

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00002

3. EFFECTIVE DATE
12-Dec-2019

4. REQUISITION/PURCHASE REQ. NO.
See Section G

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6) CODE

S4801A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
Dahlgren VA 22448-5110

DCMA SEATTLE
188 106TH AVE NE, STE 660
BELLEVUE WA 98004-5965

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Tatitlek Technologies Inc
561 East 36th Avenue
Anchorage AK 99503-4137

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-16-D-9063 / N0017819F3019

10B. DATED (SEE ITEM 13)

30-Sep-2019

CAGE CODE 4WZG2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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)
Limitation of Funds (FAR 52.232-22)

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)

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

12-Dec-2019

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to provide Incremental Funding to current year Labor totaling and Travel totaling , and to update the Contract Specialist's Contact Information in Section G. All charts and tables have been updated accordingly. Please see Summary of Changes. 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 by to .

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7000AC	O&MN,N			
9000AC	O&MN,N			

The total value of the order is hereby increased from by to.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000AA			
7000AC			
9000AA			
9000AC			

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7000AC		12/12/2019 - 9/29/2020
9000AC		12/12/2019 - 9/29/2020

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		Base Year Administrative Support Services IAW Section C, Statement of Work (See Note 1)					
7000AA	R699	HOLDING SLIN (Fund Type - TBD)		LH			
7000AB	R699	Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked. (O&MN,N)		LH			
7000AC	R699	Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked. (O&MN,N)		LH			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverables for Base Year IAW Exhibit A, CDRLs Not Separately Priced (NSP). (See Note 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Year One (1) Administrative Support Services IAW Section C, Statement of Work (See Note 1 & 2)					
7100AA	R699	HOLDING SLIN (Fund Type - TBD)		LH			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Data Deliverables for Option Year One (1) IAW Exhibit A, CDRLs Not Separately Priced (NSP). (See Notes 2 & 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Year Two (2) Administrative Support Services IAW Section C, Statement of Work (See Notes 1 & 2)					\$4,287,872.00
7200AA	R699	HOLDING SLIN (Fund Type - TBD)		LH			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverables for Option Year Two (2) IAW Exhibit A, CDRLs Not Separately Priced (NSP). (See Notes 2 & 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Year Three (3) Administrative Support Services IAW Section C, Statement of Work (See Note 1 & 2)					
7300AA	R699	HOLDING SLIN (Fund Type - TBD)		LH			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverables for Option Year Three (3) IAW Exhibit A, CDRLs Not Separately Priced (NSP). (See Notes 2 & 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Year Four (4) Administrative Support Services IAW Section C, Statement of Work (See Notes 1 & 2)					
7400AA	R699	HOLDING SLIN (Fund Type - TBD)		LH			

For Cost Type / NSP Items

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverables for Option Year Four (4) IAW Exhibit A, CDRs Not Separately Priced (NSP). (See Notes 2 & 4)		LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Base Year ODCs in Support of CLIN 7000. (See Note 3)			
9000AA	R699	HOLDING SLIN (Fund Type - TBD)			LO
9000AB	R699	Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked. (O&MN,N)			LO
9000AC	R699	Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked. (O&MN,N)			LO
9100		Option Year One (1) ODC in support of CLIN 7100			
9100AA	R699	HOLDING SLIN (Fund Type - TBD)			LO
9200		Option Year Two (2) ODC in support of CLIN 7200			
9200AA	R699	HOLDING SLIN (Fund Type - TBD)			LO
9300		Option Year Three (3) ODCs in support of CLIN 7300			
9300AA	R699	ODC in support of CLIN 7300 (Fund Type - TBD)			LO
9400		Option Year Four (4) ODCs in support of CLIN 7400			
9400AA	R699	ODC in support of CLIN 7400 (Fund Type - TBD)			LO

NOTE 1: LABOR HOURS (LH)

The Labor Hours (LH) for the Base Year and each Option Year shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort Clause.

NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option CLINs.

NOTE 3: OTHER DIRECT COST (ODCs)

ODCs shall include material and travel required during the Period of Performance of the identified CLIN.

NOTE 4: NOT SEPERATELY PRICED

The price for Not Separately Priced (NSP) Data items (CLINS: 7099, 7199, 7299, 7399, and 7499) shall be included in the price of the corresponding Labor CLINs (CLINS: 7000, 7100, 7200, 7300, and 7400).

B.1 TYPE OF ORDER

This is a Level of Effort (term) type Task Order.

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Items in the 7xxx series are Cost-Plus-Fixed-Fee type.

Items in the 7x99 series are Not Separately Priced (NSP).

Items in the 9xxx series are Cost-Only, excluding fee.

B.2 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) via a modification during the performance of this Task Order to allow for additional CLINs/SLINs as needed to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall Level of Effort or value of the Task Order.

B.3 FIXED FEE INSTRUCTIONS

(a) If the total Level of Effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT-ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this Task Order, the Contracting Officer, at their sole discretion, shall finalize fee based on the percent of hours provided in relation to the Fixed Fee. For example, if ninety (90%) percent of the funded hours were provided, the Contractor is entitled to ninety (90%) percent of the Fixed Fee.

The above fee calculation applies to all periods regardless of the level of funding. The process for finalizing the Fixed Fee is the same for both fully funded periods and periods funded at less than the estimated total Cost-Plus-Fixed-Fee.

The following table reflects the hourly rates to be billed.

POP	Fixed Fee Amount	Man-Hours	Rate (fee per hr.)
Base Year	\$		\$
Option Year 1	\$		\$
Option Year 2	\$		\$
Option Year 3	\$		\$
Option Year 4	\$		\$

(b) This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods.

B.4 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

B.5 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR

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52.232-22), as appropriate, shall apply separately and independently to each separately identified estimate costs.

B.6 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALTERNATE I) (NAVSEA) (MAY 2010)

Applicable to CLINS: 7000, 7100, 7200, 7300, and 7400.

(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.

CLIN	Fixed Fee Amount	Man-Hours	Rate (fee per hr.)
7000	\$		\$
7100	\$		\$
7200	\$		\$
7300	\$		\$
7400	\$		\$

(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 specified 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.

B.7 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allowable, and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

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

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

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

B.8 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

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This entire Task Order is cost type.

Items in the 7000 - 7400 are cost type.

Items in the 7099 - 7499 are NOT Separately Priced (NSP).

Items in the 9000 - 9400 are cost only, excluding fee.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 BACKGROUND

The Center for Surface Combat Systems (CSCS) has a requirement for support services encompassing Graphics, Logistics, Mailroom, Library, Administrative/Secretarial, Military Personnel, Access/Visitor Control, Security, Workforce Development, Technical Documentation, and Electronic Classroom scheduling. The services necessary to accomplish the tasks within this Statement of Work are defined below.

The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section E, Inspection and Acceptance and the Quality Assurance Surveillance Plan (QASP) Attachment J.2.

This is a Task Order (TO) for the provision of services by the Contractor. In accordance with law and policy and with the terms and conditions of this Task Order, Contractor personnel shall perform as required by this TO, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this TO shall require, among other things, the Contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The Contractor's use of and access to Government owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. Rights in data constituting and contained in contract deliverables required by the Contract Data Requirements List (CDRL) shall be governed by the appropriate contract clauses.

C.2 SCOPE

The scope of this Task Order covers support across the CSCS domain. CSCS consists of the Command and Staff located in Dahlgren, VA, CSCS Units, Sites, and Detachments Worldwide - currently defined as:

- CSCS Headquarters, Dahlgren, VA, (includes CSCS Site Rota, Spain)
- AEGIS Training and Readiness Center (ATRC) (includes the RCT Trainers)
- CSCS Unit Dam Neck, VA (includes the Aegis Ashore Team Trainer (AATT) and the Ship Self Defense System (SSDS) Facility/lab)
- CSCS Unit Great Lakes, IL
- CSCS Detachment East Norfolk, VA
- CSCS Detachment West San Diego, CA
- CSCS Detachment Mayport, FL (includes the Littoral Combat Ship (LCS) Training Facility)
- CSCS Detachment Norfolk, VA (includes the CIAT Facility)
- CSCS Detachment Pacific Northwest, Everett, WA
- CSCS Detachment Pearl Harbor, HI
- CSCS Detachment San Diego, CA (includes the CIAT Facility)
- CSCS Detachment Wallops Island, VA
- CSCS Detachment Yokosuka, Japan
- Mine Warfare Training Center San Diego, CA
- Fleet Anti-Submarine Warfare (FASW) Training Center, San Diego, CA (includes LCS and DDG 1000 Training Facilities)

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Work hours for CSCS and its Learning Sites and Detachments is 0730 - 1600 (this includes a 30 minute lunch break). The Aegis Training and Readiness Center (ATRC), Dahlgren Library support shall be provided from 0730 to 1630, Monday through Thursday, and from 0730 to 1600 on Friday. The first shift will be from 0730 to 1600 and the second shift will be from 0800 to 1630, which include a 30 minute lunch break, Monday through Friday.

