

Statement of Work TDL02D Puerto Rico CO/CO ISR Program

Date: 14 June 2023 Modification Date: Revision 0

 SOW Reference Number:
 061423_TDL102D+

 Prime Contract #:
 GS00Q140ADU313

 Task Order #:
 47QFCA21F0081

 Line of Effort (LOE) Customer:
 USSOUTHCOM J8

LOE No. /Effort: MARLINS Contractor-Owned/Contractor-

Operated(COCO) ISR Support

References:

DOD Commercial Use of Imagery Guidelines http://www.defenseimagery.mil/products/DODimagery/commercialuse.html

Army Directive 2014-05, Policy and Implementation Procedures for CAC Credentialing Access for Uncleared Contractors https://armypubs.army.mil/ProductMaps/PubForm/ActiveSearchFull.aspx

DOD 5220.22-M, National Industrial Security Program Operating Manual http://www.dss.mil/documents/odaa/nispom2006-5220.pdf

Joint Travel Regulation (JTR) http://www.defensetravel.dod.mil/Docs/perdiem/JTR.pdf

AR 735-5, Policies and Procedures for Property Accountability https://www.samhouston.army.mil/asa/Files/SJA/AD-Civil%20Law/AR%20735-5%20Policies%20and%20Procedures%20for%20Property%20Accountability.pdf

DODD 8570.01, Information Assurance Training Certification and Workforce Management http://www.dtic.mil/whs/directives/corres/pdf/857001p.pdf

DOD 8570.01-M, Information Assurance Workforce Improvement Program http://www.dtic.mil/whs/directives/corres/html/857001m.htm

AR 25-2, Information Assurance https://cs.signal.army.mil/docs/AR25-2.pdf

DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces https://fas.org/irp/doddir/dod/i3020 41.pdf

DODI 2000.16 DoD Antiterrorism (AT) Program https://www.acq.osd.mil/ncbdp/nm/pseag/news-references/popl_2000.16.pdf

Title 14, Code of Federal Regulations https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title14/14tab 02.tpl

DCMA INST 8210.1C (Change 1) Attachment 16 (or latest approved version on MARLINS task order)

http://www.dcma.mil/Portals/31/Documents/Policy/DCMA-INST-8210-1C-C1.pdf?ver=2017-11- 01-085736-650

Government Property FAR 52.245-1 https://www.acquisition.gov/far/html/52 245.html

Department of Defense (DoD) Directive 5030.61 DoD Airworthiness Policy https://fas.org/irp/doddir/dod/d5030_61.pdf

FY15 USSOUTHCOM DEPLOYMENT ORDER 241150ZSEP14

USSOUTHCOM FY15 DEPORD (ANNEX F. ISR INSTRUCTIONS AND POLICY) 191515ZSEP14

SC Reg 40-501, dtd, 27 July 2022 MEDICAL SUITABILITY SCREENING

TASK ORDER (TO) 47QFCA21F0081 Monitoring, Analysis, Reconnaissance, Logistics, Intelligence, and Network Services (MARLINS) in support of: United States Southern Command (USSOUTHCOM) (most current version)

Technical Direction Letter for TDL02 under MARLINs (most current version)

Attachments:

Reserved.

1. Background

The USSOUTHCOM J8 is responsible for collecting Intelligence, Surveillance, and Reconnaissance (ISR) and Electronic Support (ES) data and disseminating this data to the Area of Responsibility (AOR) and the intelligence community interests. The primary means to collect this data is via commercial airborne assets with payloads and data links. These commercial airborne assets provide USSOUTHCOM with the capabilities to detect and identify illicit drug traffickers and other threats to U.S and host nation forces,

2. Objectives

The purpose of this program is to:

- Provide commercial airborne ISR support and develop tactics, techniques and procedures for newly integrated a newly developed ISR/MPA systems packages that include Electronic Optical/Infrared (EO/IR), Signal Intelligence (SIGINT), and Synthetic Aperture RADAR (SAR) Technology.
- Conduct continuous ISR operational missions within the USSOUTHCOM AOR, which
 includes mission planning support, the operation and maintenance of the aircraft
 and the collection, processing, and distribution of ISR data. This program provides
 USSOUTHCOM with the services required to meet counter narcotic/terrorism mission
 objectives.

