

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NUMBER P00009		3. EFFECTIVE DATE 10/02/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER See Section G		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY CODE		N00178		7. ADMINISTERED BY (If other than Item 6) CODE		S4801A SCD C	
NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110				DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE, WA 98004-5965			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NUMBER			
Tatitlek Technologies Inc 561 East 36th Avenue Anchorage, Alaska 99503				<input checked="" type="checkbox"/>			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-16-D-9063/N0017819F3015			
10B. DATED (SEE ITEM 13) 06/25/2019				CODE 4WZG2 FACILITY CODE 808113562			

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral per FAR 52.232-22 Limitation of Funds

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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	10/02/2020

General Information

The purpose of this modification is to incrementally fund this Task Order. Accordingly, said Task Order is modified as follows:

1. In Section B, the CLIN/SLIN schedule is updated to reflect the increment of funds
2. In Section G, the funding requisition number and accounting information is added;
3. In Section H, the clause NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS is updated to reflect the funding changes of this modification;
4. In Section H, the FUNDING PROFILE is updated to reflect the funding changes of this modification;

Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

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:

7000BG:

From:

To: BF 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005838872

The total amount of funds obligated to the task order is hereby increased from

CLIN/SLIN	Fund Type	From	By	To
7000BG	WCF			

The total value of the task order is hereby increased from .

CLIN/SLIN	From	By	To
7000AA			
7000BG			

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

CLIN/SLIN	From	To
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CLIN/SLIN	From	To
7000BG		10/02/2020 - 06/11/2021

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 72
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-16-D-9063		2. DELIVERY ORDER/CALL NO. N0017819F3015		3. DATE OF ORDER/CALL (YYYYMMDD) 2020OCT02	4. REQUISITION/PURCH REQUEST NO. See Section G
5. PRIORITY Unrated		6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110		7. ADMINISTERED BY (If other than 6) DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE, WA 98004-5965	8. DELIVERY FOB SCD: C <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR NAME AND ADDRESS Tatitlek Technologies Inc 561 East 36th Avenue Anchorage, AK 99503		CODE 4WZG2	FACILITY 808113562	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
12. DISCOUNT TERMS Net 30 Days WAWF		13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G			
14. SHIP TO SEE SECTION F		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE <input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
Tatitlek Technologies Inc		SIGNATURE		TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
	SEE SCHEDULE				
22. UNIT PRICE	23. AMOUNT				
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA BY: _____			25. TOTAL
		10/02/2020			26. DIFFERENCES
		CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					34. CHECK NUMBER
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		Base Period, Labor for Administrative Support, See Note 1.					
7000AA	R699	Holding SLIN Base Period, Labor for Administrative Support IAW Section C, Statement of Work. (Fund Type - TBD)		Labor Hours			
7000AB	R699	Incremental Funding - WE 110 (WCF)		Labor Hours			
7000AC	R699	Mod 1 - WE 100 (WCF)		Labor Hours			
7000AD	R699	Mod 1 - WE 104 (WCF)		Labor Hours			
7000AE	R699	Mod 1 - WE 101 (WCF)		Labor Hours			
7000AF	R699	Mod 1 - WE 106 (WCF)		Labor Hours			
7000AG	R699	Mod 1 - WE 105 (WCF)		Labor Hours			
7000AH	R699	Mod 1 - WE 107 (WCF)		Labor Hours			
7000AJ	R699	Mod 1 - WE108 (WCF)		Labor Hours			
7000AK	R699	Mod 1 - WE 108 (WCF)		Labor Hours			
7000AL	R699	Mod 1 - WE 109 (WCF)		Labor Hours			
7000AM	R699	Mod 1 - WE 112 (WCF)		Labor Hours			
7000AN	R699	Mod 1 - WE 113 (WCF)		Labor Hours			
7000AP	R699	Mod 1 - WE 114 (WCF)		Labor Hours			
7000AQ	R699	Incremental funding in support of WE 111 (WCF)		Labor Hours			
7000AR	R699	Mod 3 - Increment of funds - WE 108 (RDDA)		Labor Hours			
7000AS	R699	Mod 3 - Increment of funds - WE 108 (OPN)		Labor Hours			
7000AT	R699	Mod 3 - Increment of funds - WE 110 (WCF)		Labor Hours			
7000AU	R699	Mod 3 - Increment of funds - WE 108 (WCF)		Labor Hours			
7000AV	R699	Mod 3 - Increment of funds - WE 108 (WCF)		Labor Hours			
7000AW	R699	Mod 4 - WE 108 (WCF)		Labor Hours			
7000AX	R699	Mod 4 - WE 108 (WCF)		Labor Hours			
7000AY	R699	Mod 4 - WE 107 (WCF)		Labor Hours			
7000AZ	R699	Mod 5 - WE 108 (WCF)		Labor Hours			
7000BA	R699	Mod 6 - WE 108 (WCF)		Labor Hours			
7000BB	R699	Mod 6 - WE 108 (WCF)		Labor Hours			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000BC	R699	Mod 6 - WE 108 (WCF)		Labor Hours			
7000BD	R699	Mod 6 - WE 108 (WCF)		Labor Hours			
7000BE	R699	Mod 7 - Increment of funds - POAM 113 (WCF)		Labor Hours			
7000BF	R699	Mod 8 - WE 108 (WCF)		Labor Hours			
7000BG	R699	Mod 9 - WE 115 (WCF)		Labor Hours			

Cost Type / NSP Items:

7099		Data Deliverable for the Base Period IAW Exhibit A, CDRLs. Not Separately Priced. See Note 3.				Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Year 1, Labor for Administrative Support, See Notes 1, and 4.					
7100AA	R699	Holding SLIN Option Year 1, Labor for Administrative Support IAW Section C, Statement of Work. (Fund Type - TBD) Option		Labor Hours			

Cost Type / NSP Items:

7199		Data Deliverable for Option Year 1 IAW Exhibit A, CDRLs. Not Separately Priced, See Note 3.				Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Year 2, Labor for Administrative Support, See Notes 1, and 4.					
7200AA	R699	Holding SLIN Option Year 2, Labor for Administrative Support IAW Section C, Statement of Work. (Fund Type - TBD) Option		Labor Hours			

Cost Type / NSP Items:

7299		Data Deliverable for Option Year 2 IAW Exhibit A, CDRLs. Not Separately Priced, See Note 3.				Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Year 3, Labor for Administrative Support, See Notes 1, and 4.					
7300AA	R699	Holding SLIN Option Year 3, Labor for Administrative Support IAW Section C, Statement of Work. (Fund Type - OTHER)		Labor Hours			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Option

Cost Type / NSP Items:

7399		Data Deliverable for Option Year 3 IAW Exhibit A, CDRLs. Not Separately Priced, See Note 3.				1.00	Lot	NSP
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Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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7400 Option Year 4, Labor for Administrative Support, See Notes 1, and 4.

7400AA	R699	Holding SLIN Option Year 4, Labor for Administrative Support IAW Section C, Statement of Work. (Fund Type - TBD) Option		Labor Hours			
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Cost Type / NSP Items:

7499		Data Deliverable for Option Year 4 IAW Exhibit A, CDRLs. Not Separately Priced, See Note 3.					Lot	NSP
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Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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9000 ODC in support of CLIN 7000, See Note 2.

9000AA	R699	Holding SLIN Base Period, ODCs in support of CLIN 7000. (Fund Type - TBD)		Lot	
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9000AB	R699	ODCs in support of CLIN 7000, WE 112. (WCF)		Labor Hours	
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9100 ODC in support of CLIN 7100, See Notes 2, and 4.

9100AA	R699	Holding SLIN Option Year 1, ODCs in support of CLIN 7100. (Fund Type - TBD) Option		Lot	
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9200 ODC in support of CLIN 7200, See Notes 2, and 4.

9200AA	R699	Holding SLIN Option Year 2, ODCs in support of CLIN 7200. (Fund Type - TBD) Option		Lot	
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9300 ODC in support of CLIN 7300, See Notes 2, and 4.

9300AA	R699	Holding SLIN Option Year 3, ODCs in support of CLIN 7300. (Fund Type - TBD) Option		Lot	
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9400 ODC in support of CLIN 7400, See Notes 2, and 4.