C.3 REQUIREMENTS

C.3.1 GRAPHICS SUPPORT. The Contractor shall support the Government in developing and updating graphics documentation to include:

(a) Technical site layouts for all tactical training equipment (TTE), including Ethernet drawings, individual room layouts, power panel locations and connectivity, floor layouts, equipment layouts (tactical and non-tactical including auxiliary equipment), security drawings and building layouts.

(b) Equipment interconnectivity diagrams, including stored configurations and cable block diagrams/road maps.

(c) PowerPoint/graphics presentations for CSCS ensuring consistency of style by utilizing the standard format for CSCS. The Contractor shall coordinate with project teams and management on schedules, requirements, goals and assignments (CDRL A001)

C.3.2 LOGISTICS SUPPORT. The Contractor shall provide logistics support to CSCS domain sites.

(a) The Contractor shall provide logistics support to include items such as: control of failed Depot Level Repairable (DLR) TTE turn-in parts, shipping and receiving, storage, warehousing, issuing, inventory and property control, requisition preparation, processing Initial Outfitting Lists, Coordinated Shipboard/Shore based Allowance List (COSBAL) maintenance, interface with financial and maintenance personnel, transition of non-National Stock Number (NSN) items and expediting.

(b) The Contractor shall prepare and arrange materials and products in bulk and non-bulk forms for distribution or storage; moving and loading or unloading equipment, materials, and products; operating forklifts and related material-handling machinery and equipment; and using hand trucks to load and move materials.

(c) The Contractor shall complete the required Personal Property Management training in order to maintain access to the Approved Property System of Record (APSR). The Contractor shall receive, process, and track new assets into the appropriate asset tracking system, log system actions, provide logs to the Accountable Property Officer (APO) for reconciliation on a monthly basis to be validated against the APSR Increase/Decrease report, and file the associated Key Supporting Documentation. The Contractor shall prepare assets no longer serviceable for disposition and assist the APO in transportation of the assets to Defense Logistics Agency (DLA) Disposition Services.

(d) The Contractor shall provide logistics support for the procurement of furniture or other associated furniture items that meet the requirement for US Navy Blanket Purchase Agreement (BPA) screening for CSCS to include assessment and documentation of site requirements, interface with Industry vendors, research of new products and manufacturers, interface with procurement and financial personnel as required, follow-up on procurement and installation status and issues, tracking of overall project progress, and close-out of

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projects upon completion.

C.3.3 MAILROOM SUPPORT. The Contractor shall provide mailroom support to include items such as: processing and delivery of incoming and outgoing mail; performing classified courier services; ensuring and instructing Government Personnel in proper USPS unclassified packaging and letter preparation; ensuring adherence to security and Personally Identifiable Information (PII) procedures and reporting violations; maintaining an approved address directory database; checking in/out personnel; conducting mailroom indoctrinations; maintaining required logs and records; and assisting Supply/Logistics operations. In support of this effort, the Contractor will be required to pick up and drop off mail from the local post offices on and off base.

C.3.4 LIBRARY SUPPORT. The Contractor shall provide library support to CSCS domain sites. Representative locations include:

- AEGIS Training and Readiness Center (ATRC)
- CSCS Detachment Wallops Island, VA
- CSCS Unit Dam Neck, VA
- FLTASW, San Diego, CA
- CSCS Detachment West, San Diego, CA
- CSCS Unit Great Lakes, Great Lakes, IL
- CSCS Detachment East, Norfolk, VA

(a) The Contractor shall provide customer service, maintain the library collection, circulate library materials, and maintain a status accounting system for recording the circulation of records.

(b) The Contractor shall receive, process, and track material only in the confines of the CSCS libraries, (including Confidential, Secret, NATO, and proprietary material). No generation of Classified, NATO, or proprietary documents will be required. The Contractor shall be responsible for the proper receipt and cataloging of new material.

(c) The Contractor shall be responsible for the dissemination, control, and tracking of library materials on loan to assure the accountability of all items utilizing Corporate Enterprise Training Activity Resource Systems (CeTARS). All material shall be made ready for circulation, efficiently stored, continuously tracked, and recalled as required. Returned material shall be processed and stored for future access and dissemination.

(d) The Contractor shall provide data maintenance to include maintenance of physical collection, holding lists and files, and record/paper file maintenance. Depending on work requirements, some elements of Data Maintenance activity is required daily to ensure all records and files are up-to-date, accurate, and in appropriate areas. Proper maintenance is vital to the efficiency and effectiveness of the technical library in its mission to provide information. As a result, timeliness is critical to delivery of the product. The Contractor shall be responsible for the preparation of library materials. Library materials shall be reproduced by photocopying to respond to internal and external requests for information.

(e) The Contractor shall be responsible for the indexing of storage areas for physical collection maintenance consisting of material in all forms including documents, technical reports, books, CDs, periodicals, military standard and specification files.

(f) The Contractor shall be responsible for change maintenance ensuring that publications are kept up to date with the latest changes

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available.

(g) The Contractor shall be responsible for maintenance of order/procurement files.

(h) The Contractor shall maintain general office equipment and supplies. The Contractor shall inventory library supplies regularly to maintain proper levels. When repair/maintenance of equipment is required or supplies are needed the Contractor shall notify the Government Subject Matter Expert (SME).

C.3.5 ADMINISTRATIVE/SECRETARIAL SUPPORT. The Contractor shall provide administrative/secretarial support to CSCS domain. This support requires the use of Microsoft Office Suite, databases, websites and various Navy programs.

(a) The Contractor shall prepare documents including: correspondence (official correspondence, letters, first endorsements, memorandums, messages and form letters), instructions, notices, transmittals, special directives, technical reports, training deficiency reports, Plan of the Day/Week, officer and enlisted evaluations, military and civilian awards, maintain an incoming and outgoing log of naval correspondence, scheduling meeting rooms, shredding documents and Naval Messages. The Contractor shall monitor leadership schedules/calendars, make arrangements for conferences and meetings and assemble established background materials as directed. The Contractor shall proof grammar, spelling and formatting of all documents. The Contractor shall prepare documents in accordance with the Naval Correspondence Manual as well as formatting/inputting, editing, retrieving, coping, and transmitting text, data, and graphics.

(b) The Contractor shall serve as command/department timekeepers utilizing Standard Labor Data Collection and Distribution Application (SLDCADA); ordering supplies utilizing Department of Defense FedMall; reviewing/inputting travel authorizations/vouchers utilizing Defense Travel System (DTS); and tracking training completion utilizing Fleet Training Management and Planning System (FLTMPS). The Contractor shall provide records management support utilizing Total Records and Information Management (TRIM). The Contractor shall upload military travel data in the BUPERS Online (BOL) Personnel Tempo (PERSTEMPO) system. The Contractor shall provide support in processing Military Fitness Reports (FITREP)/Evaluations utilizing NAVFIT98. The Contractor shall create, route, track and follow-up on routine message traffic created in NICE-Common Message Processor (CMP).

(c) The Contractor shall utilize Navy Department Awards Web Services (NDAWS) in support of the command's military awards program; as part of the Command Recall, the Contractor shall input/remove all newly reporting/departing personnel into the CeTARS; monitor the Navy Standard Integrated Personnel System (NSIPS) e-leave as part of the Command Leave Administrator (CLA), and maintain the Command Directives Program.

(d) The Contractor shall support the Student Support Services to include student muster reporting, inputting student data into CeTARS, processing student badges, printing graduation certificates, and generating performance information memorandums.

(e) The Contractor shall assist the CSCS Management Internal Control Program (MICP) coordinator with maintenance/update of the program notebooks. This includes updating the designation letters, training certificates; checklists, self-assessment, internal control documents, and making sure all references (Instructions and Notices) are up to date.

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(f) The Contractor shall maintain general office equipment and supplies. The Contractor shall inventory office/department supplies regularly to maintain proper levels. When repair/maintenance of equipment is required or supplies are needed the Contractor shall notify the Government SME.

C.3.5.1 MILITARY PERSONNEL SUPPORT. Including the requirements listed under C.3.5, the Contractor shall perform Command Pay and Personnel Administrator (CPPA) and/or Command-Level Access Manager (CLAM) functions such as reviewing all military transfer packages, military gain packages, and military retirement/separation paperwork and uploading these documents via the Transactions Online Processing System (TOPS). As part of the CPPA/CLAM duties, the Contractor will be required to work directly with military staff and students. The Contractor shall support budget execution within the Fund Administration and Standardized Document Automation (FASTDATA) system. CPPAs are required to attend/take training.

C.3.5.2 ACCESS/VISITOR CONTROL. Including the requirements listed under C.3.5, the Contractor shall provide Access/Visitor Control at CSCS facilities. Access shall be authorized in accordance with established security procedures for each building. The Contractor shall provide visitor identification, clearance verification and visitor access control utilizing the Joint Personnel Adjudication System (JPAS).

C.3.6 CSCS/ATRC SECURITY SUPPORT. The Contractor shall provide Security Support to CSCS domain sites and the ATRC.