2.1. Scope:

2.1.1. SMX shall provide two (2) forward deployed multi-sensor Contractor Owned/Contractor Operated (CO/CO) aircraft (one per subcontractor) into the

USSOUTHCOM Area of Responsibility (AOR) required to provide each 1500 flight hours per contract year (125 flight hours per month). The CO/CO aircraft and supporting personnel shall be based in Puerto Rico (specific location at discretion of the contractor) and have the ability to deploy to other locations to include foreign countries within the AOR. The aircraft shall be operated and maintained under DCMA Instruction 8210.1C (Change 1), Attachment 16 or the latest version as per the MARLINS task order.

- 2.1.2. The Subcontractor will have integrated on the aircraft ISR radar (SAR, FLIR, etc.), and communication equipment with the capability to communicate with JIATF-S.
- 2.1.3. The Subcontractor shall provide sufficient personnel to fly and maintain 125 flight hours per month/1500 per year for each contract year, with an ability to surge with prior coordination.
- 2.1.4. The aircraft may be integrated and operated with Government Furnished Equipment (GFE), namely Airborne Intelligence Surveillance and Reconnaissance (AISR) sensors and secure radios. However, it is the Subcontractors responsibility to ensure an operational capability exist at time of award via commercial means, unless specifically approved government furnished equipment is identified. At this point, there is only two items being provided, the government will make available a highly modified P-90 ASR radar, and two (2) one for each aircraft Harris PRC-117G satcom radios.
- 2.1.5. The Subcontractor shall be prepared to conduct development, upgrade, integration, Operational Test and Evaluation (OT&E), operations execution and maintenance (including repairs and replacement of Government Furnished Equipment (GFE) on Intelligence, Surveillance and Reconnaissance (ISR) systems.
- 2.1.6. The Subcontractor shall provide sufficient trained personnel to plan and execute operational missions, operate/maintain the on-board sensors, and deliver analyzed/exploited data collected to the Government.
- 2.1.7. The Subcontractor be responsible for appropriate ramp, hangar, facilities, tools, ground support equipment and office space to execute this SOW.
- 2.1.8. Subcontractor shall assist the Government with research regarding the potential utilization and effectiveness of Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) hardware and software. Subcontractor role and responsibilities for this testing will be dictated by applicable test plan.

2.2. General/Operations:

- 2.2.1. Place of Performance: The work to be performed under this Subcontract shall be performed in Puerto Rico, to support JIATF South taskings located in Key West, Florida. Also, when required, work may be performed in other countries within the USSOUTHCOM AOR. Work of this nature will be referred to as "deployments."
- 2.2.2. The Subcontractor will receive mission (sortie) taskings from JIATF South Operations Center via SMX LNO team and SMX Site Operations Lead.

- 2.2.3. Operational Taskings are typically provided with 48 hours' notice however, ad hoc mission tasking may occur with no prior notice. The unpredictable nature of the mission makes operations possible 24 hours a day/7 day a week.
- 2.2.4. Unless specifically prevented by mission crew compliment, the Subcontractor will ensure the CO/CO aircraft have sufficient seating and communications equipment for a Host Nation Rider (HNR). HNR is to be considered as part of the air crew and briefed accordingly.

2.3. Key Personnel

For the purposes of bidding and execution of this SOW, there are no designated key personnel on this program as defined in the MARLINS task order.

- 2.3.1. Additional Personnel Qualifications and Other Positions (non-key):
 - 2.3.1.1. The Subcontractor shall assign appropriate personnel and at all times maintain adequate number of personnel for the uninterrupted performance of all tasks in this SOW.
- 2.4. Data Rights: The Government has unlimited rights to all documents/material produced under this Subcontract. All documents and materials, to include the source codes of any software, produced under this Subcontract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Subcontractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.
- 2.5. Non-Disclosure Requirements: Performance under this Subcontract may require the Subcontractor to access data and information proprietary to a Government agency, another Government Subcontractor, or of such nature that its dissemination or use other than as specified in this work statement would be advised to the interests of the Government or others. Neither the Subcontractor, nor Subcontractor personnel, shall divulge, nor release data or information developed, or obtained under performance of this work statement, except to authorize Government personnel or upon written approval of the Company or KO. The Subcontractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this SOW. All documentation showing individual names or other personal information shall apply and shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, and 5 United States Code (U.S.C.) Section 552a.
 - 2.5.1. Non-Disclosure Statements: The Subcontractor shall provide signed non-disclosure agreements to the Company and Government prior to commencement of work under the Subcontract. Disclosure of information by Subcontractor personnel may result in Subcontractor personnel removal from performance of duties under this Subcontract.
 - 2.5.2. At no time will the Subcontractor employees transmit government documents or information using methods that do not meet the security requirements specified in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" such as personal electronic mail accounts, public digital data