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9400AA	R699	Holding SLIN Option Year 4, ODCs in support of CLIN 7400. (Fund Type - TBD) Option		Lot	

NOTE 1: LABOR HOURS

The labor hours (LH) listed above for the Base Period and each Option Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause.

NOTE 2: OTHER DIRECT COSTS (ODCs)

Any ODC other than the ODCs (travel) stated in Section C will be limited to those approved at the time of award.

NOTE 3: NOT SEPARATELY PRICED

Price for Not Separately Priced (NSP) items shall be included in the price of the Labor CLINs.

NOTE 4: OPTION

Option item to which the option clause in Section I-2 applies and which is to be supplied only if and to the extent said option is exercised.

B.1 USE OF WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

This is a Level of Effort (term) type order.

Items 7000, 7100, 7200, 7300, and 7400 are Cost-Plus-Fixed-Fee (CPFF) type.

Items 7099, 7199, 7299, 7399, and 7499 are Not Separately Priced (NSP).

Items 9000, 9100, 9200, 9300, and 9400 are Cost only, excluding fee.

B.3 ADDITIONAL CLINS/SLINS

Additional CLINs and SLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order 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.4 FINALIZED FIXED FEE

If the total level of effort for each period specified in Section H clause 5252.216-9122 LEVEL OF EFFORT-ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the Fixed-Fee. For example, if 90% of the hours were provided, the Contractor is entitled to 90% of the Fixed-Fee. The below fee calculation applies to all periods regardless of the level of funding. This Task Order will be incrementally funded and

budgetary constraints may prevent full funding of all periods. The process for finalizing the Fixed-Fee is the same for both fully funded periods and periods funded at less than the estimated total CPFF.

The following table reflects the hourly rates to be billed.

	Fixed Fee Amount	Man-Hours	Rate (fee per hour)
Base			\$
Option 1			\$
Option 2			\$
Option 3			\$
Option 4			\$

B.5 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.6 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 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.7 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)

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

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

B.8 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, allocable 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.9 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type. Specifically CLINs 7000, 7100, 7200, 7300, and 7400 are CPFF, CLINs 7099, 7199, 7299, 7399, and 7499 are NSP, and CLINs 9000, 9100, 9200, 9300, and 9400 are Cost only.

Section C - Description/Specifications/Statement of Work

C.1 BACKGROUND

The Naval Surface Warfare Center Dahlgren Division (NSWCDD) provides comprehensive and dedicated support to the Navy of research, development, test and evaluation, analysis, systems engineering, integration and certification of complex naval warfare systems and fleet support. Additional Contractor support of administrative and clerical support services is required as NSWCDD continues to provide the military with testing and certification by utilizing its Potomac River Test Range in Dahlgren, VA and provides fleet support at Combat Direction Systems Activity in Dam Neck which is located in Virginia Beach, VA.

C.2 SCOPE

This Statement of Work (SOW) is to provide administrative and clerical support to NSWCDD. The Contractor is to provide a dedicated team of personnel for administrative and clerical support. The Contractor shall provide non-personal services of day-to-day operations to NSWCDD for administrative and clerical support for the following task: typing and filing of correspondence, mail processing, facsimile receiving/sending, telephone calling/answering, greeting visitors, copying and scanning documents, training document preparation and processing, electronic and manual data entry, lock and key control, spreadsheet preparation, and meeting support. The Contractor shall provide all necessary supervision, management, non-personal support services, and administrative support and oversight for this effort. All Contractor employees are prohibited from acting as a Government employee's personal assistant and they shall never direct the actions of any Government employees.

C.2.1 Work Location

The primary work location is at the NSWCDD which includes the primary location of Dahlgren, VA, Combat Direction Systems Activity (CDSA) on Naval Air Station (NAS) Oceana Dam Neck Annex which is located in Virginia Beach, VA and the Naval Observatory/A06 located in Washington, DC.

C.2.2 Skill

C.2.2.1 Rough draft, electronic, disk, or handwritten material shall be provided to the Contractor for processing and completion in accordance with specific and applicable written guidelines.

C.2.2.2 The Contractor shall utilize specialized software applications, including those that are unique to the Navy, e.g., Navy Enterprise Resource Planning (Navy ERP). The Government shall provide any training in the use of these unique software applications required under this effort.

C.3 APPLICABLE DOCUMENTS

***The below documents can all be found on the internet.**

MANUALS

- SECNAV 5216.5 Navy Correspondence Manual
- SECNAV M-5210.2 DoN Standard Subject Identification Code (SSIC) Manual
- Federal Joint Travel Regulations

- National Industrial Security Program Operating Manual (NISPOM)
- NSWCDD Command Security Manual
- Government Printing Office (GPO) Style Manual
- SECNAV M-5210.1, DoN Records Management Manual

FORMS

- SAAR-N
- Visitor Request Form

INSTRUCTIONS

- DoD 5400.7-R Chapters 3 and 4 - (FOUO) Personally Identifiable Information (PII)
- SECNAVINST 5211.5D Privacy Act Information
- OPNAV PUB P09B2-107, Standard Navy Distribution List
- OPNAVINST 5216.8 Series, CNO Supplement to the DON Correspondence Manual
- OPNAVINST 5218.7A, Navy Official Mail Management
- DODINST 4525/6M, DOD Postal Manual
- NSWCDD Records Management policy (See Attachment J.6)

C.4 REQUIREMENTS

C.4.1 Clerical/Secretarial Support

The Contractor shall perform general secretarial and clerical duties necessary to meet the needs of the Branch/Secretary II, Division/Secretary III, Department/Administrative Assistant or Program Office/Administrative Assistant. The technical requirements described in this SOW shall require the Contractor to perform the following:

- a. Answer and screen incoming telephone calls in a professional manner. Determine the nature of calls and refer the caller to the appropriate personnel or office. Record a written or electronic message if the requested person is not available. Answer routine customer questions providing customer support and personally respond and take for action any call related to office procedures or processes. The Contractor shall maintain telephone contact with other personnel in support of the Department, Division, Branch, or Program Office being supported.
- b. Receive, greet, and screen visitors. Determine the nature of the visit and direct the visitor(s) to the appropriate person.
- c. Maintain a log of all visitors.
- d. Provide staff and customers with accurate and complete information on administrative support process, procedures, and documentation requirements. Researching policy and procedural guidelines and historical files to identify precedents for actions, to make recommendations concerning appropriate courses of action, and to prepare documents consistent with established standards, policy, instruction, or departmental guidance.
- e. Schedule appointments/meetings.
- f. Provide support for meetings on and off NSWCDD location. Meeting support includes:
 1. Scheduling room(s) for meetings.
 2. Set up room with necessary materials and equipment.
 3. Prepare and maintain attendee list and provide to Department Point of Contacts (POCs).
 4. Coordinate with Public Affairs to execute the NSWCDD Very Important Person (VIP) process.
 5. Coordinate visit requests.
 6. Verify clearances in Joint Personal Adjudication System (JPAS).
 7. Coordinate for reserved parking.
 8. Print out multiple copies of any slides and documents needed.

9. Coordinate with Information Technology (IT) for meeting support.
10. Arrange for appropriate telecommunications and audiovisual equipment.
11. Coordinate shipping and receiving of items for meetings/training.
12. Ensure appropriate office supplies are available during meeting.
13. Man the door during classified meetings to ensure only authorized personnel are allowed entry.
14. Perform attendance check-in during meeting/conference.
15. Assist with audiovisual equipment, manage slides, and telecom equipment.
16. Schedule bridge lines.
17. Take notes during meeting, prepare minutes/notes for the meeting coordinator, and distribute to attendees when requested.
18. Record and report on the proceedings and maintain tickler file for action items.
19. Return meeting room to original configuration at conclusion of meeting.
20. Shall have ability to travel off base or across base to other buildings/locations to support meetings.

Government vehicles shall be used for this task when available.

- g. The Contractor shall receive, type, make changes, and process documents. Documents shall be prepared in accordance with the Naval Correspondence Manual or associated guidance for specific forms to include:
1. Correspondence (to include official correspondence, letters, first endorsements, memorandums, messages, and form letters)
 2. Instructions
 3. Notices
 4. Change transmittals
 5. Special directives
 6. Technical reports
 7. Test plans
 8. Deficiency reports
 9. Naval Messages (NAVGRAMs).

