

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NUMBER P00002		3. EFFECTIVE DATE 03/22/2021		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300915035		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY CODE		N00178		7. ADMINISTERED BY (If other than Item 6) CODE		S2404A SCD C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) HART Technologies Inc 7060 Infantry Ridge Road Manassas, Virginia 20109-2316				7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly, VA 20151			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) HART Technologies Inc 7060 Infantry Ridge Road Manassas, Virginia 20109-2316				(X) 9A. AMENDMENT OF SOLICITATION NUMBER			
				<input type="checkbox"/> 9B. DATED (SEE ITEM 11)			
				(X) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N0017819D7754/N0017821F3004			
CODE 1Q3J5 FACILITY CODE 110746802				10B. DATED (SEE ITEM 13) 03/01/2021			

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jason Simpson , Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		/s/Jason Simpson (Signature of Contracting Officer)	03/22/2021

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 G, the clause NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS is updated to reflect the funding changes of this modification;
4. In Section G, 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:

2000AD:

From:

To: AC 9700400 5600 X60 52SN2 4 VK3A01 64 83N821 000164833877 00F87700 387700

2000AE:

From:

To: AC 9700400 5600 X60 52SN2 4 VK3A01 64 83N821 000164833877 00F87700 387700

2000AF:

From:

To: AD 9710300.5600 X51 52SW 24SE4B N 80902 00000F 387700 F87700

2000AG:

From:

To: AE 9790300.5600 X59 52SW 24SE4B N 80902 00000F 387700 F87700

2000AH:

From:

To: AF 9710100.5602 G11 3003 EL0871 GSSTCZ 57834 017417 503000 F03000

2000AJ:

From:

To: AF 9710100.5602 G11 3003 EL0871 GSSTCZ 57834 017417 503000 F03000

The total amount of funds obligated to the task order is hereby increased from \$452,004.45 by \$1,286,170.73 to \$1,738,175.18.

CLIN/SLIN	Fund Type	From	By	To
2000AD	RDDA	\$0.00	\$9,749.50	\$9,749.50
2000AE	RDDA	\$0.00	\$5,444.60	\$5,444.60
2000AF	Fund Type - OTHER	\$0.00	\$26,117.00	\$26,117.00
2000AG	Fund Type - OTHER	\$0.00	\$4,859.63	\$4,859.63
2000AH	Fund Type - OTHER	\$0.00	\$620,000.00	\$620,000.00
2000AJ	Fund Type - OTHER	\$0.00	\$620,000.00	\$620,000.00

The total value of the task order is hereby increased from \$8,566,409.00 by \$0.00 to \$8,566,409.00.

CLIN/SLIN	From	By	To
2000AA	\$5,654,397.55 (\$1,286,170.73)		\$4,368,226.82
2000AD	\$0.00	\$9,749.50	\$9,749.50
2000AE	\$0.00	\$5,444.60	\$5,444.60
2000AF	\$0.00	\$26,117.00	\$26,117.00
2000AG	\$0.00	\$4,859.63	\$4,859.63
2000AH	\$0.00	\$620,000.00	\$620,000.00
2000AJ	\$0.00	\$620,000.00	\$620,000.00

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

CLIN/SLIN	From	To
2000AD		03/22/2021 - 02/28/2022
2000AE		03/22/2021 - 02/28/2022
2000AF		03/22/2021 - 02/28/2022
2000AG		03/22/2021 - 02/28/2022
2000AH		03/22/2021 - 02/28/2022
2000AJ		03/22/2021 - 02/28/2022

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 98
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N0017819D7754		2. DELIVERY ORDER/CALL NO. N0017821F3004		3. DATE OF ORDER/CALL (YYYYMMDD) 2021MAR22	4. REQUISITION/PURCH REQUEST NO. 1300915035
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110		CODE N00178	7. ADMINISTERED BY (If other than 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly, VA 20151		CODE S2404A SCD: C
9. CONTRACTOR HART Technologies Inc 7060 Infantry Ridge Road Manassas, VA 20109-2316		CODE 1Q3J5	FACILITY 110746802	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISAD- VANTAGED <input type="checkbox"/> WOMEN-OWNED
14. SHIP TO SEE SECTION F		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264		12. DISCOUNT TERMS Net 30 Days WAWF
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G
16. TYPE OF ORDER		<input checked="" type="checkbox"/> DELIVERY/ CALL <input type="checkbox"/> PURCHASE	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. 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.		
HART Technologies Inc NAME OF CONTRACTOR		Lori Wilson 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				
*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 /s/ Jason Simpson BY:		03/22/2021 CONTRACTING/ORDERING OFFICER	25. TOTAL \$8,566,409.00
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:		26. DIFFERENCES			
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	35. BILL OF LADING NO.		
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	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
2000		Base Year - Labor for H40 Engineering Services Support IAW Section C, Statement of Work					
2000AA	R425	Holding SLIN for CLIN 2000 (Fund Type - TBD)					\$4,368,226.82
2000AB	R425	Incremental Funding in support of H40 Engineering Services - 10 U.S.C 2410a authority is being invoked (Fund Type - OTHER)					\$122,004.45
2000AC	R425	Mod 1 - Incremental funding in support of BMS Program (RDDA)					\$300,000.00
2000AD	R425	Mod 2 - Incremental funding in support of BMS Program; 10 U.S.C 2410a authority is being invoked (RDDA)					\$9,749.50
2000AE	R425	Mod 2 - Incremental funding for BATTLE MANAGEMENT SYSTEM. Funding for FSR Engineering supporting Battle Management System (BMS) Combatant Craft.; 10 U.S.C 2410a authority is being invoked (RDDA)					\$5,444.60
2000AF	R425	Mod 2 - Incremental funding provided for BATTLE MANAGEMENT SYSTEM; 10 U.S.C 2410a authority is being invoked (Fund Type - OTHER)					\$26,117.00
2000AG	R425	Mod 2 - Incremental funding for FSR Engineering supporting Battle Management System (BMS) Trainer System; 10 U.S.C 2410a authority is being invoked (Fund Type - OTHER)					\$4,859.63
2000AH	R425	Mod 2 - Incremental funding for BMS Program; 10 U.S.C 2410a authority is being invoked (Fund Type - OTHER)					\$620,000.00
2000AJ	R425	Mod 2 - Incremental funding to support Battle Management System (BMS); 10 U.S.C 2410a authority is being invoked (Fund Type - OTHER)					\$620,000.00
2100		Option Year 1 - Labor for H40 Engineering Services IAW Section C, Statement of Work					
2100AA	R425	Holding SLIN for CLIN 2100 (Fund Type - TBD) Option					\$8,218,691.00
2200		Option Year 2 - Labor for H40 Engineering Support Services IAW Section C, Statement of Work					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2200AA	R425	Holding SLIN for CLIN 2200 (Fund Type - TBD) Option					\$8,564,912.00
2300		Option Year 3 - Labor for H40 Engineering Services Support Services IAW Section C, Statement of Work					
2300AA	R425	Holding SLIN for CLIN 2300 (Fund Type - TBD) Option					\$11,251,560.00
2400		Option Year 4 - Labor for H40 Engineering Services Support Services IAW Section C, Statement of Work					
2400AA	R425	Holding SLIN for CLIN 2400 (Fund Type - TBD) Option					\$12,493,835.00

