

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 18-Nov-2018	4. REQUISITION/PURCHASE REQ. NO. 1300752732	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Strategic Analysis, Inc. 4075 Wilson Blvd. Suite 200 Arlington VA 22203-2141	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7938 / N6523618F3108 10B. DATED (SEE ITEM 13) 21-Aug-2018
CAGE CODE 44609 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISA L ROSENBAUM, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/LISA L ROSENBAUM (Signature of Contracting Officer)	18-Nov-2018

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to change the COR designation to Aslam Hameeduddin from Bradley Knaus. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] to [REDACTED].

The total value of the order is hereby increased from [REDACTED].

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201		CDRLs in support of CLIN 7200 Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	AD92	Labor for Option year 3 (RDT&E) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301		CDRLs in support of CLIN 7300 Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	AD92	Option year 4 (RDT&E) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401		CDRLs in support of CLIN 7400 Not Separately Priced	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	AD92	ODC in support of CLIN 7000 (RDT&E)	1.0	LO	
900001	AD92	Incremental Funding PR: 1300686987 ACRN: AA Funding Doc: HR0011836484 Funds Exp: Sep 30, 2019 NWA: 100001398598 0010 (RDT&E)			
9100	AD92	ODC in support of CLIN 7100 (RDT&E) Option	1.0	LO	
9200	AD92	ODC in support of CLIN 7200 (RDT&E) Option	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9300	AD92	ODC in support of CLIN 7300 (RDT&E) Option	1.0	LO	██████████
9400	AD92	ODC in support of CLIN 7400 (RDT&E) Option	1.0	LO	██████████

SECTION B

ADDITIONAL SLINS

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

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified in the table below per man-hour performed and invoiced.

Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

Year	CLIN	Fixed Fee	Hours	Fee per Direct Labor Hour
Base	7000	██████████	██████	██████
Option 1	7100	██████████	██████	██████
Option 2	7200	██████████	██████	██████
Option 3	7300	██████████	██████	██████
Option 4	7400	██████████	██████	██████

THIS IS A COST PLUS FIXED FEE, LEVEL OF EFFORT TYPE ORDER.

The number of hours estimated for this LOE tasking is ████████. In performing the requirements of this order, the contractor may use any combination of hours from the labor categories approved at the basic contract level, so long as the estimated total cost and the funded amount to date for the order is not exceeded and the total number of hours provided does not exceed the estimated number of hours by more than 5%.

NOTE (1) NO ADDITIONAL LABOR CATEGORIES FOR THIS EFFORT MAY BE AUTHORIZED WITHOUT THE ORDERING OFFICER’ S APPROVAL.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

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

SHORT TITLE: SubTerranean (SubT) Challenge Logistics, Operations, and Event Execution Support

1.0 PURPOSE

1.1 Scope

1.1.1 This new task order will provide support for site surveys, event logistics, video production, visualization development, data collection, build-up and tear-down, and SMEs in the areas of networking, cyber, cable plant infrastructure, application software development, and radio frequency.

1.1.2 Multiple Funding

This Task Order (TO) is funded with Research, Development, Test, and Evaluation (RDT&E) as delineated on specified contract line item numbers (CLINs). The applicable TO PWS task(s) associated with each funding CLIN is outlined in Section B and Section G.

1.2 BACKGROUND

1.2.1 Space and Naval Warfare Systems Center Atlantic (SPAWARSYSCEN Atlantic), Office of the CTO's DARPA S&T Support cell provides support services to DARPA on a number of DARPA programs, including the Subterranean (SubT) Challenge. Current technologies fail to provide rapid mapping and persistent situational awareness in a diverse subterranean operating environment (i.e. tunnels, cave networks, urban underground). The goal of SubT is to drive innovation in the areas of Autonomy, Perception, Networking, and Mobility in order to accelerate the needed technological breakthroughs necessary for exploration of complex, unstructured environments below the surface.

2.0 PLACE(S) OF PERFORMANCE

The site requirements below identify contractor employee office location(s) and the location of Government provided facilities, if applicable. Travel locations (i.e., temporary duty sites) are not specified in this section. Travel locations are specified under task order PWS Para 11.0.

a. Contractor facility

3.0 PERFORMANCE REQUIREMENTS

3.1 Event Logistics Management

3.1.1 Contractor shall manage all activities related to the logistics and production of the SubT events.

3.1.2 Contractor shall collocate with the DARPA program manager and hold daily/weekly meetings to ensure continuous communication as the event logistics and production plan is developed and executed. Contractor shall participate in weekly status calls with the government SubT team to relay event planning developments, raise issues and

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coordinate solutions across the geographically diverse teams. Contractor shall travel to events and/or vendor sites as needed and provide site survey trip reports. (CDRL #A001/A002)