(a) The Contractor shall compile, consolidate, disseminate, and report findings via Microsoft Word and Excel for data calls, certifications, surveys, exercise, and drill reports. The Contractor shall develop, establish, update, and maintain security records/files/correspondence to ensure effective and efficient operations.

(b) The Contractor shall track and sort by site, all security training to completion and provide status reports to the CSCS/ATRC Security Manager utilizing the FLTMPS system.

(c) The Contractor shall review accounts for proper "In Scope" investigations and access assignment utilizing JPAS. The Contractor shall send Visit Access Requests (VARs) via JPAS. The Contractor shall create and submit Electronic Questionnaires for Investigations Processing (e-QIP) investigations and unlock e-QIP user accounts as required.

(d) The Contractor shall provide security records management by maintaining a database of all security related documents, reports, certifications, training and other security items utilizing TRIM, SharePoint, My Navy Portal CSCS Homepage, appropriate share drives and electronic security folders.

(e) The Contractor shall obtain quotes for security parts and equipment for CSCS and its Learning Sites and Detachments. The Contractor shall prepare purchase order requests for supplies, equipment, and services for CSCS and its Learning Sites and Detachments.

(f) The Contractor shall monitor and review Travel Tracker (TT) Individual Anti-Terrorism Plans (IATPs), ensuring the forms are properly filled out and accurate. The Contractor shall coordinate with CSCS Learning Sites and Detachments TT/IATP Coordinators to ensure proper Coordinator comments are entered and the IATP is validated.

(g) The Contractor shall review Training System Installation Plans (TSIPs) for classified security requirements/impacts. The Contractor shall provide

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findings to the CSCS Security Director. The Contractor shall attend TSIP meetings.

(h) The Contractor shall draft and format command letters, instructions, certifications and security investigation reports using Microsoft Word and Adobe Acrobat software. Upon approval from the CSCS/ATRC, update and forward the documents to the appropriate Administrative Office for serialization and Commanding Officers signature.

(i) The Contractor shall prepare Standard Form (SF) 701 and SF 702 security forms monthly for all CSCS/ATRC spaces, collect last month's forms and issue new month's forms. When all forms are collected, submit to the appropriate Security Office for file retention.

(j) The Contractor shall populate the Security Section of all CSCS System Authorization Access Request (SAAR) forms, as required, and submit to the CSCS/ATRC Security Manager for signature.

(k) The Contractor shall create and maintain the Navy Marine Corps Intranet (NMCI) Laptop property pass database and issue passes to newly reporting personnel, as appropriate, and submit to the CSCS/ATRC Security Manager for signature.

C.3.7 WORKFORCE DEVELOPMENT. The Contractor shall provide Workforce Development Support to CSCS domain sites.

(a) The Contractor shall conduct comprehensive workforce needs assessment studies to formulate an integrated comprehensive master training plan. Based on the assessment studies, the Contractor shall recommend resources for difficult and complex courses and programs. (CDRL A002)

(b) The Contractor shall develop, review, and deliver training plans and requests to ensure compliance with learning objectives. (CDRL A002)

(c) The Contractor shall assist in the overall evaluation of strategic planning of workforce development initiatives and recommend strategies, resource requirements and objectives for improvement.

(d) The Contractor shall analyze workforce development and training data to include past and current development activities both in leadership and technical development areas to determine their impact on the workforce planning for the purpose of projecting development needs and execution of training dollars and training plans. (CDRL A002)

(e) The Contractor shall identify, collect and analyze data; perform trend analysis and identify problems/areas of opportunity. (CDRL A002)

(f) The Contractor shall communicate and coordinate with Academia and other public/private training and educational organizations to obtain "best practices" that may be employed by CSCS.

C.3.8 TECHNICAL DOCUMENTATION. The Contractor shall support the Government in creating/maintaining/updating the system/technical documentation pertaining to the ATRC and Ship Self Defense System (SSDS) laboratory facilities. The information to be created/maintained/updated by the Contractor shall include documents such as:

(a) AEGIS Combat Systems Operational Sequencing Systems (CSOSS) including standard operating procedures, Facilities Description Documents, Technical Description Documents, power diagrams, emergency plans, and user guides

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(safety, and operations).

(b) Configuration Definition Document (CDD), quick reference sheets and data network documentation to include Configuration Change Worksheets (CCWs).

C.3.9 LAB/ELECTRONIC CLASSROOM SCHEDULING. The Contractor shall provide Lab/Electronic Classroom Scheduling Support to CSCS domain sites.

(a) The Contractor shall maintain/update, schedule and de-conflict the ATRC lab and electronic to classroom scheduling program of record to include coordinating with externally linked labs. The Contractor shall update the ATRC scheduling and switch control programs of record to include updating and adding master course outlines/schedules, TTE configuration changes and user accounts. The Contractor shall provide Personnel Qualification Standards (PQS) training for the scheduling program of record.

(b) The Contractor shall identify the connectivity requirements used to configure and maintain the electronic switching systems as well as the associated systems and documentation to be used to configure the AEGIS lab configurations at ATRC. This includes interfacing with Government and military personnel to ensure that new requirements are properly documented so that system changes are executed and documented across multiple Government systems to manage system connectivity management and resource scheduling management.

(c) To promote and enable effective collaboration of training/work processes, the Contractor shall participate in meetings that support the design and development of systems configuration, configuration maintenance and operations management, systems scheduling and operations. The Contractor shall participate in the design, operation and management of tactical and commercial switching and control systems. The Contractor shall attend monthly Site Review Board (SRB), bi-weekly Technical Review Group (TRG) meetings, weekly Planning Board for Training (PB4T) and Course Supervisors meetings.

(d) The Contractor shall modify the Laboratory Discrepancy Report based on current configurations in order to better identify equipment casualties that will affect future lab requirements.

(e) The Contractor shall provide monthly Laboratory and Electronic Classroom (ECR) statistical reports. (CDRL A002).

C.4 MANDATORY REQUIREMENTS

The following mandatory requirements must be maintained throughout the life of the Task Order.

Requirement 1: Facility Location - The Offeror's primary work facility shall be within 60 miles travel time to Center for Surface Combat Systems, Dahlgren, VA.

Requirement 2: Facility Security Clearance - The Contractor's primary facility supporting this acquisition must be cleared at the SECRET level.

Requirement 3: Personnel Security Clearance - All Key and non-key personnel to include the Program Manager who require access to CSCS facilities must be cleared to the SECRET level at the time of proposal submission. After award, Key and non-key personnel with Interim clearances will be evaluated on a case by case bases for acceptance. Full Secret clearances must be obtained within six (6) months of coming onboard.

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C.5 PLAN OF ACTION AND MILESTONES (POA&Ms)

The Contractor shall develop POA&Ms for each work area. The signed POA&Ms shall be provided electronically to the Subject Matter Expert and COR within 15 calendar days after Task Order Award and Exercise of Option, which affect the Level of Effort (LOE) or Dollar Ceilings. While Contractor format is acceptable, with the COR's approval, the following information shall appear, at a minimum, on each POA&M (CDRL A004):

- Date POA&Ms Submitted
- Work Area/Project Name (and Number when applicable)
- POA&Ms Performance Period
- Contractor interfaces
- Program Manager
- Work Area Manager/Project Manager
- Government Interface (COR, ACOR, SME, Technical Lead)
- Work Summary/Description
- Schedule of Events Proposed/Planned to Accomplish Task
- Include a list of planned deliverables and their due dates
- Estimated LOE Required
- Include the LOE Estimated to perform for the period
- Include schedules/plans for obtaining additional personnel if applicable
- Include identification of Sub-contractor as appropriate
- Estimated Cost. Include all cost (management, support, travel, labor, relocations) and all fees for that task area for the period. Each POA&Ms shall be signed by the Contractor (Program Manager and Work Area Level Manager) and shall have a signature block for approval from the Task Order SME, COR and the CSCS Comptroller.

C.6 TASK ORDER MANAGEMENT

C.6.1 MONTHLY PROGRESS REPORT (MPR)

The Contractor shall submit a MPR in accordance with (IAW) CDRL A003, which consists of the following:

(a) The Contract Progress Summary Report. The Contractor shall provide a Contractor Progress Summary Report monthly and the report shall be IAW CDRL A003.

(b) Comptroller Monthly Report. The Contractor shall provide a comptroller monthly report as set forth below:

(1) Cost Analysis. The Contractor shall provide a monthly cost analysis report of each Work Area (WA) and totals to the CLIN level to the CSCS Comptroller and CSCS Contracting Officer's Representative (COR) that includes as a minimum: WA title, actual cost incurred to date, fee, Estimate Cost to Completion and Total Cost to Complete for each WA, total funding, amount expended and the remaining funds for each WA shall also be included.

(2) Labor Analysis. The Contractor shall provide a monthly labor analysis report of each task area to the CSCS Comptroller and COR that includes as a minimum: WA title, actual man hour expenditure, estimate of man hours to completion, a summation of actual and estimated hours and Full Time Equivalent (FTE) man hours for each WA. This data shall also be totaled at the CLIN level.