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000		Base Year - ODC CLIN associated with CLIN 2000			
3000AA	R425	Holding SLIN for CLIN 3000 (Fund Type - TBD)	1.00	Lot	\$2,460,007.00
3000AB	R425	Increment funding in support of H40 Engineering Services - ODCs in support of CLIN 2000 - 10 U.S.C 2410a authority is being invoked (Fund Type - OTHER)	1.00	Lot	\$10,000.00
3000AC	R425	ODCs in support of CLIN 2000 (RDDA)	1.00	Labor Hours	\$20,000.00
3100		Option Year 1 - ODC CLIN associated with CLIN 2100			
3100AA	R425	Holding SLIN for CLIN 3100 (Fund Type - TBD) Option	1.00	Lot	\$493,794.00
3200		Option Year 2 - ODC CLIN associated with CLIN 2200			
3200AA	R425	Holding SLIN for CLIN 3200 (Fund Type - TBD) Option	1.00	Lot	\$526,718.00
3300		Option Year 3 - ODC CLIN associated with CLIN 2300			
3300AA	R425	Holding SLIN for CLIN 3300 (Fund Type - TBD) Option	1.00	Lot	\$563,958.00
3400		Option Year 4 - ODC CLIN associated with CLIN 2400			
3400AA	R425	Holding SLIN for 3400 (Fund Type - TBD) Option	1.00	Lot	\$605,078.00

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000		Data Deliverables for Base Year IAW CDRLs - Not Separately Priced	1.00	Lot		NSP	
4100		Data Deliverables for Option Year 1 IAW CDRLs - Not Separately Priced	1.00	Lot		NSP	
4200		Data deliverables for Option Year 2 IAW CDRLs - Not Separately Priced	1.00	Lot		NSP	
4300		Data deliverables for Option Year 3 IAW CDRLs - Not Separately Priced	1.00	Lot		NSP	
4400		Data deliverables for Option Year 4 IAW CDRLs - Not Separately Priced	1.00	Lot		NSP	

Section B - Supplies and Services

NOTE 1: LABOR HOURS

Offerors shall price via each CLIN's holding SLIN.

NOTE 2: OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) shall include material and travel required during the Period of Performance of the identified CLIN, limited to those stated in Section C.

NOTE 3: NOT SEPARATELY PRICED

The price for Not Separately Priced (NSP) Data items shall be included in the price of the corresponding Labor CLIN(s).

B.1 TYPE OF ORDER

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

Items in the 2000 series are Cost-Plus-Fixed-Fee type.

Items in the 3000 series are Cost Only, excluding fee.

Items in the 4000 series are Not Separately Priced (NSP).

B.2 ADDITIONAL CLINS

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

change the overall Level of Effort or value of the Task Order.

B.3 CLAUSES INCORPORATED BY FULL TEXT

B-215-H001 MAXIMUM RATES (NAVSEA) (OCT 2018)

(a) Maximum Pass Through Rates - Applicable to all Task Order Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the Sub-contractor or the vendor:

(1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and,

(2) any and all prime contractor profit or fee*

*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.

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed 8%. For purposes of maximum pass-through, any effort provided by a division, subsidiary or other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

(c) Maximum Profit/Fee Rate - Applicable to Cost-Plus-Fixed-Fee CLINs Only. Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror's base contract shall render the contractor's proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed 8%. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all Sub contractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

B-216-H006 FEE TABLE (NAVSEA) (MAR 2019)

LABOR CLIN	LABOR HOURS	COST PER HOUR*	FEE RATE PER	LOADED HOURLY
2000*				
2100*				
2200*				
2300*				

2400*

*The Offeror shall divide the proposed fee for each CLIN by the quantity of labor hours indicated to complete the table. Fee is calculated based on cost less FCCOM; if FCCOM is proposed, necessary columns may be added.

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

B-231-H001 TRAVEL COSTS (NVASEA) (OCT 2018)

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

(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, Procuring 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-232-H005 PAYMENT OF FEE(S) (LEVEL OF EFFORT) - ALTERNATE I (NAVSEA) (OCT 2018)

(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.

(b) The Government shall make payments to the Contractor, subject to and per 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. Fee paid per hour shall be based on total fee dollars divided by total hours

to be provided. 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-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA)
(OCT 2018)

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.

Section C - Description/Specifications/Statement of Work

Section C - Description/Specifications/Statement of Work

C.1 SCOPE

This Statement of Work (SOW) sets forth the requirements for non-personal professional system engineering, mechanical engineering, electrical engineering, computer hardware and software engineering, design and technical engineering, configuration management, logistics support services, mechanical and electrical engineering technician services, field service support, project management and project management support functions, and technical writing services to the Naval Surface Warfare Center, Dahlgren Division (NSWCDD), Unmanned & Expeditionary Weapon Systems (H40) Division.

