (MBI)), then the individual shall be permanently removed from SSC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a security clearance is "denied" for a clearance or receives an "Interim Declination" that individual shall be removed from SSC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on task and contract.

#### 8.2.1 Personnel Clearance

Some personnel associated with this contract shall possess a SECRET clearance. These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as required. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the Defense Industrial Security Clearance Office (DISCO) and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as required by DoDD 8500.1, Information Assurance and DoDI 8500.2, Information Assurance (IA) Implementation. Any future revision to the respective directive and instruction shall be applied to the DO level as required. Contractor personnel shall handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations. Any security violation shall be reported immediately to the respective Government Project Manager.

## 8.2.2 Access Control of Contractor Personnel

### 8.2.2.1 Physical Access to Government Facilities and Installations

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

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. The Contractor shall initiate and submit a request for visit authorization to the COR in accordance with DoD Manual 5220.22M (NISPOM) not later than one (1) week prior to visit – timeframes may vary at each facility/installation. For admission to SPAWARSYSCEN Atlantic facilities/installations, a visit request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, visit request documentation shall be forwarded directly to the on-site facility/installation security office (to be identified at delivery order level) via approval by the COR.

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

(c) As required, a temporary or permanent automobile decal for each contractor personnel may be issued. The contractor assumes full responsibility for the automobile decal and shall be responsible for the return and/or destruction of the automobile decal upon termination of need or of personnel.

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

### 8.2.2.2 Identification and Disclosure Requirements

As required in DFARS 211.106, Contractors shall take all means necessary to not represent themselves as government employees. All Contractor personnel shall follow the identification and disclosure requirement as specified in clause 5252.237-9602.

### 8.2.2.3 Government Badge Requirements

As specified in contract clause 5252.204-9202, some contract personnel shall require a government issued picture badge. While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel as required. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF85P for CAC card) to the applicable government security office via the contract COR. The contractor's appointed Security

Officer, which is required in clause 5252.204-9200, shall track all personnel holding local government badges at contract or DO level.

#### 8.2.2.4 Common Access Card (CAC) Requirements

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

(a) In accordance with Directive-Type Memorandum (DTM-08-003), issuance of a CAC will be based on the following four criteria:

1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel’s access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Contractor Verification System (CVS).
3. completion of background vetting requirements according to FIPS PUB 201-1 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Personnel requiring a CAC under SSC Atlantic shall contact the SSC Atlantic Security Office to obtain the latest requirements and procedures.
4. verification of a claimed identity – all personnel will present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list shall be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC shall have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory IA Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract’s specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual IA training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SSC Atlantic Information Assurance Management (IAM) office:

1. For annual DoD IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SSC Atlantic IAM office at phone number (843)218-6152 or email questions to [ssc0lant\\_iam\\_office.fcm@navy.mil](mailto:ssc0lant_iam_office.fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.
2. For SAAR-N form, the contract shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SSC Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms shall be routed to the IAM office via encrypted email to [ssclant\\_it\\_secmtg@navy.mil](mailto:ssclant_it_secmtg@navy.mil).

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

Contractor personnel shall not access the Navy Enterprise Resource Planning (Navy ERP) system.

#### 8.2.2.6 Personnel Check-in and Check-out Procedures

All SSC Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access shall be in compliance with the most current revision of Check-in and Check-out Procedures for Contractors applicable to the facility cited in SPAWARSYSCENCHASNINST 12900.1A. At contract award throughout contract completion, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this contract within the required timeframe as cited in the Check-in and Check-out instructions. As required, contractor employees shall complete and route the most current revision of the Check-in list (SPAWARSYSCENLANT 12900/6) or Check-out list (SPAWARSYSCENLANT 12900/7) as applicable. Contractor's Security Officer shall ensure all contractor employees whose services are no longer required on contract return all applicable government documents/badges to the appropriate government representative.

#### 8.2.3 Security Training

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

#### 8.2.4 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government Contracting Officer.

### 8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

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

#### 8.3.1 Local and Internal OPSEC Requirement

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

#### 8.3.2 OPSEC Training

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

#### 8.3.3 SSC Atlantic OPSEC Program

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

#### 8.3.4 Classified Contracts

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

### 8.4 DATA HANDLING AND USER CONTROLS

#### 8.4.1 Data Handling

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

#### 8.4.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references. Compliance with Para 7.3.2.1, Data-at-Rest, is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

## 9.0 CONTRACTOR FACILITIES

The contractor's facility shall not present a hardship to complete work required on contract. Real time communication shall be available and no specific facility location is required.

## 10.0 CONTRACT PROPERTY ADMINISTRATION

### 10.1 PROPERTY TYPES

Contract property can either be intangible (i.e., intellectual property and software IAW FAR Part 27) or tangible (i.e., government property IAW FAR Part 45). The contractor shall have established property management procedures and an appropriate property management point of contact who shall work with the assigned Government Property Administrator (PA) to ensure their property management system is acceptable. This contract will have the following property in support of the tasking requirements in PWS Para 3.0.