(c) Accounting Classification Reference Number (ACRN) Report. The Contractor

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shall provide a monthly ACRN report as set forth below:

(1) ACRN Analysis. The Contractor shall provide a monthly ACRN analysis report to CSCS Comptroller and COR that includes as a minimum: ACRN, CLIN, Amount Funded per Mod, Total Funded, Amount invoiced, invoiced to date per ACRN, remaining funding and percentage invoiced. Government format will be provided.

(2) A comparison with total amount invoiced for the corresponding period per CLIN and explanation for any difference (other than rounding).

C.6.2 MANDATORY TRAINING COMPLETION LOG

(a) The Contractor shall submit a Mandatory Training Completion Log for training identified in Section C.

(b) The Contractor shall submit a quarterly running Mandatory Training Completion Log from the contract start date through contract end date by each Period of Performance (POP). (CDRL A006)

C.6.3 IN-PROGRESS REVIEWS (IPRs)

The Contractor shall conduct an IPR 90 days after contract award and every 180 days thereafter with the NSWCCD Contracting Officer, Contracting Officer's Representative (COR) and other NSWCCD/CSCS personnel as designated by the COR. One week in advance of the IPR, the Contractor shall submit a copy of the data to be presented at the IPR (to include an agenda) (CDRL A001) which shall address the status of action items from the previous IPR, pertinent issues and a financial analysis. All information presented shall be up-to-date as of the final agreed upon agenda. Emergent/future interest items and meetings shall be discussed during the IPR. The Contractor shall submit meeting minutes, including the list of attendees and action items no later than 5 working days after the IPR. (CDRL A005)

C.6.4 PROJECT CONCLUSION/TRANSITION-OUT PLAN

(a) Within 90 days of the beginning of the final period of contract performance, the Contractor shall develop and submit a transition-out plan that assumes re-compete of the contract requirements resulting in award, and transition, to another Contractor. (CDRL A007) The transition-out plan shall address:

- Minimum duration of transition;
- Staff requirements and their role in transition;
- Level of tasking to be performed and any impact it will have on transition;
- Knowledge transfer;
- Intellectual property transfer;
- Gantt schedule of transition;
- Formal handover (conclusion of transition) and Government acceptance;
- List of any Government Furnished/Contractor acquired property.

(b) The plan shall address the step-by-step transition of responsibility for support of the program's current operation without discontinuity of work flow or loss of integrity of the program's current operation. The plan shall establish interfaces for technical and contract administration. In addition, the plan shall identify any services, support, or other items that will be required from the Government to facilitate the transition.

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C.7 FACILITY ACCESS/GOVERNMENT FURNISHED SPACE

(a) Facility Access - Performance of this Task Order will require the Contractor to have access to ATRC located in Dahlgren, VA, CSCS Units, Sites, and Detachments worldwide and other Navy facilities. The Contractor shall comply with such procedures as are established for each of the facilities. The Contractor shall utilize certain Government controlled IT equipment.

(b) Government furnished space (shareable desk and shareable Navy Marine Corps Intranet (NMCI) assets) will be provided for Contractor personnel listed in Table 1.

Table 1. Government Furnished Space

Location	# FTE	Billets	Building Address
Dahlgren, VA	1	Sr. Admin Assistant (Key)	CSCS/ATRC Bldg. 1520
	1	Workforce Development Analyst (Key)	
	3	Admin. Assistants (Key)	
	1	Head Librarian (Key)	
	1	Sr. Library Technician	
	2	Library Technicians	
	4	Logistics Technicians	
	5	Secretary III	
	4	Secretary II	
	2	Security Assistants	
	1	Mail Clerk	
	2	Technical Illustrator III	
	1	Technical Illustrator II	
	1	Technical Systems Analyst	
2	Lab/ECR Schedulers		
Dam Neck, VA	1	Library Technician	Bldg. 586, 102,572,199
	1	Secretary III	
	3	Secretary II	
Det East, Norfolk, VA	1	Library Technician	Bldg. 0-25, N-25, N-30, CEP 162
	1	Secretary III	
	1	Secretary II	
Det Norfolk, VA	1	Secretary III	Bldg. CEP 195
Det Pearl	1	Secretary III	Bldg. 1631
Det San Diego	1	Secretary III	Bldg. 3281
	2	Secretary II	
Det West, San Diego, CA	1	Library Technician	Bldg. 3143
	1	Secretary III	
Everett, WA	1	Secretary III	Bldg. 2120
FLTASW San Diego, CA	1	Library Technician	Bldg. 11

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Great Lakes, IL	1	Secretary III	Bldg. 122
	1	Library Technician	
	1	Secretary III	
MWTC, San Diego	2	Secretary III	Bldg. 11
Wallops Island, VA	1	Library Technician	Bldg. R30
	1	Secretary III	

C.8 OTHER DIRECT COSTS

C.8.1 TRAVEL

C.8.1.1 All travel under this effort must be requested of, or authorized by the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46. It is estimated that travel to offsite destinations will be required during performance. Locations will be determined by the Government and are subject to change. Representative locations include:

- CSCS Detachment Wallops Island, VA
- CSCS Sites located in the Norfolk area, Norfolk, VA
- CSCS Sites located in the San Diego area, San Diego, VA
- CSCS Unit Great Lakes, Great Lakes, IL

C.8.1.2 When travel is required, the Contractor shall provide a trip report (CDRL A005) within five working days after completion of the trip and delivered to the COR and SME. The Contractor shall, for all overnight travel performed, submit evidence such as receipts with invoices substantiating actual costs incurred for authorized travel.

C.8.2 MATERIALS

C.8.2.1 Materials allowed as direct charge and approved for purchase during the performance of this Task Order are reproduction and CDs for instructional material.

C.8.2.2 This Task Order is issued under a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the Contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

C.9 SKILLS AND TRAINING

(a) The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Training necessary to ensure that personnel performing under this Task Order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the

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Contractor.

(b) The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, van, forklift, and/or man-lift) both on-site at NSWCDD and off-site in the performance of duties associated with the tasking of this Task Order, throughout the performance of this Task Order. The license(s)/certification(s) shall be obtained and maintained at the Contractor's expense.

(c) The Contractor shall complete all mandatory training as prescribed by the Government for General, Safety, EMS, topics. These training requirement are accessed through Government web based training (WBT), classroom training, or combination of both.

(d) The Contractor shall maintain a quarterly running Mandatory Training Completion Log identified in Section C.6.2.

C.10 NON-DISCLOSURE AGREEMENTS (NDAs)

(a) NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs, the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

(b) The Labor Categories listed in Section H may be required to sign non-disclosure statements as applicable to specific tasking. The COR will notify the Contractor that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

C.11 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

The Contractors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a Sub-contractor or as a Prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current Task Order, the Contractor shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during Task Order performance. The Contractor shall provide notice within fourteen (14) days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

C.12 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this Task Order may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations. Access to, and preparation of, sensitive information subject to Privacy Act and Business Sensitive safeguarding and destruction may be required in the performance of tasking associated with this Task Order. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to Privacy Act data in support of this Task Order shall sign a Privacy Act certification.

C.13 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no

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circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Procuring Contracting Officer immediately.

(b) Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.14 INFORMATION TECHNOLOGY (IT) RESOURCES

IT Resources shall not be purchased unless DoD and Navy purchasing procedures (including ITPR approval) have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource Other Direct Cost Purchases require COR and KO approval regardless of the dollar value associated with the purchase.

C.15 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

C.16 USE OF INFORMATION SYSTEM RESOURCES

(a) Contractor Provision of Information System (IS) Resources except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this Task Order. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

(b) Contractor Use of NSWCDD IS Resources.

(i) In the event that the Contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DoD or External

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Certificate Authority. If this Task Order requires that the Contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

(c) Connections between NSWCDD and Contractor Facilities.

(i) If there is a requirement (specifically delineated elsewhere in this Task Order) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by NSWCDD, such interconnection shall take place only after approval from the NSWCDD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DoD policy (DoDI 5200.40) by the cognizant Designated Approving authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

C.17 DATA RIGHTS

(a) This is a Task Order for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this Task Order, Contractor personnel shall perform as required by this Task Order, and such work shall include working in cooperation and collaboration with Government personnel.

(b) Performance of this Task Order work shall require, among other things, the Contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government-owned data and shall be included in an appropriate technical report or other deliverable. The Contractor's use of, and access to, Government-owned data shall neither constitute nor create any Contractor rights in, or license to, such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein.

(c) On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate contract clauses.

C.18 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form.

(b) The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(c) Whenever technical data and/or computer software deliverables required by this Task Order are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in, and to, such

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technical data and/or computer software must also be digitally included as part of the deliverable and on, or in, the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(d) Digital delivery means (such as, but not limited to, Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as, but not limited to, "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this Task Order, no such terms, agreements, or other restrictions shall be applicable to, or enforceable with respect to, such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the PCO; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this Task Order.