Information for preparing the above shall be provided (rough draft, handwritten, verbal, and email) or may require retrieval. Verification of addresses and references for documents shall be performed by the Contractor. Final versions shall be in accordance with the Navy Correspondence Manual 5216 Series, local NSWCDD instructions, Department guidance, and other applicable Department of Defense (DoD) and Navy guidance. Contractor shall ensure all correspondence conforms to correspondence manual style and no formatting, spelling, or grammatical errors exist.

- h. Maintain master files and log of all correspondence issued by Branch, Division, or Department.
- i. Receive and review incoming correspondence, establishing controls on certain items, and prepare replies to administrative correspondence not requiring the Branch, Division, or Departments attention. Contractor shall route correspondence to appropriate staff member.
- j. Maintain a point of contact listing to include employee muster list.
- k. Complete signature routing, tracking, and distribution of documentation.
 - l. Copy, sort, scan, reduce, fax, bind, route, file, download, track, distribute, archive, secure, shred, and dispose of data/documentation.
- m. Process timecard entries, timecard reports, training requests, and shipping documents using Navy ERP system.
- n. Receive, sort, distribute, and prepare incoming and outgoing mail.
- o. Using Government systems, process requisitions, training requests, telephone work requests (TWS), Information Technology Machine (IT MAC) requests, visitor clearances, visit requests, overtime and compensatory time requests, Government vehicle requests, building access requests, building work requests, and property passes. Currently, these systems consist of Integrated Budget Planning & Execution System (IBPES), JPAS, Navy ERP, and the applications listed on the NSWCDD Homepage.
- p. Coordinate travel arrangements for personnel to include assisting with travel orders by utilizing the Defense

Travel System (DTS) to book travel, enter orders, and forward to Government official for approval, prepare travel order amendments, retrieve orders, and enter travel claims.

- q. Establish, maintain, and update office filing systems (both hard copy and electronic) in accordance with NSWCCD Records Management policies.
- r. Receive and coordinate accurate and timely action items, requests, and data calls.
- s. Maintain inventory of office supplies and use approved processes for replacement.
- t. Receive information and post on the official Government Bulletin Board.
- u. Inform personnel of important office matters arising during the personnel's absence and call attention to significant items in reports, files, and correspondence.
- v. Work with NSWCCD Public Affairs for all distinguished visitors to the Branch/Division/Departments.
- w. Travel on base shall be required for pick-up or delivery of official information in the course of daily business, to include classified materials. Government vehicles shall be used for this task when available.
- x. Create spreadsheets with multiple, interconnected worksheets, formulas, and pivot tables.
- y. Create PowerPoint presentations and ensure consistency of style by utilizing the standard format for each Program Office, Division, or Department.
- z. Upload documents and emails into appropriate folders on the SharePoint site or other department identified repositories for use and retention.
- aa. Maintain and search SharePoint or other department identified repositories for appropriate documents and information.
- ab. Upload documents and emails into Total Records Information Management (TRIM) in accordance with NSWCCD Records Management policies.
- ac. Assist the Government staff daily. In the absence of Government or Contractor senior level secretaries, provide guidance and review the work of lower level secretaries to ensure compliance with Navy, NSWCCD, and Department processes, procedures, and guidelines.
- ad. Provide clerical/secretarial support in the absence of Government clerical/secretarial personnel on a temporary basis to ensure continual office coverage and support.
- ae. Monitor work flow to and from the Branch/Division/Department/Program Offices. The Contractor shall handle different situations, problems, and deviations in the work of the office according to general instructions, priorities, duties, policies and goals.
- af. Perform user maintenance on office equipment and call for services when required. Monitor the status of office support equipment (to include copiers, printers, fax machines, shredders). Replace printer and plotter supplies as needed and dispose of according to standard operating procedures.
- ag. Aid in the disposal of excess or non-functioning equipment.
- ah. Maintain minutes of all staff meetings and visits and post on SharePoint or other department identified repositories after approval.
- ai. Execute the New Employee Onboarding process, including updating New Employee Use Form (NEUF), emergency POC information, door and zone forms and signage, MILCONNECT.
- aj. Perform muster procedures.
- ak. Maintain Branch/Division/Department/Program Office calendars (to include, employee leave, temporary duty (TDY), and work room requests).
 - al. Maintain key inventory.
- am. Coordinate plant account inventories.
- an. Establish and maintain Standard Operating Procedures for clerical/secretarial duties.
- ao. Collaborate with the technical community to identify and implement process improvements, and resolve issues within the Division.

C.4.2 ADMINISTRATIVE SUPPORT

The Contractor shall assist with performing a wide variety of complex and confidential administrative duties. Including the requirements listed above in C.4.1, the Contractor shall work independently on requirements, including

the following:

- a. Manage executive office in accordance with agency policy, coordinating actions with other executive staff, and maintaining accountability for documentation.
- b. Under limited supervision, collect, analyze, and research data for assigned projects.
- c. Prepare briefing material, charts, graphs, and other presentation materials independently.
- d. Make administrative decisions independently, providing completed projects and assignments.
- e. Independently handle correspondence not requiring personal attention of the Government manager.
- f. Assist in development and preparation of administrative and staff reports.
- g. Ensure quality assurance and completeness of reports.
- h. Use graphics and/or desktop publishing software for preparation of presentations.
- i. Review and summarize reports and documents for Government manager directing attention to actions needed or concerns.
- j. Provide high level customer assistance, including answering questions and directing phone calls, independently, both internally and externally to NSWCDD.
- k. Administer and adhere to standard policies and procedures applicable to military standards, specifications, and guidance (including NSWCDD Instructions and Manuals).
- l. Provide administrative support in the absence of Government administrative personnel on a temporary basis to ensure continual office coverage and support.
- m. Establish and maintain Standard Operating Procedures for administrative duties.

C.4.3 TASK ORDER MANAGEMENT

C.4.3.1 Progress Report

The Contractor shall submit a Contracting Officer's Management Report (CDRL A001)

C.4.3.2 In-Process Reviews (IPR)

The Contractor shall conduct In-Process Reviews (IPRs) with the Government on a quarterly basis with the Contracting Officer's Representative (COR) unless waived by the COR. Attendees at the IPRs shall include the personnel required to discuss contract activity, progress, status, and any issues affecting tasking or action items assigned. The Contractor's IPR presentation shall contain, at a minimum, the following written information in viewgraph form:

- a. Contract Number, Period of Performance, Total Value
- b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify Sub-contractor personnel.
- c. Description of each task completed or currently being performed, to include the SOW or Plan of Action Milestone (POAM) number and a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.
- d. Identification of any administrative problems encountered in performance of the contract.
- e. A graphic depiction of expenditures and work hours.
- f. Agenda items shall address the status of action items from the previous IPR and pertinent issues.
- g. Emergent/future interest items and meetings shall be discussed.
- h. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending with organization/code, telephone, and email address.
- i. The format for the IPR presentation shall be mutually agreed upon by the Contractor and COR. (CDRL A002)

C.4.3.3 Trip Report

When travel is required, the Contractor shall provide a trip report within 10 days after completion of the trip. (CDRL

A003)

C.4.3.4 POA&M

Each POA&M shall be signed by the Contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the COR.

C.5 OTHER DIRECT COSTS

C.5.1 Travel

C.5.1.1 The Contractor may be required to travel in performance of this Task Order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government SME and COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and shall be pre-approved by the COR. The following travel is anticipated in support of meetings:

Dam Neck – Virginia Beach, VA

NSWCDD – Dahlgren, VA

Fredericksburg, VA

Washington, DC

St. Petersburg, FL

C.5.2 Materials and Equipment

During the performance of this Task Order, there are no materials or equipment purchases authorized.

C.6 GOVERNMENT FURNISHED EQUIPMENT, INFORMATION, AND MATERIALS

C.6.1 Government Furnished Office Space

The Government will provide office space in NSWCDD spaces on a full-time basis, for Contractor personnel of the Secretary II, Secretary III and Administrative Assistant labor categories only. On site office space shall include a desk, computer, chair, telephone, and printer access.

C.7 MANDATORY REQUIREMENTS

Mandatory Requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1: Facility Security Clearance: The Contractor's primary facility for supporting this contract is required to have a facility clearance of SECRET.

Requirement 2: Personnel Security Clearance: All personnel providing support under this requirement must possess clearances at the SECRET level or higher. Interim SECRET clearances are acceptable.