- 3.1.3 Contractor shall provide onsite management of all logistics and production activities during SubT execution. Contractor shall oversee vendor staff, negotiate shift work schedules and ensure general continuity of SubT operations. Contractor shall be authorized to make incidental ODC purchases in direct support of SubT operations and shall perform inventory management of any materials purchased under this contract. Contractor shall travel to SubT event and/or vendor sites as needed.
- 3.1.4 Contractor shall coordinate with all participating teams to arrange for participation, shipping of Contractor Acquired Equipment, and registration.
- 3.1.5 Contractor shall coordinate all shipping and receiving of Government material and equipment to and from the SubT events.
- 3.2 Post-Event Management & Transition
- 3.2.1 Contractor shall provide post-SubT support to include DARPA and congressional reporting, archiving of event data, documenting lessons learned, inventory management, transition of HW to government entities, and other associated post-SubT planning, transition and closeout activities.
- 3.3 Event Venue Leasing
- 3.3.1 Contractor shall lease SubT event space that supports the SubT competition infrastructure and production schedules. This space shall have a capacity of 500 individuals and be publicly accessible without registration fee.
- 3.3.2 The SubT event space shall include support areas for various SubT government staff operations, to include competition execution and verification, production, general staff work space and press conference areas. As required, Contractor shall arrange for storage space at, or in close proximity to, the event venue for SubT hardware and equipment.
- 3.4 Event Venue – A/V, Power, and IT/Networking
- 3.4.1 Contractor shall procure services of the in-house vendors as required by venue exclusivity agreements, if any. Such services may include house A/V systems, rigging, power and IT/networking.
- 3.4.2 Contractor shall provide internet connectivity and bandwidth to support the SubT network requirements, to include dedicated and segregated competition connectivity, web streaming connectivity and public wifi access.
- 3.5 Production Planning & Design
- 3.5.1 The contractor shall determine the most effective production methods to engage the larger academic, military, and commercial research communities during the SubT Final Event. Contractor shall determine the most accurate and efficient methods to display the complex data associated with SubT to this wide range of audiences. (CDRL #A001/A002)
- 3.5.2 Contractor shall coordinate their production planning with the host conference organization, support vendors, event venue and union labor to determine the most cost and technically effective methods of integration for producing the SubT live event.
- 3.5.3 Contractor shall determine technical interfaces (data, bandwidth, format, power, etc.) between SubT production elements, SubT officials (scoring and visualization teams), and the facility network. (CDRL #A001/A002)

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- 3.5.4 Contractor shall design, create and implement visuals to support the SubT production.
- 3.5.5 Contractor shall develop a style guide for use across all SubT vendors, which delineates appropriate SubT, DARPA and team logo format and usage guidelines. A consistent color schema, iconography and graphics treatment shall be defined and submitted to DARPA for approval by the SubT government team and DARPA Public Affairs. (CDRL #A001/A002)
- 3.5.6 Contractor shall ensure SubT design plans meet applicable fire and occupancy codes. Contractor shall submit plans for fire marshal and venue approval and revise as necessary. (CDRL #A001/A002)
- 3.6 SubT Scenic Elements
- 3.6.1 Contractor shall design and build the SubT stage. If determined necessary, SubT stage shall accommodate the electronic hardware and associated cooling, power, and network requirements.
- 3.6.2 Contractor shall design and build an announcer area. Contractor shall design and build a team area for competitors.
- 3.6.3 Contractor shall map the SubTerranean environment and provide 3D renderings of the area in digital format to be used by the DARPA team for visualization. (CDRL #A002)
- 3.7 SubT Production A/V
- 3.7.1 Contractor shall design, install and operate all SubT production elements related to audio, video and lighting in the event area, and any supporting areas (Command Center, Staff Center, Press Area, etc).
- 3.7.2 Contractor shall provide power to all A/V equipment, and any supporting areas (Command Center, Staff Center, Press Area, etc).
- 3.7.3 Contractor shall provide sufficient mobile and fixed position cameras and A/V capture equipment, and associated operators as necessary, to capture the event in its entirety.
- 3.7.4 Contractor shall provide a live webcast feed of the SubT.
- 3.7.5 Contractor shall strike all A/V equipment when appropriate to meet overall SubT and host conference schedules.
- 3.8 SubT Talent
- 3.8.1 Contractor shall identify and contract with qualified announcers for the live SubT production. Announcers shall be capable of interpreting and tracking a live autonomous competition event for the benefit of DoD stakeholders and live audience. Contractor shall ensure announcers are trained and educated on SubT prior to SubT Challenge.
- 3.9 Media
- 3.9.1 Contractor shall script, record, edit and publish pre-event SubT videos to engage the larger academic, military, and commercial research communities.
- 3.9.2 Contractor shall script, record, edit and publish videos while at the SubT venue to engage the larger academic, military and commercial research communities.
- 3.9.3 Contractor shall produce, at a minimum, a 1 min and 5 min SubT highlights video the morning after SubT, a 10 min extended highlights video within 5 days of SubT and a 60-min summary video within 30 days of SubT completion.