C.19 SECURITY

(a) All Contractor personnel who require access to the CSCS facilities shall possess, at a minimum, at the time of proposal submission, a current SECRET (S) clearance based on a National Agency Check (NACLC) completed within the last 10 years. The Contractor shall comply with guidelines specified on the DD Form 254. After contract award, an interim SECRET (S) clearance will be reviewed on a case-by-case basis. Full Secret Clearances must be obtained within six (six) months of coming onboard.

(b) Certain Contractor personnel may require DoD Directive 8570.01M or its successor certification(s)/qualifications to be maintained throughout the performance of this Task Order. Section H will identify the Contractor Labor Categories, if any, for which this requirement applies.

(c) The Contractor shall have access to information and compartments up to SECRET classification to complete tasking previously described in this SOW.

(d) All deliverables associated with this Task Order are unclassified unless otherwise specified. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

(e) For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this Task Order shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4.

(f) The Contractor shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database.

(g) The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be

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secured as specified by NSWCCD/CSCS.

(h) Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCCD/CSCS and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's CPARS performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be paid by the Contractor.

(i) CSCS Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD Form 254. CSCS Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. CSCS Security will notify the NSWCCD Contracts Division with the Contractor facility name and Task Order number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training within 30 days of contract award and annually thereafter, as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.19.1 PORTABLE ELECTRONIC DEVICES (PEDS)

(a) Non-Government and/or personally owned PEDs are prohibited in all CSCS buildings with the exception of Bluetooth medical and fitness devices in accordance with ATRC Instruction 5239.2. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCCD/CSCS instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDs include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

(b) PEDs belonging to an external organization shall not be connected to NSWCCD/CSCS networks or infrastructure without prior approval from the NSWCCD/CSCS Information Assurance and Compliance Branch.

(c) Personally owned hardware or software shall not be connected or introduced to any NSWCCD/CSCS hardware, network or information system infrastructure.

C.19.2 OPERATIONS SECURITY (OPSEC)

All Contractors (including Sub-contractors) shall supplement their current security practices by requiring any personnel involved in executing this Task Order to complete Government-sponsored and administered Operations Security

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(OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) and the OPSEC Plan, where applicable, for the department they are supporting.

C.19.3 PRIVACY PROGRAM TRAINING

Privacy Program Training. Privacy training is mandatory for all NSWCCD/CSCS personnel (Military, Civilian, and Contractor) and must be completed annually. The Total Workforce Management System (TWMS) is the official database for workforce training and is the preferred tool for taking and recording Privacy Act training. All NSWCCD/CSCS personnel are responsible for ensuring individual annual privacy training requirements are met.

C.20 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and NSWCCD/CSCS instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from Task Order performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

C.21 IDENTIFICATION BADGES

The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation, reassignment, or termination of an employee, and upon request by the Contracting Officer.

C.22 CONTRACT PERSONNEL ADMINISTRATION

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing badge identifications and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers shall be clearly identified and known as such by Government employees. As circumstances permit, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

C.23 ON-SITE ENVIRONMENTAL AWARENESS

(a) The Contractor shall strictly adhere to all Federal, State and Local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

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(b) The Contractor shall ensure that each Contractor employee who has been, or will be, issued a Common Access Card (CAC) completes the annual NSWCCD Environmental Awareness Training (EAT) within 30 days of commencing Task Order performance and annually thereafter as directed by their NSWCCD training coordinator or their COR.

(c) The Contractor shall ensure that each Contractor employee not required to complete the training described in Section C.23(b) (i.e., those who do not have and will not be issued a CAC) reads the NSWCCD Environmental Policy Statement within 30 days of commencing Task Order performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCCD website:

[https://wwdd.nmci.navy.mil/program/Safety and Environmental Office](https://wwdd.nmci.navy.mil/program/Safety%20and%20Environmental%20Office)

(d) Within 30 days of commencing Task Order performance, the Contractor shall certify by e-mail to their COR that the requirements captured by Sections C.23(b) and C.23(c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above – each employee has satisfied.

(e) Contractor copies of the records generated by the actions described in Sections C.23(b) and C.23(c) will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

C.24 ON-SITE SAFETY REQUIREMENTS

(a) The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCCD. This document is available at:

[https://wwdd.nmci.navy.mil/program/Safety and Environmental Office/Safety /Safety.html](https://wwdd.nmci.navy.mil/program/Safety%20and%20Environmental%20Office/Safety/Safety.html)

(c) The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

(d) The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

(e) Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision) (provided upon request). Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

(f) The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCCD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCCD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The

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Authorized Use List addition form can be found at:

https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/

(g) Upon request, the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics Industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses or if any additional PPE or training will be required.

(h) Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted, Transfer (DART) rates for the past three (3) years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day-to-day activities by the command.

(i) The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

(j) The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at:

https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.25 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

C.26 POST AWARD MEETING

(a) A Post Award Meeting with the successful Offeror will be conducted within fifteen (15) working days after award of the Task Order and documented. (CDRL A005)

(b) The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) After Government review of the initial invoice, the Contracting Officer, COR and Contractor may meet to review the adequacy of the supporting documentation that is submitted in accordance with HQ G-2-0009.

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C.27 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this Task Order for the NSWCDD/CSCS via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY; T, Potential
- (5) V, Freight and Shipping ONLY.

(b) The Contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>

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

C.28 SUB-CONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the Contractor shall include the following information in requests to add Sub-contractors or Consultants during performance, regardless of Sub-contract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the Sub-contractor/Consultant,
- (2) If applicable, the impact on Sub-contracting goals, and
- (3) Impact on providing support at the Task Order value.

C.29 ECRAFT STANDARD LANGUAGE

The requirements of the Electronic Cost Report and Financial Tracking (eCRAFT) System do NOT apply to this requirement at this time.

CLAUSES INCORPORATED BY FULL TEXT

HQ-C-1-0001 ITEMS 7X99 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of

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

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

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

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

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

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

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed to in writing, any license agreement governing the

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use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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(c) (1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c) (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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

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

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

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

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

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

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

(g) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any Sub-contractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a Sub-contractor, or as a consultant to a prime Contractor or Sub-contractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any re-competition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the Contractor, Sub-contractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(h) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

(l) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research

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and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

(p) Compliance with this requirement is a material requirement of this order

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(b) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(c) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(d) Requirements.

(e) All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the Contractor believes that any contract contains outdated or different versions of any specifications or standards, the Contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The Contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer (ACO) and cognizant program office representative for approval. The Contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

D.1 HQ D-1-0001 PACKAGING OF DATA

Item(s) 7099 - 7499: Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

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

Item(s) 7099 - 7499: All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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

Item(s) 7099 - 7499: Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

E.2 HQ E-1-0003 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES

Item(s) 9000 - 9400: Inspection and acceptance shall be made at destination by a representative of the Government.

E.3 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 7000 - 7400: Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

See Attachment J.2 for Quality Assurance Surveillance Plan (QASP)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	9/30/2019 - 9/29/2020
7000AB	9/30/2019 - 9/29/2020
7000AC	12/12/2019 - 9/29/2020
7100AA	9/30/2020 - 9/29/2021
7200AA	9/30/2021 - 9/29/2022
7300AA	9/30/2022 - 9/29/2023
7400AA	9/30/2023 - 9/29/2024
9000AA	9/30/2019 - 9/29/2020
9000AB	9/30/2019 - 9/29/2020
9000AC	12/12/2019 - 9/29/2020
9100AA	9/30/2020 - 9/29/2021
9200AA	9/30/2021 - 9/29/2022
9300AA	9/30/2022 - 9/29/2023
9400AA	9/30/2023 - 9/29/2024

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The Periods of Performance for the following Items are as follows:

7000AA	9/30/2019 - 9/29/2020
7099AA	9/30/2019 - 9/29/2020
9000AA	9/30/2019 - 9/29/2020

The Periods of Performance for the following Option Items are as follows:

7100AA	9/30/2020 - 9/29/2021
7199	9/30/2020 - 9/29/2021
7200AA	9/30/2021 - 9/29/2022
7299	9/30/2021 - 9/29/2022
7300AA	9/30/2022 - 9/29/2023
7399	9/30/2022 - 9/29/2023
7400AA	9/30/2023 - 9/29/2024
7499	9/30/2023 - 9/29/2024
9100AA	9/30/2020 - 9/29/2021
9200AA	9/30/2021 - 9/29/2022
9300AA	9/30/2022 - 9/29/2023
9400AA	9/30/2023 - 9/29/2024

F.1 PLACE OF PERFORMANCE

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Services to be provided hereunder will be provided primarily at CSCS Headquarters located in Dahlgren, VA, CSCS Units, Sites, and Detachments (See Table 1 in Section C.7) and the Contractor's facilities.

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F.2 HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

Item(s) 7000 - 7400: The Contractor shall perform the work described in Section C, at the Level of Effort specified in Section B.