C.8 GENERAL REQUIREMENTS

C.8.1 Hours of Operation

C.8.1.1 The Contractor shall provide required services and staffing coverage Monday through Friday, between 0700

and 1700, not to exceed 8 hours per day (not including a lunch break). If variances are required from the established business hours, the Contractor shall obtain concurrence from the Government SME and/or COR prior to working any varied hours.

C.8.1.2 Arrival and departure times of personnel shall be structured to allow for the broadest range of support coverage in a specified work area (Program Office/Branch/Division/Department) during the workday.

C.8.1.3 Contractor employees are encouraged to work in accordance with the same schedules as the Government office that they are supporting.

C.8.2 Absence/Late Arrival

The Government SME and office being supported shall be notified by the Contractor via telephone or email for any delayed arrival or absence of Contractor personnel.

C.8.3 Backfill/Temporary Replacement

C.8.3.1 Contractor shall arrange for temporary backfill personnel when Contractor personnel are away from the work site for more than five (5) consecutive work days.

C.8.3.2 For shorter periods of absences, the need for the Contractor to provide a temporary backfill will be identified by the Government SME and/or COR at the time the Contractor notifies the Government of the Contractor employee's absence.

C.8.3.3 The Contractor will be notified 10 days in advance of need for temporary support to cover absence of a Government clerical/secretarial/administrative position.

C.8.4 Overtime

Overtime may be required to complete emergent requirements. When required, overtime shall be requested by the Contractor to the Government SME and COR and Contracting Officer. Contracting Officer must approve overtime request prior to being worked. In accordance with 52.222-2 Payment for Overtime Premium, overtime shall be requested in writing. Overtime that is not approved in advance will not be authorized for payment.

C.8.5 Telework

In accordance with SEA 5252.216-9122 Alt 1 - Level of Effort Clause Alternate I (May 2010) and concurrence from the Government SME and COR, teleworking at an alternative worksite is permitted in instances of base closure, NSWCCD closure, or unique situations.

Telework will be reviewed on a case by case basis and must have concurrence of the Government SME and COR prior to the performance of telework. In the event of telework, the Contractor shall track all Government Furnished Property, to include asset tag #'s and serial numbers for all NMCI computer equipment in the Contractor's possession for telework. All equipment shall be returned to the Government by the end of the contract or when equipment is no longer in use, whichever comes first.

C.8.6 Work Etiquette

All Contractor personnel performing on the Government site shall be responsible for maintaining satisfactory standards of performance, conduct, and integrity. Each employee is expected to adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the Federal Government. Appropriate business attire suitable for dealing with the public shall be worn. The Contractor shall demonstrate professional demeanor, mannerisms, and teamwork while getting the job done in a timely and efficient manner. The Contractor shall be able to communicate

effectively and professionally both orally and in writing with all levels of personnel. Profanity or abusive language is strictly prohibited in Government spaces. Harassment in any form is also prohibited in Government spaces. The Government may require transfer or removal from this contract any employee who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility or its population.

C.8.7 Training

Training necessary to ensure that personnel performing under this contract 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 Contractor. The Contractor shall provide training opportunities to maintain Contractor capabilities/skills to coincide with changing technology environments. Training on non-commercial and department-specific tools and procedures will be provided by the Government.

C.9 IMPAIRED SUPPORT

The Contractor shall perform general secretarial and clerical duties necessary to meet the needs of the Branch/Secretary II, Division/Secretary III, Department/Administrative Assistant or Program Office/Administrative Assistant as listed in the SOW, C.4.1, and C.4.2. In addition, the Contractor shall assist one or more visually impaired, blind, and other disabled personnel with the following:

C.9.1.1 Assist in completing assigned tasks when accessible software is not compatible with the Government impaired employees office equipment.

C.9.1.2 Assist with reading aloud from a variety of documents, reports, mail, and other work related items, including reading for the purpose of recording on tape information to be used by impaired personnel.

C.9.1.3 Research information for various administrative tasks and assist Government personnel at presentation briefings/meetings in displaying information in MicroSoft (MS) PowerPoint or MS Excel formats.

C.9.1.4 Describe verbally various illustrative materials such as pictures, charts, drawings and symbols.

C.9.1.5 Assist with reading and signing hard copy documents by guiding impaired individuals hand across paper to appropriate area for signature.

C.9.1.6 Assist with reading and signing electronic documents by guiding impaired individuals hand over computer mouse to appropriate area on computer screen for acknowledgement of approval.

C.9.1.7 Assist with reading and completion of electronic training by guiding impaired individuals hand over computer mouse to appropriate area on computer screen for acknowledgement, answering questions, progressing through training screens and acknowledgement of completion of training.

C.9.1.8 Assist with travel to and from meetings and training events with use of Government vehicle. Contractor shall assist impaired personnel into building to the assigned room of the meeting or training event and return (when called) to the assigned room assisting the impaired personnel to the vehicle to be transported back to their office space. This assistance may require the use of on call support personnel when full time support personnel are unavailable.

C.9.1.9 Assist with data entry into automated business application tools to include Corporate Incentive Pay Application (CIPA) performance tool, Personnel Addendum (PA) tool, Honorary Awards tool, and NSWCCD trackers by guiding the impaired individuals hand over the computer mouse or entering the data into the tool that the impaired individual shares with the Contractor.

C.9.1.10 Contractor shall provide assistance to more than one employee with a disability when needed as long as the

primary impaired personnel they support in their work area are not in need of immediate tasking to be completed by the Contractor.

C.9.1.11 The Contractor shall establish and maintain Standard Operating Procedures for duties assisting impaired personnel.

C.10 SECURITY

Personnel providing direct support to this effort will be required to have at a minimum a DoD SECRET clearance. Interim clearances are acceptable. The Contractor will have access to information with a SECRET classification. All deliverables associated with this contract 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. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this Task Order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the NISPOM and the NSWCDD Command Security Manual. All data generated under this contract shall be classified in accordance with the guidance in the NISPOM and the NSWCDD Command Security Manual.

Contractor must comply with guidelines specified on the DD Form 254. The Contractor shall submit completed clearance packages within ten (10) calendar days of identification of any increased security requirements.

For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. SECRET accesses are needed to support and provide the administrative and clerical support to NSWCDD.

The Contractor shall provide support utilizing a computer system containing Restricted Data information and shall have the capability to obtain proper clearances required for access to Restricted Data.

C.10.1 Facility Clearance

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

C.10.2 Physical Security

No safeguarding of classified material is authorized at the Contractor facility. Safeguarding will only be required at the actual performance site listed in Block 13 on the DD Form 254. Actual performance site's security regulations and guidelines will apply.

C.10.3 Electronic Spillages (ES)

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 or 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 NSWCDD and a lack of attention to detail with regard to the handling of classified information and will be reflected in the Contractor's 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 charged to the Contractor.

NSWCDD Security will be responsible for the corrective action plan in accordance with the security guidance

reflected on the DOD Contract Security Classification Specification - DD Form 254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages that involve the Contractor. NSWCDD Security will notify the Contracts Division of the Contractor facility name and contract 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 annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs, additional training will be required to prevent recurrence.

C.10.4 Portable Electronic Devices (PEDs)

C.10.4.1 Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD 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. PED's 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, CD-RWs, DVD-RWs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard drives, and floppy diskettes.

C.10.4.2 Personal Wearable Fitness Devices (PWFDs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including SECRET. User must ensure PWFD is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., FitBit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWFD in the NSWCDD Fitness Device Tracker.

C.10.4.3 PED's belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

C.10.4.4 Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

C.10.5 Operations Security (OPSEC)

All Contractors (including Sub-contractors) shall supplement their current security practices by requiring any personnel involved in executing this contract to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the organization they are supporting as well as the OPSEC plan for NSWCDD. Upon contract award, all identified Contractors (including Sub-contractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in Block 13 of the attached DD Form 254 thereby acknowledging that they will meet the requirements of this contract. The COR shall contact their Department Training Coordinator to schedule employees to attend the Government-sponsored OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.

C.10.6 Mandatory Training/Privacy Program Training

There is mandatory training that is required for all NSWCDD personnel (military, civilian, and Contractor) which must be completed annually. Total Workforce Management Services (TWMS) is the official database for workforce

training and is the required tool for taking and recording mandatory and privacy act training. The Contractor is responsible for ensuring individual annual mandatory and privacy training requirements are met and recorded in TWMS.