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- 3.9.4 Contractor shall archive all event footage for the official DARPA event verification record, deliver duplicate copies of this archive on archival media such as optical disks to DARPA upon completion of all tasks. (CDRL #A002)
- 3.9.5 Contractor shall provide a means to visualize the competition through 3D rendering of the competition space and the integration of information about the status of the systems as provided by the DARPA team.
- 3.9.6 Contractor shall provide photographer(s) to capture the SubT event. Contractor shall archive and transfer all still photography onsite during SubT so that it may be publicly released in conjunction with the event. (CDRL #A002)
- 3.9.7 Pre SubT Events: Contractor shall design, develop and host a revamped public event website (ex. SubT.com), that incorporates the approved SubT Style Guide and additional materials (text, videos, animations) as they become available in the lead up to the SubT. Additional materials may include narratives about teams, visualization videos, animations, press coverage, videos and photos. Site design shall be flexible in architecture to accommodate the pre/during/post event incarnations. Site shall utilize current accepted security practices, security protocols, and shall be stress tested prior to launch.
- 3.9.8 During SubT Events: Contractor shall host event content on SubT website in support of SubT, which may include a live embedded event stream, replays, scoring, moderated conversations, interviews, videos, photos, social media posts, etc. Contractor shall be collocated with DARPA government team at the event site for this period.
- 3.9.9 Post- SubT Events: Contractor shall maintain and update event website following the SubT, to include posting of additional videos, photo gallery, game data, analysis, press coverage, highlight reels, b-rolls and other content as it becomes available. At the end of the period, contractor shall provide all website data to DARPA to enable DARPA to stand up a static archive site on DARPA servers.
- 3.9.10 Contractor shall assist with transfer of all files and assist DARPA IT as needed to set up this archive site.
- 3.10 SubT Mobile Application Development
- 3.10.1 Contractor shall develop a public facing mobile application (event schedule, scoring, team bios, etc.) for the SubT event that integrates information provided by the DARPA/ SPAWARSSYSCEN Atlantic team
- 3.11 Event Support
- 3.11.1 Contractor shall develop and manage SubT staffing plans for all functions necessary for a successful event, to include, but not limited to: operations, verification, production, security, registration, team liaisons, DV/VIPs, public affairs and website operations. (CDRL #A001/A002)
- 3.11.2 Contractor shall identify and procure necessary office supplies for SubT staff use within the Command Center and/or Staff Operations Center.
- 3.11.3 Contractor shall devise a security badging plan, procure and distribute badges to SubT staff, DVs, press and security. (CDRL #A001/A002)
- 3.11.4 Contractor shall design, procure and distribute staff uniforms to distinguish government staff from public attendees and support vendors during the SubT competition.
- 3.11.5 Contractor shall provide food and beverage for purchase by SubT staff.
- 3.11.6 Contractor shall design, develop and host a SubT staff registration site for internal use. Website shall be password protected and contain basic information on event, schedule, location, etc. The site shall also collect individual staff registration information that shall be compiled by Contractor and provided to the Government upon request.

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3.12 Signage/DARPA Expo

3.12.1 Contractor shall design, print and display directional and informational signs within the event space in support of SubT. Contractor shall ensure signage is posted in a manner consistent with venue policies and is removed and disposed of at the conclusion of the event.

3.12.2 Contractor shall design, print and install adhesive vinyl graphics on SubT items as required to enable a professional live production.

3.12.3 Contractor shall design, produce and install DARPA educational materials in coordination with DARPA Public Affairs team. These materials may include information of DARPA, its programs, legacy, technology transition or outreach.

3.13 Physical Security & EMT

3.13.1 At all times while SubT HW is present on the event venue premises, Contractor shall provide 24- hour physical security and access control to SubT property. Contracted security staff shall ensure that no personnel tamper with or damage the property and allow access only to authorized SubT personnel. Contracted security staff shall use force as necessary and only in accordance with the host venue's security department use of force rules.

3.13.2 Contractor shall control access to SubT property using a DARPA-supplied Entry Authority List (EAL), maintaining positive control of the EAL at all times to ensure it is not compromised. All contractors shall immediately notify the venue security control center and DARPA security of any fire, disorder, emergency, or anything unusual concerning SubT property.

3.13.3 Contractor shall provide Emergency Medical Technician (EMT) support on site during each competition

3.14 Event Insurance

3.14.1 Contractor shall procure all necessary insurance sufficient to cover liability and property loss associated with the SubT equipment during its installation for the entirety of the SubT, and any other coverage necessary to run the SubT.

3.15 Public Affairs

3.15.1 Contractor shall provide a public affairs officer to support development of social media posts, interfacing with local and national media, and DARPA PAO

3.16 Sustainability

3.16.1 Risk Management: Contractor shall provide additional services as required to reduce the overall cost, schedule and technical risk of successful SubT execution.

3.16.2 On-Call/Surge Support: Contractor shall provide on-call/surge support staff as required to support uninterrupted SubT operations.

3.16.3 Spares: Contractor shall procure adequate spares and replacement materials and parts as required to support uninterrupted SubT operations.