ITEM(s)	FROM	TO
7000	9/30/2019	9/29/2020
7100	9/30/2020	9/29/2021
7200	9/30/2021	9/29/2022
7300	9/30/2022	9/29/2023
7400	9/30/2023	9/29/2024

F.3 HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

Item(s) 7099 - 7499: All data to be furnished under this Contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

The Periods of Performance for the Data Items (7099 - 7499) are as follows:

ITEM(s)	FROM	TO
7099	9/30/2019	9/29/2020
7199	9/30/2020	9/29/2021
7299	9/30/2021	9/29/2022
7399	9/30/2022	9/29/2023
7499	9/30/2023	9/29/2024

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

- (a) Accounting Data appears at the end of Section G.
- (b) All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated.
- (c) Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software.
- (d) Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have multiple SLINs.
- (e) Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

- (a) Each SLIN providing funding designates a specific project area/work area/work breakdown structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/WBS item level. Each identified project/work area/WBS shall be invoiced by its associated CLIN and ACRN.
- (b) If multiple ACRNs are associated with a single project/work area/WBS, the Contractor shall consult with the Contracting Officer Representative (COR) for additional invoicing instructions.

G.3 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

- (a) When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.
- (b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order Period of Performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the

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Contractor's established accounting policy.

G.4 ACCOUNTING SYSTEM ADEQUACY

(a) FAR 16.301-3(a)(1) requires that a Contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Government.

(b) This requirement applies equally to the prime Contractor as well as their Sub-contractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Sub-contractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.

(c) The Prime Contractor is solely responsible for verifying that Sub-contractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require Sub-contractors to provide a copy of DCAA's most recent review/approval letter. A copy of this letter shall be provided to the Government.

(d) The Prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

G.5 G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

Name:

Code:

Address: Naval Surface Warfare Center, Dahlgren Division

Phone:

E-mail:

PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the PCO or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

Name:

Code:

Address:

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Phone:

E-mail:

The Contract Specialist is the representative of the PCO for all contractual matters.

Administrative Contracting Officer (ACO):

Name:

Address: DCMA Seattle
188 106th Avenue NE, STE 660
Bellevue, WA 98004

Phone:

E-mail:

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the PCO for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officers Representative (COR):

Name:

Address:

Phone:

E-mail:

The COR is the PCO's appointed representative for technical matters. The COR is not a Contracting Officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an Attachment to this Task Order.

Alternate Contracting Officers Representative (ACOR):

Name:

Address:

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Phone:

E-mail:

The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an Attachment to this Task Order.

Subject Matter Experts (SMEs):

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Attachment J.2. SMEs will be identified at the Project Area/Work Area/WBS level.

G.6 52.244-2 CONSENT TO SUBCONTRACT

For Sub-contracts and Consulting Agreements for services, where the Prime Contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in Section H, Consent to Sub-contract authority is retained by the Procuring Contracting Officer.

The following Sub-contractors are approved on this Task Order:

None

G.7 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the Contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this order. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The Contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT) The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary CONUS facilities to perform the requirements of this order, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to Sub-contractors and Consultants.

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

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

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall–

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

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

Cost Voucher

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

N00178

(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.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N62829
Issue By DoDAAC	N00178
Admin DoDAAC	S4801A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable

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Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA480
Other DoDAAC(s)	Not Applicable

(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.

(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: DLGR_NSWC_WAWF@navy.mil.

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

PGI 204-7108 PAYMENT INSTRUCTIONS.

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.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office
					Allocation Method
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 requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the

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					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 Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	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 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 Payment Invoice	N/A	N/A	X	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

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					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 account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*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).					

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

N/A

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

(a) The Contractor agrees to segregate costs incurred under this contract/Task Order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as

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well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price Sub-contractors, Sub-contractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Sub-contractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the Sub-contractor lack encryption capability, the Sub-contractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

Accounting Data

SLINID	PR Number	Amount
7000AB	130081301000001	

LLA :
AA 1791804 22M1 252 3596P 056521 2D CHQ011 3596A9GSTAAQ
Standard Number: N3596A19RCHQ011-AA
Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked.

9000AB 130081301000002
LLA :
AA 1791804 22M1 252 3596P 056521 2D CHQ011 3596A9GSTAAQ
Standard Number: N3596A19RCHQ011-AA
Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked.

BASE Funding
Cumulative Funding

MOD P00001 Funding
Cumulative Funding

MOD P00002

7000AC 130082750400001
LLA :
AB 1701804 22M1 252 3596P 056521 2D CHQ002 3596A0GSTAAQ
Standard Number: N3596A20RCHQ002
Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked.

9000AC 130082750400003
LLA :
AB 1701804 22M1 252 3596P 056521 2D CHQ002 3596A0GSTAAQ
Standard Number: N3596A20RCHQ002
Incremental Funding, 10 USC 2410 (a) Authority is hereby invoked.

MOD P00002 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

(a) To perform the requirements of the Statement of Work (SOW), the Government requires personnel with the appropriate experience and professional qualifications. The applicable Labor Categories and associated qualifications are listed in Sections H.2 and H.3 below. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for key personnel are considered to be minimums for any growth beyond those individuals initially proposed.

(1) Experience - The desired experience is directly related to the tasks and programs defined in the Statement of Work and specifically in the Labor Category descriptions.

(2) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Offeror's ability to perform the Task Order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the Offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(3) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

(b) The Program Manager shall be an employee of the Prime.

H.2 KEY PERSONNEL - DESIRED QUALIFICATIONS

The Contractor shall provide key personnel who meet or exceed the desired qualifications provided below by Labor Category.

H.2.1 Program Manager

Ten (10) years' experience in the management of technical information, with at least five years involving DoD programs. Demonstrated qualities of leadership and responsibility in DoD program management systems, able to interface effectively with customers, Sub-contractors, etc. Capability to maintain support within cost and schedule constraints and provide technical excellence. Thoroughly knowledgeable of the Navy's contractual process.

H.2.2 Sr. Administrative Assistant

Six (6) years of Secretarial experience performing the task/duties of an Administrative Assistant or duties of a Secretary III. Ability to collect information and respond to routine inquiries and/or prepare periodic reports/presentations. Proficient in Microsoft Office: Word, Excel, PowerPoint, Outlook and Access. Demonstrate the ability to work independently and be able to communicate effectively both orally and through formal reports.

H.2.3 Administrative Assistant

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Four (4) years of Secretarial experience performing the task/duties of an Administrative Assistant or duties of a Secretary III. Ability to collect information and respond to routine inquiries and/or prepare periodic reports/presentations. Proficient in Microsoft Office: Word, Excel, PowerPoint, Outlook and Access. Demonstrate the ability to work independently and be able to communicate effectively both orally and through formal reports.

H.2.4 Librarian (Head)

Six (6) years of library experience. Basic knowledge of library operations and be able to compile records; sort and shelve books or other media; remove/repair/update books or other media; make copies of documents; and check materials in and out of the circulation process. Replace materials in shelving area (stacks) or files, and provide support to the professional staff. Ability to set up or work with databases and information systems to catalogue and access information. Demonstrate the ability to work independently and be able to communicate effectively both orally and through formal reports written in specified Government formats.

H.2.5 Workforce Development Analyst

B.S./B.A degree in Workforce Education/Development or six years of experience in analyzing the principles, concepts, and techniques of adult and continuing education and training to oversee career-related and professional development to include knowledge and skills in the procedures and methods of education program quality assurance to assess and modify technical training programs. Experience in education assessment procedures, questionnaire and survey preparation, interviewing, techniques of quantitative analysis, and measuring training impact on business/mission goals/return on expectations.

H.3 NON-KEY PERSONNEL - MINIMUM QUALIFICATIONS

In order to provide additional clarification to the Statement of Work, minimum qualifications are provided for Non-Key Personnel. The Contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below. Prior to charging Non-Key Personnel labor to this order, the Contractor shall provide written certification stating the individual's name, Labor Category, and certification that the individual meets or exceeds the minimum qualifications of the Labor Category. This written certification shall be made by email to the Contract Specialist and the COR.

H.3.1 Senior Library Technician

Three (3) years of library experience. Basic knowledge of library operations and be able to compile records; sort and shelve books or other media; remove/repair/update books or other media; make copies of documents; and check materials in and out of the circulation process. Replace materials in shelving area (stacks) or files, and provide support to the professional staff. Will set up or work with databases and information systems to catalogue and access information. Demonstrate the ability to work independently and be able to communicate effectively both orally and through formal reports written in specified Government formats.

H.3.2 Library Technician

One (1) year of library experience. Basic knowledge of library operations and be able to compile records; sort and shelve books or other media; remove/repair/update books or other media; make copies of documents; and check materials in and out of the circulation process. Replace materials in shelving area (stacks) or files, and provide support to the professional staff. Will

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set up or work with databases and information systems to catalogue and access information.

Demonstrate the ability to work independently and be able to communicate effectively both orally and through formal reports written in specified Government formats.

H.3.3 Secretary III

Four (4) years of Secretarial experience performing the task/duties of a Secretary II or duties similar in complexity. Ability to collect information and respond to routine inquiries and/or prepare periodic reports. Knowledge in the use of the more advanced functions of Microsoft Office (Word, Excel, Outlook and PowerPoint).