- storage sites (cloud storage), social media platforms or instant messaging. Approved government sites such as U.S. Army Aviation and
- 2.5.3. Missile Research Development and Engineering Center (ARMDEC) Safe Exchange at https://safe.amrdec.army.mil/SAFE/About.aspx, or All Partners Access Network (APAN) at https://community.apan.org/, or other transmission means determined by the government must be used.
- 2.6. Organizational Conflict of Interest (OCI): Subcontractor personnel performing work under this Subcontract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Subcontractor shall notify the Smartronix immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Smartronix to avoid or mitigate any such OCI. The Subcontractor's mitigation plan will be determined to be acceptable solely at the discretion of the SMX and in the event the SMX unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Company may affect other remedies as he or she deems necessary, including prohibiting the Subcontractor from participation in subsequent contracted requirements which may be affected by the OCI.
- 2.7. Phase-In/Phase-Out (PIPO) Period: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Subcontractor shall have personnel on board, during the 30-Day Phase-In/Phase-Out periods. Upon Phase-in and Phase-out, the Subcontractor shall establish a process of accountability regarding the receipt, possession, and return/transition of all GFE and include this process into the Property Management Report.
- 2.8. General Training Requirements:

The subcontractor shall comply with all required SOUTHCOM AOR theater, OCONUS training, and training to maintain U.S. Embassy access and badge in Bogota, Colombia.

- 2.8.1. Pilots: Must be current in operation of the deployed aircraft and meet requirements in program's Flight & Ground Operations Procedures (FGOP).
- 2.8.2. All Personnel: General Training Requirements:

 The subcontractor shall comply with all required SOUTHCOM AOR theater, OCONUS training, and training to maintain U.S. Embassy access and badge in Bogota, Colombia.
- 2.8.3. Information Assurance (IA)/Information Technology Training. For those that have access to government computers. Execute training DoD Cyber Awareness Training and additional training as dictated by local IA/IT rules, regulations and procedures.
- 2.8.4. OPSEC Training: All personnel will complete Level I OPSEC training within 30 calendar days of employment under this Subcontract. OPSEC Level I training is available at https://jkodirect.jten.mil, course number "EUC-ECJ6-110-N-LB". Training must have been completed within the last 12 months and maintained yearly thereafter.

- 2.9. Theater and Country Clearance Requirements: Subcontractor shall ensure all U.S. citizen or U.S. resident Subcontractor employees performing services under this who are traveling in the USSOUTHCOM AOR follow the requirements identified in the electronic Foreign Clearance Guide (FCG) at https://www.fcg.pentagon.mil/fcg.cfm and must have all necessary passports, visas, and other documents required to enter, exit, or work in the USSOUTHCOM AOR; must have the appropriate DOD identity credential(s); must have the appropriate special area, country, and theater clearance as required in DOD Directive 4500.54E. Subcontractor personnel shall return all U.S. Government issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.
- 2.10. Passports. Personnel will maintain passports updated such that they can deploy to any country in the AOR.
- 2.11. Installation Access to DOD Facility or Host Nation Installation: Subcontractor employees performing services under this Subcontract shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) (U.S. citizen and residents only), and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and areas commander installation/facility access and local security policies and procedures (provided by the COR or KO), and status of forces agreements or other diplomatic agreements. The employee performing services under this Subcontract shall provide all information required for background checks to meet installation access requirements to the installation Provost Marshal Office, Director of Emergency Services, Security Office, or host nation equivalent.

Host Nation Installation Access with No DOD Facility: Subcontractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The employee performing services under this Subcontract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

- 2.12. Medical Travel Requirement: Subcontractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the SC Reg 40-501, Medical Suitability Screening, dated, 27 July 2022.
- 2.13. Synchronized Pre-deployment and Operational Tracker (SPOT): Upon award of this Subcontract, or employment of new personnel, the Subcontractor will enter Subcontractor employees performing services under this Subcontract into the SPOT database who meet one of the following conditions:
 - (1) All U.S. citizen and resident, and third country national (TCN) personnel who travel into the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.
 - (2) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.
 - (3) Private security Contractor and contingency Contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or DOD Civilian personnel and regardless of the length of the anticipated period of performance.