The Unmanned & Expeditionary Weapon Systems Division designs, develops, and integrates safe, innovative, and effective weapon control systems, detection systems, sensory, and weapon systems onto manned, unmanned, land, air, and sea platforms for the warfighter to include lethal and non-lethal weapons, guidance and control, unmanned and autonomous systems, advanced sensory, and weapons effectiveness for surface warfare, maritime operations, expeditionary warfare and special operations.

There are six primary groupings within the Unmanned & Expeditionary Weapon Systems Division: Platform Integration (H41), Unmanned & Autonomous Systems (H42) and Weapon Control Systems Engineering (H43), Weapon Control Hardware (H44), Weapon Control Software (H45), and Weapon Control Test & Evaluation (H46). Each group is chartered with the research and development of new and innovative ways to advance the Warfighter, thereby eroding an adversary's power, influence, and will. To ensure the respective systems are integrated into the battlespace transparently; development efforts are cross-functional and ever emergent, supporting both Naval and non-Naval end users.

The Contractor shall support all technical and engineering stages of development, test, integration, and fielding of safe and innovative weapon control systems, detection systems support, advanced weapon systems support, autonomous system support, mechanical and electrical technician support towards assembly and integration. Other duties indirectly supporting these efforts include providing business operational and financial reporting support, writing technical documentation, maintaining technical databases, and editorial support of technical publications.

C.2 APPLICABLE DOCUMENTS

The Specifications, Standards, Processes, and Instructions govern the work described in the following Paragraphs of this SOW, providing the requirements for materials, methods, processes, capabilities, attributes, qualifications, logistics support and training.

During the Period of Performance of this Task Order, the DoD documents noted may be updated. Subsequently, the Contractor shall recommend for Government approval, utilization of those updated standards where possible during the remaining performance of this contract.

See Attachment J.7 for the list of applicable documents.

C.3 TECHNICAL REQUIREMENTS

C.3.1 SYSTEMS ENGINEERING REQUIREMENTS AND PLANNING SUPPORT

C.3.1.1 The Contractor shall provide subject matter expertise and technical recommendations to user and peer reviews, working groups, Change Review Boards (CRB), Design Review Boards (DRB), Change Control Board (CCB), Integrated Product Teams (IPTs), and technical interchange meetings. (CDRL A001)

C.3.1.2 The Contractor shall identify a range of technically practical engineering approaches and solutions to meet platform integration considerations, weapon systems integration, program/project timelines during engineering solution concept generation, requirements analysis, and enhancement. (CDRL A001)

C.3.1.3 The Contractor shall develop, generate, and provide safe and sound technical knowledge and subject matter expertise into: tradeoff assessments; studies of new systems and technologies; mission engineering; developmental schedules and timetables. (CDRL A001)

C.3.1.4 The Contractor shall develop a system, subsystem, and component model, engineering drawing package, Bill of Materials (BOM), or architecture capturing envisioned concepts. (CDRL A017)

C.3.1.5 The Contractor shall facilitate and document functional and interoperability requirements in Requirement Traceability Matrixes (RTM) and technical specifications. (CDRL A001, A002)

C.3.1.6 The Contractor shall facilitate and document the system, subsystem, or component boundaries and interfaces. (CDRL A001, A012)

C.3.1.7 The Contractor shall design, develop, refine, and provide subject matter expertise into system engineering plans. (CDRL A001, A002)

C.3.1.8 The Contractor shall provide subject matter expertise and recommendations to the selection of system, subsystem, or component solutions considering operational needs, system requirements, cost, schedule, test and evaluation strategy, and technology and operational integration risks. The types of systems, subsystems, and components include weapon systems, weapon controls systems, unmanned and manned systems, robotic systems, lethal and non-lethal systems, and advanced sensory systems. (CDRL A001, A002)

C.3.1.9 The Contractor shall develop and document reliability, availability, meantime before failure rates (MTFB), sustainability, and maintainability analyses of requirements. (CDRL A001)

C.3.1.10 The Contractor shall develop and generate system and force level integration plans. (CDRL A001)

C.3.1.11 The Contractor shall perform requirements assessments and analysis; refine specific lower level technical requirements; analyze and refine weapon system architecture; analyze and refine platform interfaces; develop system behavioral modeling; perform functional analyses and functional flows; document systems baselines; and perform system performance interface and interoperability test and analyses. (CDRL A001, A002)

C.3.1.12 The Contractor shall coordinate Government inputs, generate and deliver program weekly reports, monthly reports, program review presentations, and program status updates and highlights that support program management. The Contractor shall generate, update and maintain project Action Items (AIs) relative to Integrated Product Teams (IPTs) and Working Groups (WGs). The Contractor shall develop and distribute meeting minutes assigned by the designated IPT or WG lead. (CDRL A003)

C.3.1.13 The Contractor shall generate, update, and maintain Point of Contact (POC) listings for IPT, WG, inventories, and procurements in process, procurement actions, and organizational matrices with locations. (CDRL A025)

C.3.1.14 The Contractor shall prepare publication of documents through the NSWCCD public document process. The Contractor shall submit and track the release of the approval process. The Contractor shall generate, bring up to date, and maintain Integrated Master Schedules (IMs), identifying resources, critical path items, addressing schedule conflicts and risks, and synchronizing the IMs with other project IMs across the program's portfolio. (CDRL A002)

C.3.1.15 The Contractor shall consolidate weekly IPT information from different projects into singular and centralized program portfolio reports. (CDRL A002)

C.3.2 SYSTEMS ENGINEERING DESIGN SUPPORT

C.3.2.1 The Contractor shall develop and refine designs for systems, subsystems, components, and interfaces for new and existing weapons systems, manned and unmanned systems, lethal and non-lethal systems, robotic systems, and weapon control systems. (CDRL A001, A002, A013)