H.3.4 Secretary II

Two (2) years of Secretarial experience. Experience with basic correspondence, filing, scanning, reproduction, faxing, answering telephones, maintaining supply inventories, sorting mail and/or greeting visitors. Ability to type 60 words per minute (wpm). In addition, must be able to effectively communicate orally and in writing. Experience to edit and reformat written or electronic drafts. Experience with office terminology and practices. Must have working knowledge of the Standard Labor Data Collection and Distribution Application (SLDCADA), the Defense Travel System (DTS) and the Joint Personnel Adjudication System (JPAS). Experience should demonstrate skills with Microsoft Office (Word, Excel, Outlook and PowerPoint).

H.3.5 Security Assistant

Two (2) years of Secretarial/Security experience. Experience with basic correspondence, filing, scanning, and records management. Experience in editing and reformatting written or electronic draft documents. Experience with security terminology and practices. Must have working knowledge of Joint Personnel Adjudication System (JPAS). Ability to type 60 wpm. Experience should demonstrate skills with Microsoft Office (Word, Excel, Outlook and PowerPoint).

H.3.6 Technical Illustrator III

Five (5) years' training or experience in the use of computer graphic tools to develop presentations, documents, video or similar media to convey technical, engineering and facilities information. Capable of using computer aided design systems (such as AUTOCAD) and tools to develop technical illustrations.

H.3.7 Technical Illustrator II

Three (3) years' training or experience in the use of computer graphic tools to develop presentations, documents, video or similar media to convey technical, engineering and facilities information. Capable of using computer aided design systems (such as AUTOCAD) and tools to develop technical illustrations.

H.3.8 Logistics Technician

Two (2) years' experience with Logistics Operations, including warehousing, receiving, inventory control, receipt control, requisitioning and customer service.

- One of the Logistics Technician must have and maintain a professional

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operator's license to operate forklifts and successfully complete a physical examination.

H.3.9 Mail (Postal) Clerk

Two (2) years' experience with Postal Duties and Mailroom Operations. Familiarity with Supply Operations. Must possess and maintain a valid driver's license.

H.3.10 Technical Systems Analyst

Three (3) years' training and/or experience in information management of the AEGIS Combat System. Developing and maintaining system documentation and/or creating/maintaining/updating data utilizing Industry standard and Government created programs. Experience in automated data management systems and have the ability to develop configuration data management repositories on these systems. Demonstrated ability to work independently and communicate effectively both orally and through formal reports written in specified Government formats.

H.3.11 Lab/Electronic Classroom Schedulers

Three (3) years' experience in resource schedule management to include the ability to establish, maintain, schedule, and report resource utilization associated with the CSCS courses of instruction and maintenance schedule. Experience in evaluation of resource management to include long-range planning, conflict resolution, and short-range schedule modifications of classrooms, laboratories, instructors and course topics. Demonstrated ability to work independently and communicate effectively both orally and through formal reports written in specified Government formats.

H.4 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall be provided in the following format, and not exceed three (3) pages each:

(a) HEADER

- Complete Name
- Current Employer
- Task Order Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort upon award of this Task Order
- Current security clearance level per JPAS (identify if interim or final)
- Current work location
- Planned work location upon award of this Task Order

Note if the individual is Key on another Task Order with a Period of Performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.

(b) EDUCATION/PROFESSIONAL DEVELOPMENT - Show any degrees, honors, publications, professional licenses, specialized certifications and other

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evidence of professional accomplishments that are directly relevant and will impact the Offeror's qualifications to perform under the Task Order. For education and training, the following format is preferred:

- Academic: Degree(s); Date(s); Institution; Major/Minor
- Academic: Course title, date(s), approximate length (as cited in labor categories)
- Non-Academic: Course title, date(s), approximate length
- Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal)

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

i. Employer: Dates (month/year); Title(s) held

ii. Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e, Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire ten (10) year employment with that firm and to ensure Offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will not be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual. Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

Lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Labor Category requirements. All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered. Gaps in experience shall be explained.

Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Task Order No. **N0017819F3019** by **Tatitlek Technologies, Inc.** and intend to make myself available to work under any resultant Task Order to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

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Resumes without this certification will be unacceptable and will not be considered.

If the employee is not a current employee of the Offeror (or a proposed Sub-contractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

H.5 Dd1-H10 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

CLIN	Total CPFF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
7000	\$	\$		\$		
9000	\$	\$	\$	\$	\$	-
Total Base	\$	\$		\$		
7100	\$	\$	\$	\$	\$	-
9100	\$	\$	\$	\$	\$	-
Total Option 1	\$	\$	\$	\$	\$	-
7200	\$	\$	\$	\$	\$	-
9200	\$	\$	\$	\$	\$	-
Total Option 2	\$	\$	\$	\$	\$	-
7300	\$	\$	\$	\$	\$	-
9300	\$	\$	\$	\$	\$	-
Total Option 3	\$	\$	\$	\$	\$	-
7400	\$	\$	\$	\$	\$	-
9400		\$	\$	\$	\$	-
Total Option 4	\$	\$	\$	\$	\$	-
Total Contract	\$					

H.6 LABOR TRIPWIRE JUSTIFICATION

(a) The Contractor shall advise the COR and the PCO, by e-mail, if the difference between the current average actual fully loaded (through fee) labor rate for any contract Labor Category (Key or non-Key) which is greater than 10% from the average bidding fully loaded (through fee) labor rate for the month invoiced, and provide rationale.

H.7 SAVINGS INITIATIVES

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The following cost savings initiatives are required under this Task Order.

- (a) Annual Labor Escalation:
- (b) Maximum Pass-Through Rate:
- (c) Lower Fee Rate:
- (d) Other:

Overhead Rate:

Fringe Rate:

G&A Rate:

(e) The Government strongly encourages the Prime Contractor to eliminate "double pass-through" costs by avoiding second tier Sub-contractors/Consultants during performance and where this situation is unavoidable, limiting Sub-contractor pass-through costs to the lower of:

- (1) the Prime Contractor's pass-through rate under this order, or
- (2) the Sub-contractor's SeaPort-e pass-through rate where the Sub-contractor is also a Prime Contractor under SeaPort-e.

H.8 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement of key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contracting Officer, Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, Contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the Contractor (or a Sub-contractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

(d) Upon order award, the required qualifications, as stated in this order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist, Contracting Officer and the COR and approved by the Contracting Officer prior to the individual being allowed to charge to the Task Order.

(e) TRIPWIRE NOTIFICATION: If the employee is a current employee of the Contractor (or a Sub-contractor), the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the Task Order.

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H.9 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

H.10 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total Level of Effort specified below in performance of the work described in Sections B and C of this Task Order. The total Level of Effort for the performance of this Task Order shall be the man-hours of direct labor identified in the table below, including Sub-contractor direct labor for those Sub-contractors specifically identified in the Contractor's proposal as having hours included in the proposed Level of Effort.

The table below and information for blanks in Paragraph (b) and (d) are to be completed by the Offeror.

CLIN	Total Man Hours	Compensated Man Hours	Uncompensated Man Hours
7000			0
7100			0
7200			0
7300			0
7400			0
TOTAL			0

(b) Of the total man-hours of direct labor set forth above, it is estimated that **(0) zero** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by Personnel in excess of forty (40) hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. 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 Task Order.

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

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

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

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

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the Level of Effort obligations of this Task Order. 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.

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to Task Order 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

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means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total Level of Effort obligations of the Task Order. Regardless of work location, all Contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for Task Order performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above Paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the Period of Performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the Task Order.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the Task Order.

(b) The Contractor agrees to insert Paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000. When so inserted, the word "Contractor" shall be changed to "Sub-contractor".

(c) GIDEP materials, software and information are available without charge.

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

H.11 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This Task Order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this Task Order 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 Task Order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this Contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the Period of Performance for which it is estimated the allotted amount(s) will cover are as follows:

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CLIN	Cost	Est Fee	CPFF	Est POP
Base				
7000	\$		\$	1/18/2020
9000	\$	\$	\$	
Total Base	\$		\$	
7100	\$	\$	\$	9/30/2020
9100	\$	\$	\$	9/30/2020
Total Option 1	\$	\$	\$	
7200	\$	\$	\$	9/30/2021
9200	\$	\$	\$	9/30/2021
Total Option 2	\$	\$	\$	
7300	\$	\$	\$	9/30/2022
9300	\$	\$	\$	9/30/2022
Total Option 3	\$	\$	\$	
7400	\$	\$	\$	9/30/2023
9400	\$	\$	\$	9 30/2023
Total Option 4	\$	\$	\$	
Total Contract	\$		\$	

(b) The parties contemplate that the Government will allot additional amounts to this Task Order from time to time for the incrementally funded CLINs/SLINs by unilateral Task Order 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/SLINs _____ 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).

H.12 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in

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advance of the proposed substitution. Such notification shall include:

- (1) an explanation of the circumstances necessitating the substitution;
- (2) a complete resume of the proposed substitute; and
- (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.13 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an attachment in Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified Government property for use in the performance of this contract.