C.10.7 Visits by Foreign Nationals and Foreign Representatives

C.10.7.1 Contract performance may require that the Contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government Contractor. A foreign representative may be a United States citizen.

C.10.7.1.1 A Contractor-hosted visit of a foreign national or foreign representative may be either an “official” visit or an “unofficial” visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign government.

C.10.7.1.2 A visit by a foreign national or a foreign representative may be either “DoD Sponsored” or “Non-DoD Sponsored”. A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the Contractor under this contract is not considered to be, by itself, a sponsored visit).

C.10.7.2 The Contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to DoD and DoN directives, instructions, regulations, and manuals that govern foreign disclosure. “Foreign Disclosure” is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

C.10.7.2.1 Classified Military Information (CMI). This is information that is originated by or for the DoD, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

C.10.7.2.2 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.10.7.3 NSWCCD Foreign National Visitor and Foreign Disclosure Application process. NSWCCD has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a Contractor facility or Contractor workspace by a foreign national or foreign representative is anticipated, and one or more NSWCCD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed “NSWCCD Foreign National Visitor and Foreign Disclosure Application” e-form must be supplied to the Contractor’s Facility Security Officer (FSO). The accountable NSWCCD personnel attending the meeting must ensure that the NSWCCD disclosure process has been complied with and an approved copy of the “NSWCCD Foreign National Visitor and Foreign Disclosure Application” generated e-form has been provided to the COR and the Contractor’s FSO. The Contractor’s FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the NISPOM as well as the requirements set forth above.

C.11 ON-SITE ENVIRONMENTAL AWARENESS

C.11.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and DoD and Navy policies.

C.11.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

C.11.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in Part C.11.2 above (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCDD website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office.

C.11.4 Within 30 days of commencing contract performance, the Contractor shall certify by email to their COR that the requirements captured by C.11.2 and C.11.3 above have been met. The email shall include each employee name and work site and shall indicate which requirement C.11.2 or C.11.3 above each employee has satisfied.

C.11.5 Contractor copies of the records generated by the actions described in C.11.2 and C.11.3 above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

C.12 ON-SITE SAFETY REQUIREMENTS

C.12.1 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.

C.12.2 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 NSWCDD. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.12.3 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.

C.12.4 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.

C.12.5 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.

C.12.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD 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 Authorized Use List addition form can be found at https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

C.12.7 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 Personal Protective Equipment (PPE) or training will be required.

C.12.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three 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.

C.12.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

C.12.10 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.13 OPERATION OF GOVERNMENT VEHICLES

The Contractor may be required to drive Government vehicles both on-site at NSWCDD, and off-site in the performance of duties associated with the tasking of this contract. Government provided vehicles will be used solely for the purposes as described in the Statement of Work of this contract. All drivers must present proof of a valid state driver's license prior to operating a Government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers. For vehicles over 10,000 pounds and carrying more than 15 passengers a valid state driver's license and proof of required Navy training for those vehicles is required. The state driver's license must be valid for the class and weight of the vehicle which the Contractor will be operating.

C.14 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center, Dahlgren Division 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;
- (5) V, Freight and Shipping ONLY.

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

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

C.15 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive and 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.

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific to the Statement of Work tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contracting Officer.

C.16 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contract 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 execution of tasking associated with this contract. 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 contract must sign a Privacy Act certification.

C.17 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

C.17.1 The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no 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 Contracting Officer immediately.

C.17.2 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.18 DIGITAL DELIVERY OF DATA

C.18.1 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. 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.18.2 Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such 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.

C.18.3 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 contract, 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 Procuring Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this Task Order.

C.19 POST AWARD MEETINGS

A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the contract. The meeting will be held at a To Be Determined (TBD) location in Dahlgren, VA. The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist. 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. A second Post Award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated Period of Performance, in accordance with FAR 252.232-7006. The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

C.20 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 subcontract type or pricing arrangement.

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

C.21 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and NSWCCD 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 contract 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.22 CONTRACTOR IDENTIFICATION

C.22.1 The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel requiring regular access to 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 or termination of an employee, and upon request by the Procuring Contracting Officer.

C.22.2 All Contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from other Contractor personnel are present.

C.23 SKILLS AND TRAINING

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. Information assurance functions require certifications specified in DFARS 252.223-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. 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 Contractor.

C.24 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 email 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.25 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

Offerors 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 contract, the Offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The Contractor shall provide notice within 14 days of receipt of any information that may indicate a potential OCI and how they shall mitigate this.

C.26 eCRAFT

C.26.1 The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

C.26.2 The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditure for labor, materials, travel, Sub-contractor usage, and other contract charges.

C.26.2.1 Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT email address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

C.26.2.2 Submission and Acceptance/Rejection:

The Contractor shall submit their reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by email notification

from eCRAFT.

C.27 CONTRACT CLAUSES

HQ C-1-0001 ITEM(S) - 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(s) (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 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, but not limited to, joint venturer, 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 in writing, any license agreement governing the 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-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials

incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any 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 Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any 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 contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Contractor, Sub-contractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items

are exempt from this requirement.

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

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

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

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

Ddl-C40 USE OF INFORMATIONS SYSTEM (IS) RESOURCES

Contractor Provision of 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 contract. This includes computers, software, networks, certificates, and network addresses.

Contractor Use of NSWCDL IS Resources

In the event that the Contractor is required to have access to NSWCDL 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 Certificate Authority. If this contract requires that the Contractor be granted access and use of NSWCDL IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between NSWCDL and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) 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 NSWCDL, such interconnection shall take place only after approval from the NSWCDL 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 current requirements of CJCSI 6211.02 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDL firewall.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDL BASE ACCESS

(a) The Contractor shall insure that all employees who have a Common Access Card (CAC) turn in the CAC immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDL Physical Security of all changes in their contract personnel requiring NSWCDL base access.

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDL Physical Security in advance of the date, time and location where the NSWCDL representative may physically retrieve the CAC prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify NSWCDL Physical Security of the

separation and make arrangements between the former employee and NSW CDD Physical Security for the return of the CAC.

Section D - Packaging and Marking

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

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 practices.

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 on 28 March 2013.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) 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.

Section E - Inspection and Acceptance

E.1 HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

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-1-0007 INSPECTION AND ACCEPTANCE OF LOE SERVICES

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

E.3 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.3.1 The Contractor's performance in each of the task areas of Statement of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

E.3.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the contractor.

E.3.3 In accordance with the CPARS evaluation, Contractor performance will be evaluated in four general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 of FAR 42.1503) will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.3.4 Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) Services are provided in a professional unbiased manner.

E.3.5 Schedule/Timeliness – Addresses the contractor's overall effectiveness in providing qualified personnel to fill vacancies, and provide backfill/temp replacements. The contractor must also demonstrate the ability to retain an

overall professional workforce.

E.3.6 Cost Control – Addresses the contractor’s overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.3.7 Business Relations – Addresses the responsiveness of the Contractor’s upper-level management to Government concerns and needs, the effectiveness of the Contractor’s management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

Section F - Deliveries or Performance

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

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

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

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

F.3 PRIMARY PLACE OF PERFORMANCE

Services to be performed hereunder will be provided at Naval Surface Warfare Center Dahlgren Division (NSWCDD) in Dahlgren, Virginia as well as the Combat Direction Systems Activity (CDSA) in Dam Neck which is located in Virginia Beach, VA.