3.16.4 Approvals: All ODC purchases above \$50,000 shall require written Government pre-approval.

3.17 Studies & Analyses

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- 3.17.1 The contractor shall conduct a study focused on the following aspects of the program; Human-Robot Interaction (HRI), Cyber security, and Radio Frequency (RF) propagation in the subterranean space. (CDRL #A001/A002)
- 3.18 Information Storage
- 3.18.1 The contractor shall provide a means to store and maintain data captured from the SubT challenge. This may include, but is not limited to, cloud base storage, Network Attached Storage (NAS) device, or other means as directed by DARPA.
- 3.19 Installation Support
- 3.19.1 The contractor shall install the network cable plant infrastructure required to support SubT events in accordance with DARPA and/or SPAWARSSYSCEN Atlantic developed documentation to be provided in advance of the events.
- 3.19.2 The contractor shall perform and document the result of a continuity test of each network cable. (CDRL #A002)
- 3.19.3 The contractor shall assist with integration of equipment racks that will be placed throughout the SubT events.
- 3.19.4 The contractor shall provide personnel from the install team to provide technical support as needed during the event. Support personnel shall be onsite at all times during the event and throughout the event.
- 3.19.5 The contractor shall assist with teardown, removal, and closeout of the SubT events, as needed.
- 3.20 Subject Matter Expertise (SME) Support
- 3.20.1 The contractor shall provide support to the Government by providing subject matter expertise on the hardware/software infrastructure and on managing successful execution of technical tasks on the SubT program.
- 3.20.2 The contractor shall provide expertise to support the teams developing the unmanned systems and to provide support to the competitor teams during the multiple events.
- 3.20.3 The contractor shall provide testing and development/operations expertise in unmanned systems.
- 3.20.4 During the SubT final events, the contractor shall be responsible for proper validation, and archiving of all competition related data products. (CDRL #A002)
- 3.20.5 The contractor shall support the smooth transition of hardware and software deliverables to the final government maintainer.
- 3.20.6 The contractor shall assist in developing competition SubT scenarios that align with the needs of the stakeholder community to assist in transitioning the developing technologies, as well as educating members of the stakeholder communities to understand the technologies being developed.
- 3.20.7 The contractor shall assist in the recovery of the systems from the subterranean environments during the different circuits of SubT competition, to include personnel with the proper OSHA and training certifications.
- 3.21 Radio Frequency SME Support
- 3.21.1 The Radio Frequency SME shall provide subject matter expertise on Department of Defense, commercial wireless carriers, commercial equipment vendors, public safety, policy, and regulators (e.g. FCC and NTIA) to SubT program manager.

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3.21.2 The contractor shall oversee the design of a protocol for collaboration between competitors using IEEE and other existing standards to guide the development.

3.22 Communication/Network Support

3.22.1 Contractor shall work with the Government team to establish a wireless and wired communication network infrastructure to provide a DARPA administration and Team network. The communication network shall extend from the Command Operations Center/Team Ground Control Stations (GCS) through the SubTerranean environment.

3.23 Software Development SME Support

3.23.1 The contractor shall provide a software developer to support SPAWARSSYSCEN Atlantic in developing custom software applications for the SubT challenge.

3.23.2 The contractor shall validate virtual models of the systems in a model and simulation environment. This shall include, but is not limited to, validating physics models, ensuring all appropriate drivers are provided, and support third parties using the virtual models.

4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

The contractor shall provide Information Technology support in accordance with the basic contract requirements.

5.0 TASK ORDER ADMINISTRATION

Administration of the work being performed is required; it provides the Government a means for task order management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the Government's requirements are met, delivered on schedule, and performed within budget.

5.1 CONTRACTING OFFICER REPRESENTATIVE (COR) DESIGNATION

The COR for this task order is identified in task order clause 5252.201-9201.

5.2 BASIC CONTRACT REQUIREMENT

In accordance with the basic contract PWS and the requirements of this task order PWS, the contractor shall develop and submit documentation (see CDRL under Para 6.1.1) for task order administration.

5.3 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this task order does not require Earned Value Management (EVM) implementation due to the majority of efforts on this task order is non-scheduled based (i.e., level of effort) and does not lend itself to meaningful EVM information.

6.0 DOCUMENTATION AND DELIVERABLES

6.1 CONTRACT DATA REQUIREMENTS LIST (CDRLs)

6.1.1 Administrative CDRL

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

CDRL #	Deliverable Title	TO PWS Reference Para	Frequency	Date Due
A003	Task Order Status Report (TOSR)	5.2	MTHLY	30 Days after task order (DATO) and monthly on the 15th
A004	Task Order Closeout Report	5.2	1TIME	NLT 15 days before TO completion date

6.1.2 Technical CDRL

The following table lists all required technical data deliverables, (CDRLs), applicable to this task order:

CDRL #	Deliverable Title	TO PWS Reference Para	Frequency	Date Due
A001	Program Management Reports, General	3.1.2, 3.4.1, 3.4.3, 3.4.5, 3.4.6, 3.12.1, 3.12.3, 3.18.1	ASREQ	Within 24 hrs from occurrence
A002	Technical/Analysis Reports, General	3.1.2, 3.4.1, 3.4.3, 3.4.5, 3.4.6, 3.5.3, 3.10.4, 3.10.6, 3.12.1, 3.12.3, 3.18.1, 3.20.4, 3.23.2	ASREQ	Within 24 hrs from occurrence

7.0 QUALITY

The contractor shall provide quality support in accordance with the basic contract requirements.

8.0 SECURITY

8.1 ORGANIZATION

8.1.1 Security Classification

As specified in the DoD Contract Security Classification Specification, DD Form 254, the contractor shall perform classified work under this task order. At time of task order award and prior to commencement of classified work, the contractor shall have SECRET facility clearance (FCL).

8.2 PERSONNEL

Prior to any labor hours being charged on contract, the contractor shall ensure their personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access level required by this task order. Prior to task order support, all personnel working in DARPA spaces or that have access to DARPA information systems shall possess a SECRET personnel

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security clearance (PCL). A Labor Category waiver request form must be submitted and approved for any personnel planned to be associated with this task order who do not meet this clearance requirement. Prior to starting work, Contractor personnel shall have the required clearance granted by the Defense Industrial Security Clearance Office (DISCO) and shall comply with Information Technology (IT) access authorization requirements.