C.3.2.2 For hardware designs, the Contractor shall generate design models; drawings; specifications; interface control documents; and the appropriate technical and integration data, analyses, and technical documentation to support engineering design decisions. (CDRL A001, A002, A013)

C.3.2.3 For software designs, the Contractor shall generate design data; specifications; interface control documents; software description documents; software version description documents; code; and the appropriate technical and integration data, analyses, and documentation to support engineering decisions. The Contractor shall derive and implement lower level requirements from system and software requirements specifications. (CDRL A001, A002, A027, A028)

C.3.2.4 The Contractor shall refine hardware and software designs for, weapons, manned and unmanned systems robotic systems, lethal and non-lethal systems, and weapon control systems, subsystems, and components to document the appropriate product baseline for production and resolve deficiencies discovered during the manufacturing process and user operation. The Contractor shall provide subject matter expertise and recommendations on system, subsystem, and component readiness for initial outfitting and system deployment. (CDRL A001)

C.3.2.5 The Contractor shall provide subject matter expertise with mapping software and tactical software assurance and advanced sensory of weapon systems. The Contractor shall provide software engineering towards manipulating software control loops and tactical software assurance. (CDRL A001)

C.3.2.6 The Contractor shall perform technical writing for technical and administrative publications. The Contractor shall conduct the configuration control and shall maintain cognizant oversight at all stages of document generation and maintenance. The Contractor shall perform technical writing for assembly procedures, system test procedures, user operation instruction manuals, and preventative maintenance and troubleshooting procedures. (CDRL A001, A002)

C.3.2.7 The Contractor shall perform technical editing of existing Government documents and presentations to ensure technical consistency, format consistency, and proper grammar. The Contractor shall conduct the configuration control and shall maintain cognizant oversight at all stages of document generation and maintenance. (CDRL A002)

C.3.2.8 The Contractor shall prepare and review engineering drawings, engineering sketches, and Computer-Aided Design (CAD) systems and produce clear and technically accurate electrical and mechanical drawings based on design tolerances and specifications. The Contractor shall participate in the analysis of these technical documents. (CDRL A013, A026)

C.3.3 ENGINEERING LIFE-CYCLE SUPPORT

C.3.3.1 The Contractor shall conduct system, subsystem, component performance, and effectiveness improvement studies. (CDRL A001, A012)

C.3.3.2 The Contractor shall perform obsolescence analyses with recommendations for replacement components, parts, and systems. (CDRL A001)

C.3.3.3 The Contractor shall provide subject matter expertise to investigate system, subsystem, and component level failures during design, integration, test, manufacture, and end-use to provide recommendations for corrective actions. (CDRL A001)

C.3.3.4 The Contractor shall analyze deficiencies discovered during testing, outlined in production reports, maintenance reports, and user feedback trouble reports, to provide recommendations on corrective actions. (CDRL A001)

C.3.3.5 The Contractor shall perform producibility trade studies and analyze production processes to: determine the most cost-effective fabrication/manufacturing process; resolve a failure observed during testing attributed to manufacture; and reduce manufacture process technology risk. (CDRL A001)

C.3.3.6 The Contractor shall develop and generate assembly procedures and analyze approaches and generate plans to validate fabrication/manufacturing processes. (CDRL A001, A014, A023)

C.3.3.7 The Contractor shall develop and generate user operator manuals, preventive maintenance schedule manuals, and installation and removal procedures. (CDRL A001, A002, A014, A023)

C.3.3.8 The Contractor shall develop and generate demilitarization plans. (CDRL A001)

C.3.3.9 The Contractor shall provide subject matter expertise to develop new and modify existing Production Automated Test Equipment (ATE) hardware and software that can successfully run Factory Acceptance Tests (FAT) for USN tactical electronics hardware. (CDRL A001, A002, A014)

C.3.4 ENGINEERING STUDIES AND ANALYSES

C.3.4.1 The Contractor shall develop and provide subject matter expertise into system analyses. (CDRL A001, A002)

C.3.4.2 The Contractor shall provide analysis, design, implementation, verification and documentation for new and existing shipboard combat weapons delivery and control systems. This includes: shipboard topside surveys; analyses of ships' plans and drawings; calculation of safe standoff angles from ships' structures for guns and precision guided weapons; preparation of weapons checkout forms; coordination with local Governmental and Contractor support personnel, and updating associated documentation; and design of pointing and firing cutout zones (both new and revisions to existing), including verification of weapons' performance for development of cut-out zones. (CDRL A001)

C.3.5 MODELING AND SIMULATION SUPPORT

C.3.5.1 The Contractor shall perform and document computer solid layout modeling and simulation. (CDRL A001, A028)

C.3.5.2 The Contractor shall perform and document static and dynamic structural modeling and simulation. (CDRL A001, A028)

C.3.5.3 The Contractor shall develop, verify, validate, update, and document models and simulations to support gun and ammunition effectiveness analyses, including any associated graphical user interface. (CDRL A001)

C.3.5.4 The Contractor shall document and provide source code for all models and simulations. (CDRL A001, A002, A027, A028)

C.3.6 DESIGN, PROVING AND VALIDATION ANALYSIS SUPPORT

C.3.6.1 The Contractor shall develop and generate system and force level test and exercise plans, test and exercise reports, as well as lower level test plans and reports. (CDRL A001, A015)

C.3.6.2 The Contractor shall develop test objectives, plans, and reports involving the design and analysis of test items and test fixtures. The emphasis of this work will be associated with bench level, system integration lab, computer lab and off-site testing, not including NSWCDD Range testing. (CDRL A001, A002, A015)

C.3.6.3 The Contractor shall perform requirements analyses including the review of Design Agent requirements traceability documentation to ensure the traceability of hardware and software requirements to test events and test procedures. The Contractor shall develop recommended supplemental documentation for functional and cost analysis. (CDRL A001, A015)