#### 10.1.1 Intangible Property – Intellectual/Software

##### 10.1.1.1 Government Furnished Information (GFI)

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on the document, certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) shall require addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory shall be limited to need-to-know and returned at completion of the contract/delivery order. GFI and its estimated delivery date will be identified at delivery order level.

#### 10.1.2 Tangible Property – Government Property (GP)

Government property shall be utilized on contract which includes all property owned or leased by the Government. Government property consists of Government-furnished property (GFP) and Contractor-acquired property (CAP). Under this contract, the following government property shall be applicable:

#### 10.1.2.1. Government-furnished Property (GFP)

As defined in FAR Part 45, Government-furnished property (GFP) is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. GFP includes the following:

- (a) Government-Furnished Equipment (GFE) – Property, Plant and Equipment (PP&E) including Special Test Equipment and Special Tool that are provided to produce an end product;
- (b) Government-Furnished Material (GFM) – Operating Material and Supplies (OM&S) which are consumed or expended during the performance of a contract;
- (c) Real Property – buildings/structures, computer workstations/laptops, etc. utilization of government facilities

GFP shall be identified at delivery order level using the latest approved government forms for Scheduled GFP (SGFP) and Requisitioned GFP (RGFP).

#### 10.1.2.2 Contractor-acquired Property (CAP)

As defined in FAR Part 45, Contractor-acquired property (CAP) is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title. CAP includes the following:

- (a) Contractor Acquired Equipment (CAE) – Property, Plant and Equipment (PP&E) which includes equipment, machine tools, test equipment, etc.
- (b) Contractor Acquired Material (CAM) – Operating Material and Supplies (OM&S) which includes materials purchased by the contractor that will be incorporated into, or attached to a deliverable end item or that may be consumed or expended in performing a DO.

CAP shall be identified at the delivery order level.

## 10.2 TRACKING AND MANAGEMENT

### 10.2.1 Contractor Property Management System

In accordance with FAR clause 52.245-1 and DFARS clause 252.245-7003, the contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the government contract Property Administrator. The contractor's property management system shall adhere to the applicable prescribed requirements in FAR clause 52.245-1.

### 10.2.2 Property Transfer between Government and Contracts

Contractors shall not take receipt or transfer custody of any government property without possessing contractual authority; i.e., item specifically is listed in the basic contract or delivery order level. Per DoDI 4161.02, the government will utilize electronic transaction when transferring GFP to the contractor (specified by contract number) and upon return of the property to the government. The contractor shall use WAWF to receipt property transfer or use Defense Logistics Management System (DLMS) standard logistics transaction set 527R to provide materiel receipt acknowledgement. An applicable contract number shall be cited to property track property shipments.

Note: If electronic receipt is not available, at a minimum, the transfer of property shall not occur without proper paperwork; e.g., Requisition and Invoice/Shipping Document (DD1149) or COMSEC Material Report (SF153).

### 10.2.3 GFP Tagging and Item Unique Identification (IUID) Registry

In accordance with DFARS clause 252.245-7001, contractor shall tag, label, or mark all GFP items not previously tag, labeled, or marked. In accordance with DFARS clause 252.211-7007, the contractor shall ensure applicable Government Furnished Property (GFP) is identified in the DoD Item Unique Identification (IUID) Registry and its integral GFP Module. After a contractor takes possession of GFP, the contractor shall update designate the item as GFP in the IUID Registry. If the item cannot be found in the IUID registry, the contractor shall enter the item. When GFP is returned to the government at the completion of the contract/delivery order, the contractor shall update the IUID registry Custody status. If the GFP item is consumed, destroyed, scrapped, lost, or abandoned during the contract/DO performance, the contractor shall update the item's status and annotate that it has been disposed.

10.2.3.1 IUID Reporting Criteria. Per DFARS 252.211-7003, the contractor shall ensure GFP acquired items that are serialized and/or with a unit cost equal to or exceeding \$5,000 are subject to Item Unique Identification (IUID) Registry Requirements. Contractor shall verify with government if questionable GFP items with an acquisition cost less than \$5,000 require an item unique identification or a DoD recognized unique identification equivalent. Exceptions to IUID requirements will be determined by the government.

10.2.3.2 Exception to IUID Reporting Criteria. As cited in 245.102, CAP is one of the listed GFP items that do not required to be tagged, labeled, or marked as GFP; however, if any CAP is returned to the government, the contractor shall appropriately tag it and enter it into the IUID registry or other specified government inventory system.

### 10.2.4 Government Property Records

In accordance with FAR 52.245-1, contractors and any subcontractors if applicable shall be responsible for establishing and maintaining records of Government Property in their possession – this includes GFP and CAP. For GFP only, the contractor shall ensure that items designated as Special Tooling (ST) and Special Test Equipment (STE) are correctly annotate in the SPAWAR approved GFP central Automated Information System (AIS). The contractor shall work with the COR and designated contract Property Administrator to maintain adequate GFP records which shall be forwarded as required to SPAWAR 4.0 for centralization. As required, the GFP and CAP lists shall be submitted for review as part of the DOSR (CDRL A005).