8.3 MANDATORY TRAINING

Specific contractor personnel (including subcontractors) shall complete mandatory training based on the access required and work site location.

9.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government Furnished Information (GFI) is Government owned intellectual property provided to contractors for performance on a task order. For the purposes of this task order, GFI includes manuals, technical specifications, maps, building designs, schedules, drawings, test data, etc. Depending on information contained in a document, the contractor shall comply with additional controls (e.g., completion of a Non-Disclosure Agreements, etc.) for access and distribution. GFI is not anticipated on this task order.

10.0 GOVERNMENT PROPERTY

As defined in FAR Part 45, Government property is property owned or leased by the Government which includes Government-furnished (GFP) and Contractor-acquired property (CAP). Government property is material, equipment, special tooling, special test equipment, and real Government property includes both GFP and CAP, but does not include intellectual property and software. The contractor shall have established property management procedures and an appropriate property management point of contact who shall work with the assigned Government Property Administrator to ensure their property management system is acceptable.

10.1 GOVERNMENT-FURNISHED PROPERTY (GFP)

As defined in FAR Part 45, GFP is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes spares and property furnished for repair, maintenance, overhaul, or modification. GFP includes Government-furnished equipment (GFE), Government-furnished material (GFM), Special Tooling (ST) and Special Test Equipment (STE). GFP will not be provided on this task order.

10.2 CONTRACTOR-ACQUIRED PROPERTY (CAP)

As defined in FAR Part 45, CAP is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title but has not yet performed receipt and acceptance. CAP consists of Contractor-acquired equipment (CAE), Contractor-acquired material (CAM), Special Tooling (ST), and Special Test Equipment (STE). Pursuant to SPAWARINST 4440.12A, the contractor shall provide CAP identified in Attachment #TBD. CAP items are acquired, fabricated, or otherwise provided by the contractor to support the task order and may be wholly provided to SPAWARSEN Atlantic, incorporated into a system, consumed, or delivered as an end item in the performance of the task order. Prior to actual items being acquired, fabricated, or otherwise provided, the contractor shall obtain COR concurrence.

10.2.1 EQUIPMENT AND MATERIAL PROCUREMENT

The contractor shall keep source selection records and make it available for government review as needed. The contractor shall report monthly and cumulative CAP procurements in the TOSR (CDRL A###). At any time outside the monthly reporting cycle, the contractor shall be capable of generating a CAP inventory tracking report(s) (CDRL A###) of items procured, received, and delivered as applicable.

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10.2.2 WARRANTY TRACKING & MANAGEMENT

10.2.2.1 WARRANTY TRACKING OF SERIALIZED ITEMS

In accordance with DFARS clause 252.246-7005/7006 and Instructions for Electronic Submission of Warranty Tracking and Administration Information for Serialized Items (see CDRL A### Attachment #TBD), the contractor shall follow the requirements for any serialized item manufactured or acquired that come with a warranty:

(a) For receipt and acceptance of items – the contractor shall comply with the following requirements:

(i) Utilizing the Wide Area WorkFlow (WAWF), the contractor shall ensure that the required warranty data is electronically submitted using the CDRL exhibit line item number(ELIN) functionality for the WAWF Materiel Inspection and Receiving Report or WAWF Repairable Receiving Report, as applicable.

(ii) If problems occur submitting warranty data electronically, the WTI and WSRI can be submitted manually (as a PDF file) with the COR concurrence. The contractor shall forward documents to COR for review and when approved, the Government will post forms to Electronic Data Access (EDA).

11.0 TRAVEL

For planning purposes, the contractor shall provide adequate personnel to support the travel requirements listed below. The proposed estimated travel cost cannot exceed the \$1,225,000.00 cited in the applicable pricing model. Travel estimates are in accordance with the latest Joint Travel Regulations (JTR) for DoD Civilian Personnel. *Note: During the request for proposal (RFP) phase, a contractor may propose an alternate Travel value less than the NTE value in the pricing model, but the proposal must contain substantiating information validating the cost differential; if no validation is provided, the proposal material cost will be adjusted to government proposed NTE value.* The travel requirements for the Base and Option periods may be assumed to be identical. The frequency and location of these meetings are subject to change and this schedule does not include the need to support customer meetings and conferences that are not currently scheduled. The contractor will work with the COR to prioritize travel and determine the level of support from the SETA team required for each meeting and potential travel substitutions. Although estimated sites are listed, contractor shall be prepared to travel to any of the following sites:

# Trips	# People	# Days/Nights	From (Location)	To (Location)
2	2	3/2	Washington, DC	San Diego, CA
2	2	3/2	Washington, DC	Seattle, WA
2	2	3/2	Washington, DC	Detroit, MI
2	2	3/2	Washington, DC	Denver, CO
2	2	3/2	Washington, DC	Dallas, TX
2	2	3/2	Washington, DC	Louisville, KY
2	2	3/2	Washington, DC	Atlanta, GA
2	2	3/2	Washington, DC	Los Angeles, CA
2	2	3/2	Washington, DC	Boston, MA
1	10	15/14	Washington, DC	Seattle, WA
1	10	8/7	Washington, DC	Louisville, KY
1	10	8/7	Washington, DC	San Diego, CA
1	10	15/14	Washington, DC	Boston, MA
1	10	15/14	Washington, DC	Louisville, KY
1	10	8/7	Washington, DC	Atlanta, GA
2	10	8/7	Washington, DC	Detroit, MI

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1	10	15/14	Washington, DC	Dallas, TX
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12.0 SAFETY ISSUES

Safety requirements are in accordance with the basic contract PWS.