C.3.6.4 The Contractor shall perform software code review and analyses in support of design engineering and perform software testing for design verification analyses. (CDRL A001, A016)

C.3.6.5 The Contractor shall perform tests and analyses to verify that the system, subsystem, and component either meet the functional, allocated, and product baseline or satisfy other requirements documentation. The Contractor shall provide subject matter expertise into the reduction of system, subsystem, and component-level risk. (CDRL A001, A015)

C.3.6.6 The Contractor shall analyze test and evaluation data and perform trade off analysis of alternatives assessments. The Contractor shall provide subject matter expertise and recommendations on reduction of design and

technology risk and assess compliance with weapon and platform system requirements. (CDRL A001)

C.3.6.7 The Contractor shall participate in off-site system, subsystem, and component testing by performing test planning and set up, execution, data collection, and test data analysis functions. (CDRL A001, A015)

C.3.6.8 The Contractor shall prepare test documentation to include: test requirements, test plans, test reports, test schedules, Mission Control Panel briefings, tactical mission briefings, Mission Readiness Reviews, Test Readiness Reviews, Standard Operating Procedures (SOP), flight cards, safety requirements and presentations to safety review. (CDRL A001, A002, A015)

C.3.6.9 The Contractor shall perform test data collection, reduction and analysis for completion of tests relating to gun, system (gun mount and other associated equipment), ammunition, and ammunition feed testing. (CDRL A001)

C.3.6.10 The Contractor shall provide system software testing and analysis of software-based weapon systems. The Contractor shall develop test procedures from the documented requirements and software trouble reports; perform unit, module, end-to-end, and endurance testing including the development of test procedures and test execution; perform white and black box testing; participate in and conduct independent verification and validation testing; prepare test reports and conduct analysis of test results to develop recommendations for mitigation or correction. (CDRL A001, A027)

C.3.6.11 The Contractor shall develop and give technical recommendations to test documentation such as test requirements, test plans, test reports, test schedules, Standard Operating Procedures (SOP), flight cards, countdown checklists and problem reports. (CDRL A001, A015)

C.3.6.12 The Contractor shall participate in test and evaluation events by performing test planning and setup of test equipment and systems, execution, data collection, and test data analysis functions and development of problem reports discovered during testing. (CDRL A015)

C.3.6.13 The Contractor shall build and setup test equipment, collect, analyze and sample data, and produce mechanical and electrical engineering drawings and documentation. (CDRL A001, A013)

C.3.7 LOGISTICS SUPPORT

C.3.7.1 The Contractor shall provide Integrated Logistic Support (ILS) including providing technical inputs to and maintaining provisioning and preparation of program documentation (CDRL A001, A002)

C.3.7.2 The Contractor shall conduct physical inventories of General Equipment, and OM&S.

C.3.7.3 The Contractor shall maintain general equipment receipt and transfer request files.

C.3.7.4 The Contractor shall conduct inventory of containers, including container condition, name plate verification and validation.

C.3.7.5 The Contractor shall assist technical users with the proper packing of the container in adherence to Defense Transportation Regulations.

C.3.7.6 The Contractor shall reconcile and validate shipping manifests against

the actual contents of the container and report their findings to their Government Point of Contact (POC).

C.3.7.7 The Contractor shall utilize the Navy ERP to process OM&S issue and transfer transactions.

C.3.8 CONFIGURATION MANAGEMENT SUPPORT

C.3.8.1 The Contractor shall provide configuration management (CM) support performed at the program, project, system, and subsystem levels. The Contractor shall attend Change Review Boards (CRB), Change Control Boards (CCB), and Design Reviews.

C.3.8.2 The Contractor shall attend and provide technical subject matter expertise to Configuration Control Boards (CCBs) to evaluate proposed changes for system, subsystem, and component level impact and other associated system applicability. (CDRL A001, A024)

C.3.8.3 The Contractor shall generate and maintain formal Configuration Management Plans and related documentation. (CDRL A001, A002, A024)

C.3.8.4 The Contractor shall generate and review configuration item change documentation including Class I and Class II Engineering Change Proposals (ECPs), Requests for Deviations (RFDs), Request for Waivers (RFWs), Specification Change Notices (SCNs), and Notice of Revisions (NORs). (CDRL A001, A002, A017, A018, A019, A020, A021, A025)

C.3.8.5 The Contractor shall organize program, project, and IPT level documentation into repositories, including web-based repositories, and maintain the repository to facilitate documentation storage and retrieval. The Contractor shall convert program documents, weapons data and records to include video and microfiche into digital format for digital access, distribution, and archiving using electronic means including CDs and DVDs. (CDRL A002, A026, A028)

C.3.8.6 The Contractor shall generate, maintain, and revise drawings associated with components, sub-assemblies, and systems. The Contractor shall participate in the configuration management process by maintaining controlled and versioned documentation in accordance with the program or project CM plan. The Contractor shall provide process improvement suggestions towards the program or project CM plan. The Contractor shall participate in drawing and program reviews to baseline and revise documentation. (CDRL A002, A017, A021, A026)

C.3.9 TECHNICAL ADMINISTRATIVE SUPPORT

C.3.9.1 The Contractor shall identify and facilitate security requirements for conducting meetings. The Contractor shall organize and facilitate meetings by scheduling conference rooms at the Government and Contractor facility, generating agendas and invitations, disseminating invitations, and printing/binding presentation materials. (CDRL A006)

C.3.9.2 The Contractor shall attend meetings to generate attendee's lists, meeting minutes, and Action Items (AIs). The Contractor shall track meeting action items and maintain records reflecting both open and closed action items. The contractor shall make real-time edits to documentation during meetings. The Contractor shall contact open action item Points of Contact (POCs) for status updates and document any updates prior to recurring meetings. (CDRL A007)

C.3.9.3 The Contractor shall provide support for requirement gathering from engineers, development of documentation for Government review/submission, entering data into systems, tracking procurements, and receiving and organizing information for delivery micro-purchase procurements. The Contractor is not authorized to receive any items that require NSWCCD plant accounting. (CDRL A002, A003)

C.3.9.4 The Contractor shall generate, update, and maintain program, project, and budget estimates, tracking budget execution by appropriation type, addressing budget issues, and recommending responses to budget data calls. (CDRL A002)

C.3.9.5 The Contractor shall generate, update and maintain Work Breakdown Structures (WBS). A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control. (CDRL A002, A022)

C.3.9.6 The Contractor shall analyze and document the Government's market research, research alternatives for obsolete parts, and provide the Government recommendations on meeting technical specifications from the Government's analysis.