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SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	Dec-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan-17
52.204-6	Unique Entity Identifier	Oct-16
52.204-9	Personal Identity Verification of Contractor	Jan-11
52.204-12	Unique Entity Identifier Maintenance	Oct-16
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Alternate IV	Oct-10
52.216-8	Fixed Fee	Jun-11
52.219-14	Limitations on Subcontracting	Jan-17
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec-10
52.222-41	Service Contract Labor Standards	Aug-18
52.222-50	Combating Trafficking in Persons	Mar-15
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan-17
52.224-1	Privacy Act Notification	Apr-84
52.224-2	Privacy Act	Apr-84
52.232-39	Unenforceability of Unauthorized Obligations	Jun-13
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec-13
52.233-3	Protests After Award, Alt I (1985)	Aug-96
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr-84
52.243-7	Notification of Changes	Jan-17
52.245-1	Government Property	Jan-17
52.245-9	Use and Charges	Apr-12
252.203-7003	Agency Office of the Inspector General	Dec-12
252.204-7000	Disclosure of Information	Oct-16
252.204-7005	Oral Attestation of Security Responsibilities	Nov-01
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reporting Cyber Incident Information	Oct-16
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Oct-16
252.211-7007	Reporting of Government-Furnished Property	Aug-12
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr-12
252.245-7002	Reporting Loss of Government Property	Dec-17

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252.245-7003	Contractor Property Management System Administration	Apr-12
252.245-7004	Reporting, Reutilization, and Disposal	Dec-17

All clauses in the Offerors MAC Contract apply to this Task Order, except for the following:

52.216-16

52.216-17

52.219-3

52.219-4

52.227-3

52.227-13

252.246-7001 Alternates I & II

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC Contract must be submitted to the basic MAC Contracting Officer for approval. Team member (Sub-contractor) additions after Task Order award must be approved by the Task Order Contracting Officer.

I.2 CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements

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and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially

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available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

(a) The Government may extend the term of this Contract by written notice(s) to the Contractor within the periods specified below. If more than one (1) option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S)	LATEST OPTION EXERCISE DATE
7100, 7199, 9100	No later than twelve (12) months after the Task Order POP start date.
7200, 7299, 9200	No later than twenty-four (24) months after the Task Order POP start date.
7300, 7399, 9300	No later than thirty-six (36) months after the Task Order POP start date.
7400, 7499, 9400	No later than forty-eight (48) months after the Task Order POP start date.

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

(c) The total duration of this Contract, including the exercise of any option(s) under this clause (to include surge), shall not exceed five (5) years, however, in accordance with Paragraph (j) of the requirement of this Task Order entitled "LEVEL OF EFFORT - ALTERNATE 1", (NAVSEA 5252.216-9122), if the total man hours delineated in Paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man-hours specified in Paragraph (a) of the aforementioned requirement have been expended.

52.219-17 SECTION 8(a) AWARD (JAN 2017)

a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the Naval Surface Warfare Center, Dahlgren Division (N00178) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Naval Surface Warfare Center, Dahlgren Division (N00178) Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish

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ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Naval Surface Warfare Center, Dahlgren Division (N00178).

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (JAN 2017)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The Tatitlek Technologies, Inc. will notify the Naval Surface Warfare Center, Dahlgren Division (N00178) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(3) The offeror's approved business plan is on the file and serviced by:

Steven Roberts, Business Opportunity Specialist

Steven.roberts@sba.gov

(907) 271-3313

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Alaska District Office

420 L Street, Ste. 300

Anchorage, AK 99501

800-755-7034

General Inbox: alaska8a@sba.gov

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed hours or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a) (1) through (a) (4) of the clause.

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to

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exist between a Contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the Contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

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(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone Small Business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone Small Business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor Contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of

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employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor Contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause

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and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

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Labor Category	SCA Code	GS Equivalent
Administrative Assistant	01020	GS-7
Sr. Administrative Assistant	01020	GS-8
General Clerk III (Mail)	01113	GS-4
Illustrator II	13042	GS-7
Illustrator III	13043	GS-9
Librarian (Head)	13047	GS-9
Library Technician	13058	GS-5
Sr. Library Technician	13058	GS-6
Logistics Technician	01410	GS-7
Secretary II	01312	GS-5
Secretary III	01313	GS-6

*Note: Attachments J.3 through J.10 provide the Wage Determination for the Labor Categories list above in support of the Statement of Work requirements and the localities identified in Section C. As performance in other localities is required, Wage Determinations for those locations will be added via a modification of the Contract at no increase in the contracted Cost Plus Fixed Fee for the applicable CLIN.

52.222-50 Combating Trafficking in Persons (Mar 2015)

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

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Commercially available off-the-shelf (COTS) item" means--

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge

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by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced labor" means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the

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contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States);

except that--

(ii) The requirements of paragraphs (b) (7) (i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b) (7) (i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph

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does not apply when the exemptions at paragraph (b) (7) (ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b) (3) (i) (A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

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- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.
- (f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:
- (1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) *Full cooperation.*
- (1) The Contractor shall, at a minimum—
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

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(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

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(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h) (5) of this clause.

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accord with the terms and conditions of the contract as a result of Government action under this clause.

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall

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consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) Definitions. As used in this clause—

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support Contractor" means a Contractor (other than a litigation support Contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the Contractor—

(i) Is not affiliated with the prime Contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime Contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

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(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

(9) "Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a Government contract, and partially with costs charged directly to a Government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign Governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose technical

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data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support Contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign Government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign Government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The Contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will

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be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes

(other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have Government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b) (1) (ii) and (b) (1) (iv) through (b) (1) (ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b) (2) (i) (B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it

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has Government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government Contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained Government purpose rights under this contract for any commercial purpose during the time period specified in the Government purpose rights legend prescribed in paragraph (f) (2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b) (1) (ii) and (b) (1) (iv) through (b) (1) (ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support Contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support Contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support Contractor's use of such data, or alternatively, that the

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Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support Contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b) (1) through (b) (3) of this clause, including the period during which the Government shall have Government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a) (14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior Government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a) (14) or (b) (2) (iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b) (4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e) (3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with

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restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted-

Technical Data or Computer Software to be Furnished with Restrictions*	Basis for Assertion*	Asserted Rights Category***	Name of Person Asserting Restrictions
(LIST)****	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the date and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., Government purpose license rights from a prior contract, rights in SBIT data generated under another contract, limited or Government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date:	
Printed Name and Title:	
Signature:	

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable date subject to restriction. Except as provided in paragraph (f) (5) of this clause, only the

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following legends are authorized under this contract: the Government purpose rights legend at paragraph (f) (2) of this clause; the limited rights legend at paragraph (f) (3) of this clause; or the special license rights legend at paragraph (f) (4) of this clause; and/or a notice of copyrights as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No:	
Contractor Name:	
Contractor Address:	
Expiration Date:	

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b) (2) of the Rights in Technical Data - Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No:	
Contractor Name:	
Contractor Address:	
Expiration Date:	

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b) (3) of the Rights in Technical Data - Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce markings. Any person, other than the Government, who has been provided access to such data must promptly notify

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the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) ____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include Government purpose license rights acquired under a prior contract (see paragraph (b) (5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f) (1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking

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and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j) (1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier Contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than

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through a higher-tier Contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

The Government shall have the right to require, at any time during the performance of this Contract, within two (2) years after either acceptance of all items (other than data or computer software) to be delivered under this Contract or termination of this Contract, whichever is later, delivery of any technical data or computer software item identified in this Contract as "deferred delivery" data or computer software. The obligation to furnish such technical data required to be prepared by a Sub-contractor and pertaining to an item obtained from him shall expire two (2) years after the date Contractor accepts the last delivery of that item from that Sub-contractor for use in performing this Contract.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - DD Form 1423, Contract Data Requirements List

Attachment J.1 - DD Form 254, Contract Security Classification Specification Rev. 1, Mod 1

Attachment J.2 - Quality Assurance Surveillance Plan (QASP)

Attachment J.3 - Wage Determination 2015-4329 Rev. 11, 07/16/2019, King George, VA

Attachment J.4 - Wage Determination 2015-4341 Rev. 12, 08/15/2019, Norfolk, VA

Attachment J.5 - Wage Determination 2015-4327 Rev. 11, 07/19/2019, Accomack, VA

Attachment J.6 - Wage Determination 2015-4935 Rev. 11, 07/16/2019, Great Lakes (Lake County), IL

Attachment J.7 - Wage Determination 2015-4539 Rev. 9, 07/30/2019, Mayport (Duval County), FL

Attachment J.8 - Wage Determination 2015-5535 Rev. 9, 07/16/2019, Snohomish, WA

Attachment J.9 - Wage Determination 2015-5635 Rev. 11, 08/02/2019, San Diego, CA

Attachment J.10 - Wage Determination 2015-5689 Rev. 9, 08/02/2019, Pearl Harbor (Honolulu), HI