13.0 SUBCONTRACTING REQUIREMENTS

13.1 APPROVED SUBCONTRACTORS

Subcontracting requirements are in accordance with the basic contract. If the prime contractor is planning to utilize subcontractor(s) on this task order, the applicable subcontractors shall be specified at task order award. Per FAR clause 52.244-2, if a subcontractor (includes tier 1, tier 2, tier 3, etc.) is proposed by a prime and is not approved on the basic contract, formal justification is required and subject to Government approval.

[REDACTED]

14.0 ACCEPTANCE PLAN

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

15.0 OTHER CONDITIONS/REQUIREMENTS

No other conditions or requirements are applicable.

16.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

16.1 REQUIRED DOCUMENTS

The contractor shall utilize all required documents listed within the basic contract as applicable to this task order.

16.2 GUIDANCE DOCUMENTS

The contractor shall utilize all guidance documents listed within the basic contract as applicable to this task order.

END OF PWS

5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

a) Personnel assigned to or utilized by the contractor in the performance of this contract shall, at a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner.

b) The Government shall be able to review resumes of contractor personnel when applicable.

c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

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d) The contractor shall have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the task order. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

e) When determining if educational and experience requirements are acceptable, the following criteria are applicable:

1. To ensure that postsecondary education possessed by individuals meets an acceptable level of quality, educational degrees shall come from accredited institutions or programs. See www.ed.gov for more accreditation information. At a minimum, to receive credit for a Master and Doctorate, all degrees shall be earned from an institution that has been regionally accredited by one of the six associations: MSA, NASC, NCA, NEASC, SACS, and WASC.

2. Bachelor of Science (BS) or Associate (AS) degrees in Applied Science, Computing, Engineering, and Technology shall be from an Accreditation Board for Engineering and Technology (ABET) accredited program (see www.abet.org).

3. Reserved.

4. Technology degrees do not qualify as Engineering or Physical Science Degrees.

5. Engineering Positions require Engineering degrees or written (vs. grandfathered) State PE License.

6. SCA titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in www.dol.gov.

7. Applicable for Logistics Labor Categories only: DAWIA Certification for Contractors – Contractor personnel that do not have Government DAWIA certification courses may demonstrate an equivalency in terms of academic degrees, courses completed, and experience as that of their counterparts in the DAWIA workforce. Equivalency for the following classes must be provided as follows: Level 1 - (1) Fundamentals of Systems Acquisition Management, (2) Acquisition Logistics Fundamentals, (3) Systems Sustainment Management; Level 2 – (1) Level 1 classes, (2) Intermediate Systems Acquisition, (3) Intermediate Acquisition Logistics, (4) Performance Based Logistics; Level 3 – (1) Level 1 and 2 Classes, (2) Executive Life Cycle Logistics Management, (3) Reliability and Maintainability. Additional explanation of courses or requirements can be found at the Defense Acquisition University web site (<http://www.dau.mil/>).

8. Applicable for IA/IW Labor Categories: Contractor personnel supporting IA functions shall be certified prior to being engaged in IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1 This includes personnel being certified/accredited at the appropriate levels of IAT I-III and IAM I-III as appropriate. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. Contractor personnel not certified within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with a contractor who does meet the minimum certification requirements as mandated above.

9. Applicable for Labor Categories providing Information Technology design and development support: In addition to educational requirements, Contract personnel shall be required to meet vendor/platform certification.

The following lists the applicable contract labor categories with their corresponding minimum personnel qualifications – specific educational or experience requirements are noted below:

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Personnel Qualification

Labor Category	Key	Location
1. Program Manager	X	Contractor Site
2. Project Manager	X	Contractor Site
3. Engineer/Scientist 5		Contractor Site
4. Engineer/Scientist 4		Contractor Site
5. Engineer/Scientist 2		Contractor Site
6. Technical Analyst 3		Contractor Site
7. Drafter/CAD Operator III		Contractor Site
8. Subject Matter Expert (SME) 5		Contractor Site
9. Management Analyst 2		Contractor Site
10. Subject Matter Expert (SME) 4		Contractor Site
11. Computer Programmer IV (14074)		Contractor Site
12. Computer Systems Analyst III (14103)		Contractor Site
13. Logistician 3		Contractor Site

1. Program Manager

Education: Bachelor degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Fifteen (15) years of technical experience in support of Department of Defense (DoD) system programs such as: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience such as: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of DoD technology development programs. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

2. Project Manager

Education: Bachelor of Science degree in Engineering, Computer Science, Information Systems, or related field (i.e., physics, mathematics, systems analysis, operations research, etc.)