C.3.9.7 The Contractor shall populate and maintain acquisition database repositories to enable execution and tracking of procurements throughout their respective Life-Cycles.

C.3.9.7.1 The Contractor shall match end user material requests to various databases (technical screening and Information Technology Approval System).

C.3.9.7.2 The Contractor shall request creation or extension of Material Master Records from the NAVSEA ERP Business Office (NEBO) if no match is found in Navy ERP.

C.3.9.7.3 The Contractor shall work with technical departments to answer questions or concerns relating to material management and general supply assistance.

C.3.10 ON-SITE SAFETY AND ENVIRONMENTAL REQUIREMENTS

C.3.10.1 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.3.10.2 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 NSWCCD. This document is available at: https://www.navsea.navy.mil/Portals/103/Documents/NSWC_Dahlgren/Resources/EnvironmentalPolicy.pdf

C.3.10.3 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.3.10.4 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.3.10.5 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.3.10.6 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://wwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

C.3.10.7 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 PPE or training will be required.

C.3.10.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three (3) years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.3.10.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

C.3.10.10 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://www.navsea.navy.mil/Portals/103/Documents/NSWC_Dahlgren/Resources/EnvironmentalPolicy.pdf

C.4 PLACES OF PERFORMANCE/USE OF GOVERNMENT FACILITIES

(a) Government Office Space will be provided for the following labor categories and Full Time Equivalent (FTE) personnel

Labor Category	Base Year	Option 1	Option 2	Option 3	Option 4
Sr. Weapons Systems Engineer	1	1	1	3	3
Junior Engineer	1	1	1	2	2

(b) Government lab space will be provided for the following labor categories and FTE personnel. Lab space does not constitute office space. Government Furnished Lab Space will be provided for the following labor categories and number of personnel. No separate office space will be provided.

Labor Category	Base Year	Option 1	Option 2	Option 3	Option 4
Configuration Management Analyst	1	3	3	4	5
Engineer	2	2	2	3	4
Junior Engineer	4	4	4	4	4
Program Analyst	4	4	4	5	6

(c) In order to accommodate demand signal changes throughout performance of this Task Order, the Contractor is authorized to increase the number of associates in NSWCDD Lab spaces; however, the same number of NSWCDD Office spaces shall be reduced. At no time shall the Contractor have more than (24) twenty-four associates performing in Government spaces at one time.

Increasing NSWCDD onsite contractor personnel beyond (24) twenty-four associates requires COR review and approval.

(d) The Government will provide access to Navy Marine Corps Intranet (NMCI)/other Government computer resources as required.

In accordance with Section B clause B-231-H001 of this order, the Contractor shall not be reimbursed for travel performed commuting to and from work.

(e) Government Furnished Property (GFP) (hardware, software, firmware) identified in Attachment J.5 will be provided to support access to NMCI/other Government computer resources as required during performance of this Task Order.

(f) Due to the infrastructure environment and tasking that requires engagement with Government employees, the Contractor shall maintain a work schedule between 0700 to 1600, Monday through Friday, with full-time onsite presence between H40's core hours of 0900-1400.

There may be a requirement to remain after normal hours to support time sensitive program efforts. Due to program requirements, there may be occasional call-backs for weekend or other evening hours outside of normal hours of operation. In the event of a call-back, the Contractor is required to respond within 2 hours.

The Contractor shall adjust his/her schedule to meet the work schedule of the hosting activity.

The Contractor shall adhere to all policies and procedures, which have been established to govern the utilization of such facilities.

Alternative Worksites are permitted, in accordance with the clause H-216-H002

Level of Effort - Alt 1, if the work being performed is appropriate for teleworking and the Contractor obtains concurrence of the TPOC and COR.

C.5 MANDATORY REQUIREMENTS

The following mandatory requirements shall be maintained throughout the life of this Task Order:

Requirement 1 - Facility Location:

The Prime Contractor's primary facility providing support to this requirement must be located within 60 miles of NSWC Dahlgren, Virginia

Requirement 2 - Facility Security Clearance:

The Prime Contractor's primary facility supporting this requirement must have a Facility Security Clearance of SECRET with SECRET storage and processing capability. The Facility Security Clearance of SECRET is required at the time of proposal submission. NSWCDD will initiate appropriate SECRET storage and processing capability action with the Defense Counterintelligence and Security Agency (DCSA), at time of award, if the successful Offeror does not already possess such SECRET storage and processing capability.

Requirement 3 Personnel Security Clearances:

All personnel providing support under this requirement except Management and Support personnel must possess JPAS clearances at the Secret level or higher. Interim clearances are acceptable for all clearance levels.

C.6 GOVERNMENT FURNISHED INFORMATION (GFI)/GOVERNMENT FURNISHED PROPERTY (GFP)

The Contractor shall provide electronic updates and copies of all computer programs, data files, and documentation produced or used in support of this effort. Upon completion of any task, the Contractor shall return all GFI associated with the task and return the hard copy files and electronic copies of all documents produced under this Task Order.