- (4) Subcontractor personnel with a place of performance in the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may, within the terms of the Subcontract, deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.
- 2.14. The COR or KO will approve all employees in the SPOT database and a Letter of Authorization (LOA) is generated to the Subcontractor on each employee. All requests from the subcontractor shall be submitted to Smartronix. The signed LOA is required prior to travel to, from, or within the USSOUTHCOM AOR. The LOA will identify any additional authorizations, privileges, or Government support to which Subcontractor personnel are entitled under this Subcontract. The LOA will be regenerated by the Subcontractor upon expiration of the LOA. Changes to the status of individual personnel relating to their intheater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, wounded, etc.) shall be annotated within the SPOT database in accordance with the timeliness established in the SPOT business rules. Information and standards for the SPOT system is posted on the U.S. Government Foreign Clearance Guide website at https://www.fcg.pentagon.mil/fcg.cfm for the country of employment. Access to SPOT is https://spot.dmdc.mil.

2.15. COVERED DEFENSE INFORMATION (CDI):

The Subcontractor may, during the performance of this work, be provided access to CDI, and may be producing and delivering CDI.

"Covered Defense Information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is –

- 2.15.1. Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract, or
- 2.15.2. Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.
- 2.16. International Traffic in Arms Regulations (ITAR):

The performance of this Subcontract or Task Order issued hereunder may involve the export of defense articles or defense services as those terms are defined in the International Traffic in Arms Regulations ("ITAR," 22 CFR 120-130). The ITAR requires that prior to the export of such defense articles or services (including associated technical data) to a foreign person, corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions) the Subcontractor must obtain the advance approval of the Department of State, Directorate of Defense Trade Controls (DDTC). DDTC's approval to export is affected through its release of a manufacturing license agreement, technical assistance agreement, distribution agreement, offshore procurement agreement, or

temporary/permanent export/import licenses. The Subcontractor shall fully comply with all export requirements and promptly provide copies of all DDTC released export documentation pertaining to the Subcontract/Task Order to the Smartronix Program Manager and Subcontracts Administrator. The subcontractor shall not, nor will Subcontractor authorize or permit its personnel to disclose, export, or re-export any information, or any process, deliverable, or service that is produced under this subcontract agreement, without prior notification and compliance with all applicable Federal, State, and local laws; regulations; and ordinances, including the regulation of the U.S. Department of Commerce and/or the U.S. Department of State, ITAR and the Arms Export Control Act (AECA). In addition, Subcontractor agrees to immediately notify Smartronix if Subcontractor is listed in the Denied Parties List published by the U.S. Department of Commerce, or if Subcontractor's export privileges are otherwise denied, suspended, or revoked in whole or in part by either the U.S. Department of Commerce or the U.S. Department of State.

2.16.1. Technical Assistance Agreements (TAAs):

It is incumbent upon the Subcontractor to ensure that appropriate Technical Assistance Agreements (TAAs) and/or applicable export licenses are in place before conducting any activity under this SOW which requires such approval and documentation.

2.17. Operational Support

2.17.1. The Subcontractor shall maintain the aircraft such that they maintain a 92% Operational Readiness Rate. Excluding scheduled maintenance downtime, both aircraft will be available to execute daily sorties at the designated Operational Rate (OR) rate.

The subcontractor is manned to execute missions 24 hours/7 days a week, 365 days a year. As such, the subcontractor will plan for contracted aircraft to be Not Mission Capable (NMC) for no more than 20 consecutive calendar days (including weekends, US, and host nation holidays).

Aircraft OR will be reported and calculated in the following manner:

- a) Annual Reporting: Start date of the contract year (i.e. August 24, 20X2) and reported on the 1^{st} of each through the end of the contract year (i.e. August 23, 20X3) in the EOM report and on the 5^{th} of each month in the MSR.
- b) Monthly Reporting: Start of the month (i.e. August 01, 20X2) through end of the last day of the month (i.e. August 31, 20X2) and reported on the 1st in the EOM report and the 5th of each month in the MSR.
- c) Track daily aircraft status (FMC or NMC); as of 2359 hours (local time of the aircraft)
- d) For each method of OR calculation, the subcontractor will count the total number of FMC days since the start of the Annual/Monthly method and divide this figure by the number of days since day one.
 - a. Example: If the aircraft was FMC 29-days of a 31-day month, the monthly OR = 0.935 or 93.5%

- e) External factors such as crew sickness, GFR approvals, CAOC availability, and situations specifically approved by the USG in writing will not count against the aircraft OR rating.
- f) Issues as a result of Government furnished equipment a shall not be used to calculate the aircraft OR rating.
- g) At a minimum, Aircraft OR will be reported in the Monthly EOM and MSR with, at the request of SMX/Government, reported within a weekly report or as requested.