Experience: Ten (10) years of direct work experience with Department of Defense (DoD) system programs. Eight (8) years of direct work experience such as: Design, Development, Production, Installation, and Test & Evaluation of DoD technology development programs. Four (4) years as manager of research and development (R&D) programs such as: Supervising Project Personnel, Scheduling Work, Writing Proposals and Preparing Bids, and Equipment and Material Logistics Control. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

3. Engineer/Scientist 5

Education: BS degree in Engineering, Physics, Network Security, Information Systems or Computer Science.

Experience: Fifteen (15) years of experience (or 11 years with a Master's degree) in systems engineering support such as: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of Department of Defense (DoD) programs requirements. Individual is recognized as an expert in their field of study or technology.

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4. Engineer/Scientist 4

Education: BS degree in Engineering, Physics, Network Security, Information Systems or Computer Science.

Experience: Ten (10) years of experience (or 6 years with a MS degree) in electronic systems engineering support such as: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of Department of Defense (DoD) programs requirements. Five (5) years of technical experience in support of research and development (R&D) DoD programs.

5. Engineer/Scientist 2

Education: BS degree in Engineering, Physics, Network Security, Information Systems or Computer Science.

Experience: Three (3) years of experience in technology assessment for military systems applications, with a basic understanding of the technologies associated with the technical areas delineated in the PWS. One (1) year of technical experience in support of research and development (R&D) DoD programs.

6. Technical Analyst 3

Education: BS degree in Engineering, Physics, Network Security, Information Systems or Computer Science.

Experience: Three (3) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

7. Drafter/CAD Operator III (30063)

Education: High School Diploma or GED.

Experience: Two (2) years of experience in drafting/illustrating in the electronics field.

Experience, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

8. Management Analyst 2

Education: Bachelor's or Master's degree in Computer Science, Business, or a related field (i.e., Economics, Marketing, Finance, Accounting, Management Information Systems, etc.).

Experience: Two (2) years Contract Management experience such as: Development of Program Acquisition Documentation, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

9. Subject Matter Expert (SME) 5

Education: Bachelor of Science or Masters of Science degree in Physics, Chemistry, Math, Engineering, Computer Science, or other scientific discipline. The determination of whether specialized experience is equivalent to specific educational requirement will be at the sole discretion of the Government.

Experience: At least ten (10) years of experience in technical or scientific fields such as: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of Department of Defense (DoD) programs requirements. Individual is recognized as an expert or as a lead authority in technical or scientific fields.

10. Subject Matter Expert (SME) 4

Education: Bachelor of Science or Masters of Science degree in Physics, Chemistry, Math, Engineering, Computer Science, or other scientific discipline. The determination of whether specialized experience is equivalent to specific educational requirement will be at the sole discretion of the Government.

Experience: At least five (5) years of experience in technical or scientific fields such as: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of Department of

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Defense (DoD) programs requirements. Individual is recognized as an expert or as a lead authority in technical or scientific fields.

11. Computer Programmer IV (SCA 14074)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Five (5) years directly related experience with the maintenance or development of software programs/applications based in UNIX or C or other applicable computer languages. Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

12. Computer Systems Analyst III (SCA 14103)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Five (5) years directly related experience with the maintenance or development of software programs/applications based in UNIX or C or other applicable computer languages. Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

8. Logistician 3

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 2 or have equivalent logistics training (resume to specify all equivalent training) or possess an additional five (5) years working in direct support of defense life-cycle logistics. The determination of whether specialized experience is equivalent to specific educational requirement will be at the sole discretion of the Government.

Experience: Five (5) years of experience in defense life-cycle (acquisition) logistics support, to include: logistics management, principles, practices, and processes. Demonstrated management skills, to include: Analyzing Contracts, Analyzing System Design Specifications, Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Experience supervising Logistics Specialists.

5252.237-9601

KEY PERSONNEL (VARIATION)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. Within 15 days after contract award, the contractor shall submit a Program Manager's résumé for consideration and any other key labor category résumés required for immediate performance. If applicable, the contractor shall submit resumes for all required labor categories which are required for the initial task order. After approval, the individuals will be added to a key personnel list, paragraph (d), which will be maintained by the contractor and supplied in the monthly Contract and task order Status Report. No substitutions will be made except in accordance with this clause.

(b) The offeror agrees that during the first 90 days of the contract performance period no personnel substitutions

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will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90-day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. The contractor shall provide any substitution requests in accordance with paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel include: Program Manager and Project Manager will be tracked and maintained by the contractor in the Staffing Plan which is part of the monthly Contract Status Report and Task Order Status Report.

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage. The contractor's ability to manage, provide and/or maintain sufficient key personnel will be evaluated in the annual government Contractor Performance Assessment Report (CPAR) rating.

(f) To request personnel be added to a labor category, the offeror shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E – Inspection and Acceptance

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

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/21/2018 - 8/20/2019
9000	8/21/2018 - 8/20/2019

CLIN - DELIVERIES OR PERFORMANCE

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

7000	8/21/2018 - 8/20/2019
9000	8/21/2018 - 8/20/2019

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

7100	8/21/2019 - 8/20/2020
7200	8/21/2020 - 8/20/2021
7300	8/21/2021 - 8/20/2022
7400	8/21/2022 - 8/20/2023
9100	8/21/2019 - 8/20/2020
9200	8/21/2020 - 8/20/2021
9300	8/21/2021 - 8/20/2022
9400	8/21/2022 - 8/20/2023

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

Base Year: Date of award through one year thereafter.