### 10.2.5 CAP Warranty Tracking

Contractors shall track purchasing of all CAP internally within their inventory system. In accordance with DFARS 252.246-7006, contractors shall track warranty information for all CAP items serialized with an UIID in the WAWF as specified in PWS Para 3.4. Contractor records are subject to Government review at any time.

## 10.3 TRANSFERRING ACCOUNTABILITY

Government property cannot be transferred between contracts or delivery orders unless approval is obtained from the Contracting Officer, proper identification/tracking is maintained, and modifications are issued to both affected contracts/delivery orders. Contractor shall ensure they have all necessary documentation required for authorized transfer of property from one contract/delivery order to another. Transfer documentation shall specify the type, quantity and acquisition cost of each item being transferred. For CAP that is transferred to another contract/delivery order, the items shall be considered GFP when retained by a contractor for continued use.

## 10.4 LOST OR DAMAGED ITEMS

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

## 10.5 INVENTORY DISPOSITION

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



When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. This list shall be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

When GFP and CAP are specific to a single delivery order, a final inventory reporting list shall be included in the DO Closeout Report (CDRL A006). At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the government property administrator.

## 10.6 PERFORMANCE EVALUATION

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

## 11.0 SAFETY ISSUES

### 11.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

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

#### 11.1.1 Performance at government facilities

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, the contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

### 11.2 SAFETY EQUIPMENT

All personnel safety equipment required to perform work under this contract shall be provided by the contractor and must be in satisfactory working order. Personal safety equipment shall include, but not be limited to -- hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

### 11.3 SAFETY TRAINING

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

## 12.0 TRAVEL

### 12.1 LOCATIONS

The majority of the work under this contract shall be performed at the contractor's facility. Incidental services will be performed at SSCLANT and other locations in accordance with individual delivery orders. Any necessary travel shall be performed in accordance with clause 5252.231-9200. As specified at the delivery order level, travel shall be required by specific personnel, and the contractor shall be prepared to travel, at a minimum, to the following locations:

- 1) Navy and Marine Corps shore facilities worldwide (CONUS and OCONUS)
- 2) Antarctica
- 3) Southwest Asia (potential Hostile areas)
- 4) Other sovereign and foreign government and commercial facilities

Note: Travel specifically to Iraq or Afghanistan shall not be performed under this contract.

## 12.2 OCONUS IMMUNIZATION REQUIREMENTS

As specified in each delivery order, the contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Contractor employees who deploy to locations that require immunizations shall do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSYSCENLANTINST) 12910.1.

## 12.3 LETTER OF AUTHORIZATION

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

## 12.4 SPECIFIED MISSION DESTINATIONS

As specified in each delivery order, the contractor shall be required to travel to locations designated as Specified Mission Destinations which are listed in the latest SSC Atlantic OCONUS Travel Guide portal (latest link to be provided at contract and delivery order award). In accordance with DoDI 3020.41 and SPAWARSYSCENLANTINST 12910.1A, work to be performed at Specified Mission Destinations is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is required, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC Atlantic OCONUS Travel Guide portal. Note: The portal is NOT the authoritative source, as it is only a guide. The contractor shall be responsibility to know and understand travel requirements as identified by the Combatant Command (COCOM) and applicable country. Commencing no later than seven (7) days after delivery order award requiring travel to specified mission destination(s), the contractor shall submit all required OCONUS Deployment Documentation and Package (CDRL A008) to the delivery order technical POC and/or Command Travel/Deployment Coordinator.

## 13.0 REVERSE AUCTIONING SERVICES

The contractor shall have the ability to participate in on-line auctioning services used by the Government. Offerors are advised that the reverse auction process will result in their bid price, but not their firm's name, being released on the third party auction site that the Government chooses to use. That site will reveal the lowest price received at the time, and will provide continual updating of the lowest price up to the closing date/time for offerors. Additional related requirements shall be established at the delivery order level.

DISTRIBUTION

<b>DISTRIBUTION</b>	
<p><b>CONTRACTOR:</b>                      Marshall Communications, Inc.                      20099 Ashbrook Pl. STE 130                      Ashburn, VA 20147 3370</p> <p>POC: Veloris Marshall                      sonny@marshallcomm.com                      Phone: 571-223-2010</p>	<p><b>DOD Offices</b>                      DCAA: N/A</p> <p>DFAS Columbus South Entitlement Ops HQ0338</p> <p>DCMA Hampton S5111A</p>
	<p><b>SPAWARSYSCEN CODES:</b>                      CRM: Josh Sanders (<a href="mailto:William.j.sanders1@navy.mil">William.j.sanders1@navy.mil</a>);                      843-218-7818)</p> <p>Contract Administrator: Layne Dellinger                      (<a href="mailto:david.dellinger@navy.mil">david.dellinger@navy.mil</a>); 843-218-5476</p>