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance of the following Firm line Items are as follows:

7000 AA	06/12/2020 - 06/11/2021
7000 AB	06/12/2020 - 06/11/2021
7000 AC	06/12/2020 - 06/11/2021
7000 AD	06/12/2020 - 06/11/2021
7000 AE	06/12/2020 - 06/11/2021
7000 AF	06/12/2020 - 06/11/2021
7000 AG	06/12/2020 - 06/11/2021
7000 AH	06/12/2020 - 06/11/2021
7000 AJ	06/12/2020 - 06/11/2021
7000 AK	06/12/2020 - 06/11/2021
7000 AL	06/12/2020 - 06/11/2021
7000 AM	06/12/2020 - 06/11/2021
7000 AN	06/12/2020 - 06/11/2021
7000 AP	06/12/2020 - 06/11/2021
7000 AQ	07/06/2020 - 06/11/2021
7000 AR	07/23/2020 - 06/11/2021
7000 AS	07/23/2020 - 06/11/2021
7000 AT	07/23/2020 - 06/11/2021
7000 AU	07/23/2020 - 06/11/2021
7000 AV	07/23/2020 - 06/11/2021
7000 AW	08/17/2020 - 06/11/2021
7000 AX	08/17/2020 - 06/11/2021

7000 AY	08/17/2020 - 06/11/2021
7000 AZ	08/26/2020 - 06/11/2021
7000 BA	09/09/2020 - 06/11/2021
7000 BB	09/09/2020 - 06/11/2021
7000 BC	09/09/2020 - 06/11/2021
7000 BD	09/09/2020 - 06/11/2021
7000 BE	09/15/2020 - 06/11/2021
7000 BF	09/23/2020 - 06/11/2021
7000 BG	10/02/2020 - 06/11/2021
9000 AA	06/12/2020 - 06/11/2021
9000 AB	06/12/2020 - 06/11/2021

The Period of Performance of the following Option line Items are as follows:

7100 AA	06/12/2021 - 06/11/2022
7200 AA	06/12/2022 - 06/11/2023
7300 AA	06/12/2023 - 06/11/2024
7400 AA	06/12/2024 - 06/11/2025
9100 AA	06/12/2021 - 06/11/2022
9200 AA	06/12/2022 - 06/11/2023
9300 AA	06/12/2023 - 06/11/2024
9400 AA	06/12/2024 - 06/11/2025

The Period of Performance of the following Award Term line Items are as follows:

No award term line items.

The Periods of Performance for the Not Separately Priced (NSP) Data CLINs is as follows:

7099	6/12/2020 - 6/11/2021
7199	6/12/2021 - 6/11/2022
7299	6/12/2022 - 6/11/2023
7399	6/12/2023 - 6/11/2024
7499	6/12/2024 - 6/11/2025

The Period of Performance of the following Firm items are as follows:

7000 AA	06/12/2020 - 06/11/2021
7000 AB	06/12/2020 - 06/11/2021
7000 AC	06/12/2020 - 06/11/2021
7000 AD	06/12/2020 - 06/11/2021
7000 AE	06/12/2020 - 06/11/2021
7000 AF	06/12/2020 - 06/11/2021
7000 AG	06/12/2020 - 06/11/2021
7000 AH	06/12/2020 - 06/11/2021

7000 AJ	06/12/2020 - 06/11/2021
7000 AK	06/12/2020 - 06/11/2021
7000 AL	06/12/2020 - 06/11/2021
7000 AM	06/12/2020 - 06/11/2021
7000 AN	06/12/2020 - 06/11/2021
7000 AP	06/12/2020 - 06/11/2021
7000 AQ	07/06/2020 - 06/11/2021
7000 AR	07/23/2020 - 06/11/2021
7000 AS	07/23/2020 - 06/11/2021
7000 AT	07/23/2020 - 06/11/2021
7000 AU	07/23/2020 - 06/11/2021
7000 AV	07/23/2020 - 06/11/2021
7000 AW	08/17/2020 - 06/11/2021
7000 AX	08/17/2020 - 06/11/2021
7000 AY	08/17/2020 - 06/11/2021
7000 AZ	08/26/2020 - 06/11/2021
7000 BA	09/09/2020 - 06/11/2021
7000 BB	09/09/2020 - 06/11/2021
7000 BC	09/09/2020 - 06/11/2021
7000 BD	09/09/2020 - 06/11/2021
7000 BE	09/15/2020 - 06/11/2021
7000 BF	09/23/2020 - 06/11/2021
7000 BG	10/02/2020 - 06/11/2021
9000 AA	06/12/2020 - 06/11/2021
9000 AB	06/12/2020 - 06/11/2021

The Period of Performance of the following Option items are as follows:

7100 AA	06/12/2021 - 06/11/2022
7200 AA	06/12/2022 - 06/11/2023
7300 AA	06/12/2023 - 06/11/2024
7400 AA	06/12/2024 - 06/11/2025
9100 AA	06/12/2021 - 06/11/2022
9200 AA	06/12/2022 - 06/11/2023
9300 AA	06/12/2023 - 06/11/2024
9400 AA	06/12/2024 - 06/11/2025

Section G - Contract Administration Data

G.1 ACCOUNTING DATA

Accounting Data appears at the end of Section G. 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. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. 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/Work Breakdown Structure (WBS) item or Technical Instruction (TI) that is funded incrementally, could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/WBS or TI. Tracking and reporting shall be accomplished at the project/work area/WBS or TI. Each identified project/work area/WBS or TI shall be invoiced by its associated SLIN and ACRN.

G.3 PAYMENT INSTRUCTION

In accordance with (DFARS) PGI 204.7108 “Line item specific: Single Funding”(d)(1) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS the following payment instructions apply to this Task Order:

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

G.4 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

(

(b) 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:

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

Administrative Contracting Officer (ACO)

(a) Name: DCMA Seattle -S4801A

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

(b) 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):

(b) 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):

(b) 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.

G.5 252.232-7006 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.

Destination (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.

Routing Data Table

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

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	HAA021
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_ADMIN@navy.mil.

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

G.6 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

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

G.7 DdI-G11 CONSENT TO SUBCONTRACT

For subcontracts 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 this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

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

(to be identified in the Task Order award document)

G.8 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.

G.9 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 contract 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.10 8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

G.11 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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, on-site 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, on-site 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.

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 Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

7000AB 130079539200001

LLA :

AA 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005135555

WE 104

BASE Funding

Cumulative Funding

Accounting Data

CLIN/SLIN	PR Number	Amount
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N0017819F3015P00001

7000AC	130086076000001	
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LLA :

AB 97X4930 NH1C 252 77777 0 050120 2F 000000 A00005660464

Standard Document #:

WE100

7000AD	130085861000002	
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LLA :

AC 97X4930 NH1E 252 77777 0 050120 2F 000000 A10005646057

Standard Document #:

7000AE	130085861000003	
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LLA :

AK 97X4930 NH1E 252 77777 0 050120 2F 000000 A20005646057

Standard Document #:

Accounting Data

7000AF 130085861000004

LLA :

AL 97X4930 NH1E 252 77777 0 050120 2F 000000 A30005646057

Standard Document #:

7000AG 130085861000001

LLA :

AM 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005646057

Standard Document #:

7000AH 130085860900001

LLA :

AD 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005646056

Standard Document #:

7000AJ 130086059800001

LLA :

AE 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005658908

Standard Document #:

7000AK 130086145100001

LLA :

AF 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005663535

Standard Document #:

7000AL 130086033600001

LLA :

AG 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005657603

Standard Document #:

7000AM 130086056000001

LLA :

AN 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005660206

Standard Document #:

7000AN 130085921800001

LLA :

Accounting Data

AH 97X4930 NH1E 251 77777 0 050120 2F 000000 A00005651695

Standard Document #:

7000AP 130086083300001

LLA :

AJ 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005660035

Standard Document #:

9000AB 130086056000002

LLA :

AN 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005660206

Standard Document #:

MOD Funding:

Cumulative Funding:

N0017819F3015P00002

7000AQ 130086237000001

LLA :

AP 97X4930 NH1E 251 77777 0 050120 2F 000000 A00005670463

Standard Document #:

Increment of funds; Labor

MOD Funding:

Cumulative Funding:

N0017819F3015P00003

7000AR 130087074900001

LLA :

AQ 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005728199

Standard Document #:

7000AS 130087126300001

LLA :

AR 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005733143

Standard Document #:

Accounting Data

7000AT 130087193500001

LLA :

AS 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005737189

Standard Document #:

7000AU 130087218600001

LLA :

AT 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005738130

Standard Document #:

7000AV 130087217600001

LLA :

AU 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005738095

Standard Document #:

MOD Funding:

Cumulative Funding:

N0017819F3015P00004

7000AW 130087397600001

LLA :

AV 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005749114

Standard Document #:

7000AX 130087741600001

LLA :

AW 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005774780

Standard Document #:

7000AY 130087469100001

LLA :

AX 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005753755

Standard Document #:

MOD Funding:

Cumulative Funding:

Accounting Data

N0017819F3015P00005

7000AZ 130087868900001

LLA :

AY 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005783309

Standard Document #:

MOD Funding:

Cumulative Funding:

N0017819F3015P00006

7000BA 130088041000001

LLA :