Option Year 1: Date of Option Exercise through twelve months thereafter.

Option Year 2: Date of Option Exercise through twelve months thereafter.

Option Year 3: Date of Option Exercise through twelve months thereafter.

Option Year4: Date of Option Exercise through twelve months thereafter.

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

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CLAUSES INCORPORATED BY REFERENCE

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

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SECTION G CONTRACT ADMINISTRATION DATA

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

Contracting Officer Representative

Aslam Hameeduddin, 54250
 1 Innovation Drive
 Charleston, SC 29406
aslam.hameeduddin@navy.mil
 843-218-5090

G-TXT-07 PAYMENT INSTRUCTION (PGI 204.7108)

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort:

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Method	Payment Office Allocation	Applicable CLINs
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A		Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is	

52.232-1,
Payments

Navy Shipbuilding X
Invoice (Fixed
Price)

N/A N/A

requested.
Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

52.232-1,
Payments;
52.232-2,
Payments under
Fixed-Price
Research and
Development
Contracts;
52.232-3,
Payments under
Personal Services
Contracts;
52.232-4,
Payments under
Transportation

Invoice

X X N/A

Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of

Contracts and
Transportation-
Related Services
Contracts; and
52.232-6,
Payments under
Communication
Service Contracts
with Common
Carriers

funding
currently
unliquidated
for each
ACRN on the
deliverable
line or
deliverable
subline item
for which
payment is
requested.

52.232-5,
Payments Under
Fixed-Price
Construction
Contracts

Construction N/A N/A X
Payment Invoice

Line Item
specific by
fiscal year. If
there is more
than one
ACRN within
a deliverable
line or
deliverable
subline item,
the funds will
be allocated
using the
oldest funds.
In the event of
a deliverable
line or
deliverable
subline item
with two
ACRNs with
the same fiscal
year, those
amounts will
be prorated to
the available
unliquidated
funds for that
year.

52.232-16,
Progress Payments

Progress Payment* X X N/A

Contract-wide
proration.
Funds shall be
allocated in

					the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the

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252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2). Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
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*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

(End of text)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (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.

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(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:

Cost Type Orders - Cost Voucher

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

N65236

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

Routing Data Table

*Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	S2404A
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N/A
Mark For Code	N65236
Service Approver (DoDAAC)	S2404A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HAA722
Other DoDAAC(s)	N/A

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

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

Steve.Cohen@navy.mil

(g) WAWF point of contact.

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

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

Laverne.Brown@navy.mil

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

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

Contracting Officer Representative

Aslam Hameeduddin, 54250

1 Innovation Drive

Charleston, SC 29406

aslam.hameeduddin@navy.mil

843-218-5090

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

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed- Fee, Level of Effort and Cost task order.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

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

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer and
- (2) to the Procuring Contracting Officer.

Accounting Data

SLINID	PR Number	Amount
700001	130068698700003	[REDACTED]
LLA :		
AA 9780400 1320 ALS TGG-2 0 18.TT- 04 .CORE. A-DARPA-255- HR0011836484 02-000-2 012199		
Standard Number: HR0011836484		
Incremental Funding		
PR: 1300686987		
ACRN: AA		
Funding Doc: HR0011836484		
Funds Exp: Sep 30, 2019		
NWA: 100001398598 0010		
900001	130068698700004	[REDACTED]
LLA :		
AA 9780400 1320 ALS TGG-2 0 18.TT- 04 .CORE. A-DARPA-255- HR0011836484 02-000-2 012199		
Standard Number: HR0011836484		
Incremental Funding		
PR: 1300686987		
ACRN: AA		
Funding Doc: HR0011836484		
Funds Exp: Sep 30, 2019		
NWA: 100001398598 0010		

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWAR Systems Center Atlantic Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWAR Systems Center Atlantic prior to completion of the picture badge request.
- (b) The contractor assumes full responsibility for the proper use of the identification badge, and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.
- (c) At the completion of the contract, the contractor shall forward to SPAWAR Systems Center Atlantic Security Office a list of all unreturned badges with a written explanation of any missing badges.

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

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 179,480 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately 312 hours per week for the Base Year and Option Years 3 and 4; and an average rate of approximately 541 hours per week for Option Years 1 and 2. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting

Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office.

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

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

* The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

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

(a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public.

Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals.

Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

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

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

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

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information

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under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
 - (2) Access to Information is restricted to individuals with a bona fide need to possess;
 - (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;
 - (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
 - (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

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

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(b) General

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

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles).

Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

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

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

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

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

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of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
████	██████████	██████████	██████████
████	██████████	██████████	██████████

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

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

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

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

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

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

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

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

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

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

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (Class Deviation 2013-O0018). The frequency and type of CPARS reports (initial, intermediate, final, out-of- cycle, and addendum) shall be as required in the CPARS Policy Guide that is available at <https://www.cpars.gov/cparsfiles/pdfs/CPARS-Guidance.pdf>.

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

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SECTION I CONTRACT CLAUSES

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1: QASP

Attachment 2: Wage Determinations

Attachment 3: DD254 Department of Defense Security Classification Form

Attachment 4: Contractor Access to Information Non Disclosure Agreement