The following GFI will be furnished throughout the performance of this Task Order:

- a. Engineering Change Proposals (ECP), Ordinance Alterations (ORDALTs), Engineering Changes (ECs)/Field Changes (FC), Ship Alterations (SHIPALTs), Configuration Change Requests (CCRs), Field Modification Bulletins (FMBs), and Specification Control Drawings (SCDs).
- b. Technical Briefs (TBs)
- c. Change Control Board (CCB) Agendas and Minutes
- d. Program Documentation (Directives, Agendas, Minutes, Instructions, Letters, Plans, Procedures, etc.)
- e. Government Furnished Material (GFM) Reports
- f. Current Change Documents

- g. Briefings from program reviews
- h. Specification Change Notices (SCNs)
- I. Distribution lists for deliverables
- j. Financial Information
- k. Summary Plan Descriptions (SPDs)

GFP: The Government will provide equipment and items, if required by individual tasking, for Task Order performance. The Contractor shall track and report all Government-owned property in its custody. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items loaned by the Government as well as that which is acquired by the Contractor. (CDRL, A002, A004, A008, A010)

C.7 OTHER DIRECT COSTS (ODCs)

C.7.1 Travel Requirements

The Contractor shall be required to travel in performance of this task order. All travel under this order shall be requested to and approved by the COR prior to travel. Requests shall be in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected.

The Contractor is not authorized to perform any travel that is not in conjunction with this order. Specific travel requirements shall be identified in the TI's. Travel costs shall be in accordance with FAR 31.205-46. It is estimated that travel to offsite destinations will be required during performance. Locations will be determined by the Government and are subject to change.

Representative locations include:

CONUS

Travel Destinations:

Eglin AFB, FL	Cannon AFB, TX	Savannah, GA
Warner Robbins, GA	White Sands, NM	Fort Benning, GA
San Diego, CA	Portsmouth, ME	Pearl Harbor/Hickam AFB, HI
Fort Bragg, NC	Fort Eustis, VA	Norfolk, VA
Picatinny, NJ	Peterson AFB, CO	Aberdeen Proving Grounds, MD
Mayport, FL	Moss Point, MS	Wallops Island, VA
Huntsville, AL	China Lake, CA	Corona, CA
Denver, CO	Fort Walton Beach, FL	Andrews AFB, MD
Patuxent River, MD	Clovis, NM	Fort Bragg, NC
Jacksonville, FL	Pt. Mugu, CA	El Centro, CA
Lexington Park, MD	Fayetteville, NC	

All other NSWC Warfare Centers

OCONUS

Travel may be required during the life of this Task Order. The Government reserves the right to incorporate specific country clauses prior to the need for such travel. All OCONUS travel shall be in accordance with the current Status of Forces Agreement (SoFA) for the area of travel. Representative locations include:

Guantanamo Bay	Israel	Guam
Singapore	Philippines	Italy
Bahrain	Africa	Thailand
Japan	Korea	United Kingdom
Caribbean	Diego Garcia	Vietnam
Spain	Brunei	Indonesia
Malaysia	Taiwan	Hong Kong
Hawaii	Djibouti	Greece
Turkey	Seychelles	
Panama		

C.7.2 Direct Charge of Materials and Equipment

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

C.7.2.1 Materials & Equipment List

The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements as stated in Sections C.7.2.3 and C.7.2.5 below:

- a. Incidental material and logistics costs (shipping/packaging/storage) in direct support of SOW tasking and in quantities appropriate for prototype or R&D efforts.
- b. Fasteners and miscellaneous hardware
- c. Connectors and miscellaneous electrical hardware
- d. Systems Integration Laboratory (SIL) Materials and Equipment required to replace system applications for development, testing, and demonstrations.
- e. Special tools and tooling (such as dial calipers, measurement gauges, torque wrenches, depth micrometers, multimeter, etc.)
- f. Limited quantities of miscellaneous hardware and fixtures
- g. Limited quantities of miscellaneous electrical cabling and enclosures

- h. Limited quantities of circuit boards and electrical hardware
- i. Specific IT tools that are required to support SOW tasking for particular project requirements
- j. Emergency response asset protection equipment such as portable pumps, generators, dehumidifiers, and air conditioners to be utilized in the event a laboratory is compromised therefore placing Government and Government Sponsor owned equipment at risk of being damaged.

Material not fitting the description listed in this Section may not be purchased and reimbursed as an Other Direct Cost to this contract unless mutually agreed to by the Procuring Contracting Officer (PCO) and the Contractor, which will be followed up by adding the respective item(s) to the Task Order via contract modification.

C.7.2.2 Additional ODCs

Additional ODCs include communication costs, supplies, reproduction, and materials directly associated with the Task Order. Examples of additional ODCs are:

- a. Occupancy costs for subcontractors working in Contractor facilities
- b. Communications (cellular services if required and authorized, internet hosted meetings, remote training services and conference calling services)
- c. Reproduction/Printing/Binding
- d. Delivery costs (i.e., FedEx)
- e. Insurance for OCONUS travel should this become required at anytime
- f. Documents and related items for OCONUS travel should it become necessary
- g. Safety Supplies and miscellaneous items as needed such as hardhats, goggles, flight suits, boots, safety shoes, safety harnesses, etc.

C.7.2.3 Information Technology (IT) Resources

IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PCs), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

C.7.2.4 Cost Expressly Not Allowed for Direct Charge

The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include but are not limited to the costs for items such as telephones (except as identified above) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

In accordance with Section B clause B-231-H001 of this order, the Contractor

shall not be reimbursed for travel performed commuting to and from work.

C.7.3 IT Connectivity

This is not a current requirement of this Task Order; however, it is included because it may be required to establish direct fiber connectivity during the Period of Performance of this Task Order as indicated by a modification of this Task Order. The Contractor will be notified if it becomes a requirement. When notified, the Contractor shall provide a direct fiber connection, which includes access to the Naval Surface Warfare Center Dahlgren Division (NSWCDD) computer systems. In order to participate in the network, they must have a direct connection from their facility (the primary facility/facilities proposed to support this effort) to NSWCDD, Dahlgren, VA. The Government shall provide ODCs to support this requirement, which are only to be utilized as indicated via Task Order modification.