AZ 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005795028

Standard Document #:

7000BB 130088188800001

LLA :

BA 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005805575

Standard Document #:

7000BC 130088209100001

LLA :

BB 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005806726

Standard Document #:

7000BD 130088209600001

LLA :

BC 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005806912

Standard Document #:

MOD Funding:

Cumulative Funding:

N0017819F3015P00007

7000BE 130088352500001

LLA :

Accounting Data

BD 97X4930 NH1E 251 77777 0 050120 2F 000000 A00005817352

Standard Document #:

MOD Funding:

Cumulative Funding:

N0017819F3015P00008

7000BF 130088415500001

LLA :

BE 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005821785

Standard Document #:

MOD Funding:

Cumulative Funding:

N0017819F3015P00009

7000BG 130088611800001

LLA :

BF 97X4930 NH1E 252 77777 0 050120 2F 000000 A00005838872

Standard Document #:

MOD Funding:

Cumulative Funding:

Section H - Special Contract Requirements

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

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 the individual whose resume is submitted for evaluation with the proposal. The individual performing under the Key Personnel labor category is considered Key. Resumes for any replacement of Key Personnel that are submitted following award shall have qualifications considered to be 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. Non-Key Personnel are the personnel proposed to provide hours in labor categories that are not identified as Key and the qualification levels are minimums.

- a. Experience – The specific experience for the Key Labor Category must be directly related to the tasks and programs listed in the SOW.
- b. Professional Development – Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offers' ability to perform the contract. The years of experience listed below are in addition to appropriate professional development.
- c. Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.
- d. The Program Manager shall be an employee of the Prime.

H.2 KEY PERSONNEL – LABOR CATEGORY QUALIFICATIONS

Program Manager (non-SCA)

Ten (10) years of program management experience which includes both technical and administrative aspects of Government contract performance, providing contract data deliverables, and having oversight of contract schedule and cost. Five (5) years of experience managing Federal Government programs/contracts. Experience with administrative oversight of contractual matters and serving as a liaison between the Customer Representative and corporate management. Experience organizing resources to support many concurrent activities. Experience ensuring that all activities conform to the terms and conditions of the contract.

H.3 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

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 Administrative Assistant – 01020

Six (6) years of experience creating and maintaining documentation and data management systems, four years of which involved Federal Government programs. Experience executing and leading tasks associated with mid-executive level (such as SES/Flag Officer, O-6 military, GS-15 civilian) and general administrative support in all facets of administration. Proficient in Microsoft Windows, Microsoft Office (Word, Excel, PowerPoint, Outlook and Access), and Adobe. Able to type 40 words per minute. Demonstrated ability (through experience) to work independently and communicate effectively both orally and through formal reports. Demonstrated ability (through experience) to

multi-task, perform, and communicate professionally, including professional phone etiquette. Demonstrated proficiency with support functions for meetings, maintaining formal filing systems, scanning, faxing, answering phones and taking messages, managing multiple calendars, and scheduling appointments. Experience taking notes and converting into formal meeting minutes. Experience editing formal documentation and reformatting written and electronic draft documents in accordance with specified Government formats. Experience with receiving and greeting visitors professionally. Experience in the handling and storage of classified or sensitive (i.e., Personally Identifiable Information (PII)) materials. Experience providing daily oversight and direction to support teams. Experience training/mentoring subordinate personnel on policies and other duties. Experience in team building and conflict resolution.

H.3.2 Secretary III – 01313

Four (4) years of experience creating and maintaining documentation and data management systems, two years of which involved Federal Government programs. Experience providing mid-executive level (such as O-6 military, GS-15 civilian or below), and general administrative support in all facets of administration. Proficient in Microsoft Windows, Microsoft Office (Word, Excel, PowerPoint, Outlook and Access), and Adobe. Able to type 40 words per minute. Demonstrated ability (through experience) to work independently and communicate effectively both orally and through formal reports. Demonstrated ability (through experience) to multi-task, perform, and communicate professionally, including professional phone etiquette. Demonstrated proficiency with support functions for meetings, maintaining formal filing systems, scanning, faxing, answering phones and taking messages, managing multiple calendars, and scheduling appointments. Experience taking notes and converting into formal meeting minutes. Experience editing formal documentation and reformatting written and electronic draft documents in accordance with specified Government formats. Experience with receiving and greeting visitors professionally. Experience in the handling and storage of classified or sensitive (i.e., Personally Identifiable Information (PII)) materials. Experience providing oversight and direction to support teams. Experience training/mentoring subordinate personnel on policies and other duties. Experience in team building and conflict resolution.

H.3.3 Secretary II – 01312

Two (2) years of experience creating and maintaining documentation and data management systems. Experience providing general administrative support in all facets of clerical administration. Proficient in Microsoft Windows, Microsoft Office (Word, Excel, PowerPoint, Outlook and Access), and Adobe. Able to type 40 words per minute. Demonstrated ability (through experience) to work independently and communicate effectively both orally and through formal reports. Demonstrated ability (through experience) to multi-task, perform, and communicate professionally, including professional phone etiquette. Demonstrated proficiency with support functions for meetings, maintaining formal filing systems, scanning, faxing, answering phones and taking messages, managing a calendar, and scheduling appointments. Experience taking notes and converting into formal meeting minutes. Experience editing formal documentation and reformatting written and electronic draft documents in accordance with specified Government or business formats. Experience with receiving and greeting visitors professionally. Experience in the handling and storage of classified or sensitive (i.e., Personally Identifiable Information (PII)) materials. Experience maintaining inventory of office supplies and ordering new supplies.

H.4 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall contain the following minimum information:

Complete Name

Task Order Labor Category

Percentage of time to be allocated to this effort

Current level of security clearance level per JPAS (identify if interim or final)

Current work location and planned work location upon award of this Task Order.

If the individual is key on another contract with a Period of Performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.

Chronological Work History/Experience Show experience and date(s) as follows:

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

(b) 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 10-year employment with that firm and to ensure Offeror's proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) 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.

(d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

(f) 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.

(g) The cut-off date for any experience claimed shall be the closing date of the solicitation.

(h) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the Offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor.

Non-Academic: Course title, date(s), approximate length.

Professional licenses and certifications.

*Note: The date obtained for each, as well as the date when each license/certification requires renewal.

(i) 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 NSWCCD Solicitation N0017819F3015 by _____ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not

be dated earlier than the issue date of this solicitation.

(j) 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 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement Key personnel shall be submitted via email.

Email submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via email 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) TRIPWIRE NOTIFICATION: The labor tripwire is any variation of actual-to-bid rate averages greater than 10%. The Contractor will be advised of any changes to these tripwire levels that occur during performance.

H.6 Ddl-H40 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	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Hours Funded
Base Year						
7000						
9000						
TOTAL						
Option 1						
7100						0
9100						
TOTAL						0
Option 2						
7200						0
9200						
TOTAL						0
Option 3						
7300						0
9300						
TOTAL						0
Option 4						
7400						0
9400						
TOTAL						0
GRAND TOTAL						

H.7 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

	Allotted to Cost	Allotted to Fee	Total CPFF	Estimated POP
Base Year				
7000				6/11/2021
9000				
Total				
Option 1				
7100				6/11/2022
9100				
Total				
Option 2				
7200				6/11/2023
9200				
Total				
Option 3				
7300				6/11/2024
9300				
Total				
Option 4				
7400				6/11/2025
9400				
Total				
ORDER TOTAL				

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

(c) CLINs/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.8 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

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. 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 contract.

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified Period of Performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of

man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract 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 contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

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 5252.227-9113 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 contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Sub-contractor".

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

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 5252.237-9106 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. The Contractor agrees that during the first 90 days of the Period of Performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

H.12 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H.13 LABOR TRIPWIRE JUSTIFICATION

(a) The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at fully burdened labor rate (through fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until he is advised by the Contract Specialist that the request has been approved.

(b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a Sub-contractor or Consultant, the rate build-up shall include the Prime Contractor's pass through rate. (c) Currently, the tripwire level is a fully burdened labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (Prime, Sub-contractor, or Consultant) is proposed to work under the contract. The Contractor will be advised of any changes to this tripwire level that occur during performance. All fully burdened labor rates of \$156/hour or greater shall require the COR and the PCO's review and written approval.