2.17.2. Scheduled and Unscheduled Maintenance

2.17.2.1. Scheduled Maintenance:

- 2.17.2.1.1. Definition: Preventative/Predetermined maintenance that includes regular, pre-determined by the manufacturer, condition-based, and periodic (time-based) maintenance. Coordination between SMX and SOUTHCOM will be conducted to ensure scheduled maintenance does not interfere with potential tasking.
- 2.17.2.1.2. Scheduled maintenance will NOT count against the aircraft OR rating. For the purposes of aircraft OR calculation, scheduled maintenance shall count as a FMC aircraft.
- 2.17.2.1.3. All schedule maintenance shall be approved NLT 48 hours prior to execution of the maintenance and be approved by the USG

2.17.2.2. Unscheduled Maintenance:

- 2.17.2.2.1. Definition: Unscheduled maintenance is reactive/corrective maintenance that occurs when an issue or breakdown/failure appears.
- 2.17.2.2.2. The contractor shall use the most expedited means to send equipment and parts used to correct an AOG aircraft status and will seek SMX/USG assistance as needed to expedite the return to service.
- 2.17.3. If the aircraft is determined to be NMC, information as to status must be reported to SMX/SOUTHCOM ASAP with continued daily updates that include ETIC, COAs, and daily status.
- 2.17.4. The Subcontractor shall maintain the GFE sensors IAW manufacture instructions and report to USSOUTHCOM and other designated offices when they become Partially Mission or Non-Mission immediately. The Subcontractor shall coordinate with USSOUTHCOM to ship and/or receive maintenance teams for sensor maintenance.
- 2.17.5. Post Award Conference/Subcontract Periodic Progress Meetings: The Subcontractor shall attend the post award conference convened by the Subcontracting activity or Subcontract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. Smartronix, KO, COR, with other Government personnel, as appropriate, may meet periodically with the Subcontractor to review the Subcontractor's performance. At these meetings the Company, or KO will apprise the Subcontractor of how the government views the Subcontractor's performance and the Subcontractor will apprise

the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

- 2.18. Defense Base Act (DBA) Insurance: All personnel performing duties OCONUS shall be included in and insured with a policy covering DBA requirements.
- 2.19. Subcontractor shall develop cost estimate, and update yearly (due January of each year):
 - The cost of GFE removal from CO/CO aircraft and return of aircraft to pre-contract configuration.
 - The cost of redeploying equipment, personnel and materials; closure of all business contracts in Bogota, Colombia; and all other costs involved in closing operations in Bogota, Colombia."

3. <u>Travel Requirements</u>

All travel cost will be reimbursed strictly in accordance with JFTR and FAR Cost Principle 31.205-46, Travel Cost and as described in section 2.

All Travel Authorization Request (TAR) shall be submitted to the MARLINS mailbox (MARLINS@smxtech.com) 10-days prior to travel for review and submission. Urgent TAR – if travel is urgent and within 5 business days of the TAR submittal date. Along with the TAR, submit an explanation for the urgency and customer concurrence/request. After-the-fact TARs will not be accepted; late TARs will be rejected, and the subcontractor shall be solely responsible for costs incurred while traveling without an approved TAR.

4. Deliverables

4.1 Monthly Status Report:

The Subcontractor shall submit a written Monthly Status Report (MSR) to Prime Contractor PM that consolidates information from all operating locations, on or before the 5th day of each month. It should be a concise report of status on the Task Order and contain the following information:

- 4.1.1 Title
- 4.1.2 Brief description of technical scope
- 4.1.3 Period of Performance
- 4.1.4 Monthly Progress and Financial Status, to include:
 - 4.1.4.1 Updated spend plan
 - 4.1.4.2 Expenditures by CLIN
 - 4.1.4.3 Obligations by CLIN
 - 4.1.4.4 Estimate to Complete (ETC)

4.1.4.5 Estimate At Complete (EAC)

- 4.2 Monthly Risk Register (Include w/ MSR or Separate): Follow Subcontractor risk management process as desired. At a minimum, identify project risks, description, and categorize probability of occurrence and impact of occurrence on traditional 1-5 scale. Identifyrisk handling and mitigation strategies.
- 4.3 Weekly and Monthly Reports, to include:
 - 4.3.1 Performance highlights, accomplishments, and significant events during reporting period.
 - 4.3.2 Deliverables submitted or progress on deliverable products.
 - 4.3.3 Action items currently in progress (Open) or resolved (Closed).
 - 4.3.4 Personnel dispositions and status.
 - 4.3.5 Forecasted maintenance cycles.
 - 4.3.6 Current or anticipated problems, and description of actions to resolve.
 - 4.3.7 Significant and/or recurring issues that have potential to impact cost, schedule, orperformance of contract.
 - 4.3.8 Activity planned for next reporting period

4.4 Final Technical Report:

Final detailed written technical report (TR) (Microsoft Word® electronic format) shall include task background, objectives, assumptions, specific data collected, analyses conducted, conclusions and recommendations.

4.5 Other Technical Deliverables:

SMX may require other technical deliverables from time to time that are the result of work conducted under section 2. These may include PowerPoint presentations or written reports. Such items shall be provided in electronic format and, if requested, hard copy. All such deliverables shall be of a format and quality suitable for archival storage.

4.6 Deliverable Schedule:

Table 4.1 below provides the deliverable schedule.

Deliverables		
Deliverable	Days After Subcontract Award (DASA)	
4.1 Monthly Status Reports	Monthly, 5 calendar days after the last day	
	of the preceding month	

4.3 Final Technical Report	30 days prior to the end of the Period of		
	Performance or earlier if directed by SMX.		
4.4 Other Technical Deliverables	As specified by SMX and per below		
Management Plan	Once, within 30 days of award		
Monthly Progress and Financial Status	Monthly, by the 5th calendar day of the		
Report	month		
Damage Report	As required, within 3 calendar days of the event		
Safety Assessment Report	As required		
Test Report	As required		
Test Procedures	As required		
Test Plans	As required		
Air Worthiness-Related Substantiation	As required		
Data	7.5 required		
Flight Operating Procedures	Once, prior to first flight operations, updates		
I ng.n. operating i recodules	as required		
Ground Operating Procedures	Once, prior to first flight operations, updates		
and the same of th	as required		
Transition-Out Plan	Once, within 30 calendar days of award		
Contingency Plan	As required		
Out Year Projects	Annually, by 15 January		
Risk Mitigation and Risk Matrix	Once per quarter (Jan, Apr, Jul, and Oct)		
Government Funded Equipment (GFE)	Once per quarter (Jan, Apr, Jul, and Oct)		
and Government Furnished Property	(2007)		
Report			
Deliverables			
Deliverable	Days After Subcontract Award (DASA)		
Personnel Status reports	Daily via electronic submission to		
	Government Distro (TBD)		
SITREP	Daily via electronic submission to		
	Government Distro (TBD)		
Flight Log	Immediately following a mission via		
	electronic submission to Government Distro		
	(TBD)		
New Staff Authorization to Change	Within 10 business days from hiring a new		
	employee to the program		
Weekly Update Report	Weekly via electronic submission to		
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Table 4.4.	Government Distro (TBD) Delivery Schedule		

Table 4.1: Delivery Schedule

6 Technical Point(s) of Contact (POCs)

Deliverables under this subcontract are to be provided to the individual(s) specified in this section and to other persons that they may designate. These individuals are authorized to provide technical direction to the subcontractor that is within the scope described in Paragraphs 2 through 5 above. The subcontractor is specifically notified that these

individuals are not authorized to approve changes in subcontract cost or period of performance, nor are they authorized to add or remove scope to the work described herein.

Points of Contact	Primary	Secondary
Name:	Jason R. Long	Thomas E. Williams
Phone:	727-355-3775	240-298-3058
Email:	jlong@smxtech.com	tewilliams@smxtech.com
Address:	2907 W Bay To Bay Blvd	44150 Smartronix Way
	Tampa, FL 33629	Hollywood, MD 20636

Lastly, these individuals are <u>not</u> authorized to direct work outside the tasks described herein orto authorize Smartronix to incur any cost other than those required to perform said effort.