(c) The Contractor shall advise the COR and Contract Specialist, by email, if the variations of actual-to-bid rate averages greater than 10% are anticipated for the Period of Performance. The Contractor shall include an explanation of the

circumstances which brought this about and the plan to correct the problem. The plan should include a timeframe for their corrective action to be fully implemented.

H.14 eCRAFT LABOR CATEGORY CROSS-WALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report in accordance with C.26 eCRAFT STANDARD LANGUAGE.

Labor Category	eCRAFT Title	Experience Level of Contractor	Key or Non-Key Personnel
Program Manager	Manager, Administrative III – MANA3	Level III	Key
Administrative Assistant	Administrative Assistant - 01020	Level I	Non-Key
Secretary III	Secretary III – 01313	Level III	Non-Key
Secretary II	Secretary II – 01312	Level II	Non-Key
Local Supervisor	Manage Administrative III - MANA3	Level III	Non-Key

H.15 SAVINGS INITIATIVES

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

(a) Annual Labor Escalation: Exempt employees will receive an annual labor rate increase of beginning in Option Year 1, which is below the established maximum Escalation Rate from Tatitlek's SeaPort-e basic MAC for Exempt employees. Service Contract Labor Standards (SCLS)/Service Contract Act (SCA) employees will have a bi-annual labor escalation of starting in the in the Base Year, Option Year 2 and Option Year 4 (with the exception of 1 Dam Neck, VA Administrative Assistants which will be escalated beginning in Option Year 2); their base hourly rates will be increased upon notification of Wage Determination (WD) adjustments by the Government if and when they exceed our proposed rates. This initiative is a method of proposing cost savings.

(b) Maximum Pass-Thru Rate: N/A

Tatitlek is not utilizing subcontractors in the performance of this contract. Tatitlek is performing all contractual labor, thus avoiding labor burden costs that subcontractors would normally incur and providing the Government with additional labor cost savings. This initiative is a guaranteed cost savings to the Government.

(c) Lower Fee rates than those reflected in the Base Contract: Tatitlek is proposing a fee of , which is substantially below the established Profit Fee of from our SeaPort-e basic MAC, for all labor performed on this contract. This initiative is a method of proposing cost savings.

(d) Other: The Overhead rate used in this effort is and is applied to all Tatitlek costs. Tatitlek will cap the overhead rate to a value not to exceed per year, over the term of the contract.

Section I - Contract Clauses

I.1 PROVISIONS INCORPORATED BY REFERENCE

52.204-7 System for Award Management (OCT 2016)

52.204-8 Annual Representations and Certifications (JAN 2018)

52.204-22 Alternative Line Item Proposal (JAN 2017)

I.2 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.207-3	Right of First Refusal of Employment	MAY 2006
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-14	Limitations on Subcontracting	JAN 2017
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combatting Trafficking In Persons	MAR 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.232-40	Providing Accelerated Payments to Small Business Sub-contractors	DEC 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.243-7	Notification of Changes	JAN 2017
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7015	Disclosure of Information to Litigation Support Contractors	MAY 2016
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003

All clauses in the Offeror's MAC contract apply to this Task Order, except for: 52.227-3, 52.227-11, 52.227-13, 52.216-10, 52.216-16, 52.216-17, 52.219-3, 52.219-4, 52.227-10, 52.249-2, 252.246-7001 ALT I, 252.246-7001 ALT II, 252.247-7023, and 252.247-7024.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - 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 (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

I.3 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 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 available off-the-shelf items), in which the Sub-contractor 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 option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEMS	LATEST OPTION EXERCISE DATE
7000, 7100, 7199, 9100	No later than 12 months after the Task Order POP start date.
7200, 7299, 9200	No later than 24 months after the Task Order POP start date.
7300, 7399, 9300	No later than 36 months after the Task Order POP start date.
7400, 7499, 9400	No later than 48 months after the Task Order POP start date.

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

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

52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (JAN 2017)

(a) The Small Business Administration (SBA) has entered into Contract No N0017819F3015 with NSWCDD to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The N/A hereafter referred to as the Sub-contractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No N0017819F3015 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to NSWCDD with complete authority to take any action on behalf of the Government under conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier Sub-contractor without the prior written approval of the SBA and the designated Contracting Officer of NSWCDD.

(4) That it will notify the NSWCDD 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.

(c) Payments, including any progress payments under this subcontract, will be made directly to the Sub-contractor by NSWCDD.

(End of clause)

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 NSWCDD 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 Sub-contractor 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 Sub-contractor by the contracting activity.

(4) To notify NSWCDD Contracting Officer immediately upon notification by the Sub-contractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the Sub-contractor 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/Sub-contractor 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/Sub-contractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier Sub-contractor without the prior written approval of the SBA and the cognizant Contracting Officer of NSWCDD.

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 to construction or service contracts.
- (2) The Tatitlek Technologies Inc. will notify the NSWCDD 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.

(End of clause)

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 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 multishift operations or by employing additional personnel.

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 exist between a Contractor or Sub-contractor and such persons.

(b) The Contractor and its Sub-contractors 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 Sub-contractors 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 Sub-contractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its Sub-contractors 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 Sub-contractors 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 Sub-contractors (i) may employ under this contract any service employee who has worked for the Contractor or Sub-contractor 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 Sub-contractors 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.

(2) In addition, any Contractor or Sub-contractor 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 Sub-contractor 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 Sub-contractor 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 Sub-contractors. 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 Sub-contractors.

(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 Sub-contractors 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 employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their Sub-contractors. 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 Sub-contractors or their authorized representatives.

(f) The Contractor and Sub-contractor 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 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 Sub-contractors 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 Sub-contractors, 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 Sub-contractor, 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 Sub-contractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor Sub-contractor or Sub-contractors working under this contract, as well as of a predecessor Contractor and its Sub-contractors;

(2) That the Sub-contractor will provide the Contractor with the information about the service employees of the Sub-contractor 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

Section H. Paragraph	Task Order Labor CAT	Dept of Labor CAT	GS Equiv.	Suggested SCA Code
H.3.1	Administrative Assistant	Administrative Assistant	GS-7	01020
H.3.2	Senior Level Secretary	Secretary II	GS-5	01312
H.3.3	Senior Level Secretary	Secretary III	GS-6	01313

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered Contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered Contractor information systems that support the performance of this contract.

(c) For covered Contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate Offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

(a) Definitions. As used in this clause—

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

(i) Provided to the Contractor by or on behalf of DoD in connection with the performance of the contract; or

(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party Contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object,

or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical

Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

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

(1) Marked or otherwise identified in the Contract, Task Order, or Delivery Order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS

252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information

systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or Sub-contractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or Sub-contractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor

attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for Sub-contractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require Sub-contractors to--

(i) Notify the prime Contractor (or next higher-tier Sub-contractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier Sub-contractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

Section J - List of Attachments

Exhibit A - Contract Data Requirement Lists (CDRL) A001-A003

Exhibit A.1 - CDRL A004

Attachment J.1 - DoD Contract Security Classification Specification (DD Form 254)_Rev.1

Attachment J.2.a - WD.King.George

Attachment J.2.b - WD.Dam.Neck

Attachment J.2.c - WD.Washington.DC

Attachment J.3 - COR Appointment Letter

Attachment J.4 - GFP Attachment

Attachment J.5 - RESERVED

Attachment J.6 - NSWCCD Records Management Policy

Attachment Number	File Name	Description
	AttachmentJ6NSWCDDRecordsManagementPolicy.pdf	Attachment J.6 - NSWCCD Records Management Policy
	N0017819F3015finalcdrls.pdf	Exhibit A - Contract Data Requirement Lists (CDRL) A001-A003
Exhibit A.1	CDRL A004_GFP Inventory.pdf	Exhibit A.1 - CDRL_A004_GFP Inventory
J.1	N00178-16-D-9063_N0017819F3015_REV 1_DD254.pdf	Attachment J.1_DD254_Rev. 1
J.2.a	Attachment_J.2a_WD_KG 05072020.pdf	Attachment J.2.a - WD.King.George
J.2.b	Attachment_J.2b_WD_VB 05072020.pdf	Attachment J.2.b - WD.Dam.Neck
J.2.c	Attachment_J.2c_WD_DC 05072020.pdf	Attachment J.2.c WD.Washington.DC
J.4	GFP_Attachment_P00002_7_2.pdf	GFP Attachment