7 Government Furnished Equipment and Subcontractor Furnished Materials

7.1 Government Furnished Property:

The Government will furnish the items listed in section 2.1.4 and in Appendix A (If applicable). For all GFP issued for this Subcontract, the Subcontractor shall submit a Property Management Report 30 Days afteraward to the Company and COR that addresses the requirements as listed in FAR Clause 52.245-1, Government Property. Subcontractor shall ensure GFP is maintained IAW AR 735-5, Policies and Procedures for Property Accountability, in addition to the aforementioned clause.

- 7.1.1 GFP Accountability: The Subcontractor shall maintain strict accountability of all GFP parts/equipment in its possession. The Subcontractor shall maintain accurate and
 - current chain of custody documentation to track turnover/possession between the U.S. Government and the Subcontractor.
- 7.1.2. For all GFP received under this Subcontract, the Subcontractor shall conduct all necessary examinations, inspections, and maintenance IAW FAR Clause 52.245-1, Government Property and AR 735-5, Policies and Procedures for Property Accountability. For all issued GFP for this Subcontract, the Subcontractor shall submit a Property Management Report 30 Days after award to the Company and COR that addresses the requirements as listed in FAR Clause 52.245-1, GovernmentProperty.
- 7.1.3. All GFE/GFP required for this effort will be entered into the subcontractor and prime contractor logistics data management systems and inventoried according to schedulesdefined in the MARLINS task order.
- 7.1.4 The Subcontractor shall be responsible for reporting all losses and damage to the Company and Government. In the case of theft or loss, the reported incident will be examined by the Company and COR. Examination of all aspects of the incident, to include documentation, will be reviewed and final determination will be made by theresponsible Contracting Officer.
- 7.1.5 The Subcontractor shall update the GFP listing annually to ensure the GFP list is

accurate and complete. Any additions or subtractions of GFP changes shall be noted in the Government Furnished Property Report.

7.2 Return of GFP:

The Subcontractor shall remove all GFP from CO/CO aircraft and return to the Government within thirty (30) days after the end date of the Subcontract IAW FAR 52.245-1. Aircraft demodification consists of the following: Remove all sensors and associated wiring from the aircraft as described above; where the sensors have required airframe modifications, replace /repair the airframe back to original condition. If the pressure bulkhead or outer skins have been modified, an FAA approved engineering report will be required for each modification repair. When the final inspection is complete, a standard strip, corrosion repair and paint job shall be performed. USG estimates 120 days to accomplish all tasks.

7.3 Subcontractor Provided Materials:

The Subcontractor shall provide the materials required to execute the work under this subcontract. Specifically, consumables for aircraft and ground support equipment maintenance, facility cleaning and hygiene supplies, office supplies, and miscellaneous itemsrequired.

8 Security Requirements

8.1 The Subcontractor shall acquire a Communications Security (COMSEC) account and mustforward requests for COMSEC material/information through the Contracting Officer's Representative. The Subcontractor is governed by DoD 5220.22-M, Chapter 9, Section 4 "Communications Security (COMSEC)" and NSA/CSS Policy Manual 3-16. Access to

COMSEC material is restricted to US citizens holding a final US Government security clearance. Such information is not releasable to personnel holding only reciprocal clearances. Prior approval from the Government Contracting Agency is required for a Prime to grant COMSEC access to a Subcontractor. Subcontractor must comply with DIA/DS guidelines.

The NSA Central Office of Record has primary responsibility for the auditing of all COMSEC material governed by DoD 5220.22-M.

8.2 The work on this task is specified by an attached DD254.

9 Business Days

Unless otherwise specified, all dates in calendar days.

10 <u>Defense Base Act (DBA) Insurance</u>

All personnel performing duties OCONUS shall be included in and insured with a policy covering DBA requirements.

11 Work Schedule

11.1 The unpredictable nature of the mission makes operations possible 12 hours a day / 6 days aweek. Mission tasking for these operations is typically provided with twelve (12) hours' notice; however, ad-hoc mission tasking may occur with no prior notice. The Contractor shall base costs, staffing, and support levels on 125 flight hours per month. Mission tasking combined with flight testing may surge totals to two hundred twenty (200) flight hours per month.

11.2 Overtime:

Overtime is Not Applicable (N/A) to this contract and its resultant Task Orders (TOs). Due to the stated operational tempo, extended work weeks are required and therefore work hours beyond 40 per week are authorized with prior coordination.

Approved Rejected

Approval by the Acquisition Specialist indicates all key elements of the SOW are present and in order. The Project Manager is responsible for technical accuracy and completeness.

Signature Date/Time