C.8 Requiring Approvals for ODC's

All purchases of materials and/or equipment, exceeding \$3,500 per individual transaction; requires COR approval prior to purchase. In addition to approval by the COR, prior written approval from the Procuring Contracting Officer (PCO) shall be required for all purchases of materials under the following circumstances:

- a. A purchase of materials and/or equipment in accordance with what is stated in Section C.7.2 above, that is greater than \$3,500 and less than or equal to \$10,000 per individual purchase may be executed with COR review and written approval. PCO approval is not required.
- b. A purchase of materials and/or equipment in accordance with what is stated in Section C.7.2 above that exceeds \$10,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the Contract Specialist issues an electronic written PCO approval.

Separate multiple purchases to the same vendor, of amounts valued below those thresholds stated in this section shall not be submitted to circumvent the COR and PCO review and approval procedure. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

C.9 CONTROL OF CONTACTOR PERSONNEL

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

C.10 OPERATION OF GOVERNMENT VEHICLES/VESSELS

The Contractor may be required to operate Government vehicles/vessels in support of this Task Order, to include tasking described in Section C.3.6.7, C3.6.12, and C.3.7.

C.10.1 The Contractor may be required to drive Government vehicles both on-site at NSWC, Dahlgren Division 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 and, if applicable, Technical Instructions 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 lbs and carrying more than 15 passengers a valid state driver's license and proof of required Navy training for vehicle are required. The state driver's license must be valid for the class and weight of the vehicle which the Contractor will be operating. (CDRL A005)

C.10.2 The Contractor may be required to operate specialized Government vehicles such as tanks, Mine Resistant Ambush Protected (MRAP) Vehicle, Amphibious Assault Vehicle (AAV), High Mobility Multipurpose Wheeled Vehicle (HMMWV) etc. Government provided vehicles will be used solely for the purposes as described in the Statement of Work and, if applicable, Technical Instructions or work areas of this contract. All operators must have completed the appropriate NSWCDD-determined training syllabus.

C.10.3 The Contractor may be required to operate Government-owned sea going vessels both on-site at NSWC Dahlgren and off-site at various test range locations in the performance of duties associated with the tasking of this contract. Government provided vessels will be used solely for the purposes as described in the Statement of Work and, if applicable, Technical Instructions of this contract. All operators must have completed the appropriate NSWCDD training syllabus and/or have a U.S. Coast Guard license. This requirement applies to program or project-owned vessels and not NSWCDD Range Boats.

C.11 MANAGEMENT PROGRESS REPORTS AND FINANCIAL REPORTS

The Contractor shall provide a monthly status report. (A030)

The Contractor shall participate in informal weekly meetings.

LABOR TRIPWIRE NOTIFICATIONS

(a) The Contractor shall monitor monthly average actual spend rates compared to monthly average fully burdened proposed rates on a per CLIN basis. The Contractor shall advise the COR and the Contract Specialist, by email, of any variation of actual-to-bid rate averages greater than 15 percent.

(b) The Contractor's notification shall include the following information:

(i) an actual vs. proposed average dollar per hour comparison;

(ii) the percentage variation between the actual and proposed average;

(iii) explanation of what is causing the variation;

- (iv) whether or not the Contractor expects this condition is temporary or permanent;
- (v) the Contractor's plan for addressing and correcting the variation; and
- (vi) additional information as requested by the Government to assist in reporting per the NAVSEAINST 4200.19A or more recent subsequent NAVSEAINST revision.

C.12 IN-PROCESS REVIEWS

The Contractor shall conduct In-Process Reviews (IPRs) with the Government on an annual basis but shall be scheduled as needed with the Contracting Officers Representative (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 In-Process Review 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 Technical Direction Reference 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.

The format for the IPR presentation shall be mutually agreed upon by the Contractor and COR. Agenda items shall address the status of action items from the previous IPR and pertinent issues. Emergent/future interest items and meetings shall be discussed during the IPR. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending; organization/code; telephone and e-mail address; shall be provided to the Government Representatives by the Contractor within 5 working days of the IPR. (CDRL A001, A007, A009)

C.13 SECURITY

C.13.1 Personnel

All Personnel associated with this contract except those in the Management and Support Labor Category shall be required to have at a minimum a DoD SECRET clearance at time of award. Interim clearances are acceptable. The Contractor will have access to information and compartments with a SECRET classification. In addition documentation with markings of Controlled Unclassified Information (CUI) will be handled. The Contractor will have access to Restricted Data and

formerly Restricted Data in support of Casualty Report (CASREP) resolution which may involve sensitive details regarding ship/system state and operations when a problem has been demonstrated and there are certain test assessments for qualifications where the results are classified. 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 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. The Contractor shall maintain the capability to store information up to and including SECRET. All data generated under this contract shall be classified in accordance with the guidance in the NISPOM and the NSWCDD Command Security Manual. The Contractor must comply with guidelines specified on the DD254.

C.13.2 Communications

The Contractor shall require access to Communications Security (COMSEC) and shall be required to have a COMSEC Account in order to use crypto keying material associated with modified hardware. Access to the Defense Courier Service (DCS) is required to transport COMSEC material including encryption codes. Access to Non-SCI intelligence is needed in order to utilize intelligence documents related to foreign Government weapons systems. Access to NATO is required to obtain a SIPRnet account and to utilize the DTIC system to obtain documents on intelligence. Access to Foreign Government Information is required to obtain documents on specific weapon systems. The Contractor shall fabricate, modify or store classified hardware (circuit boards with firmware, laptop computers, etc...) but will not exceed the two cubic feet storage limit as specified in the ISFD. 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. All above accesses are needed to support and provide the system engineering, software development, and maintenance of tactical initiatives and spiral and baseline developments to support NSWCDD H40 Programs. In performing under this contract, the Contractor shall have access to U.S. classified information outside the U.S., Puerto Rico, U.S. Possessions, and Trust Territories: Bahrain.

C.13.3 Facility

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

C.13.4 Physical

The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by the National Industrial Security Program Operating Manual (NISPOM) and the NSWCDD Command Security Manual. Secret storage is required at the Contractor's facility in order to meet requirements of receiving and generating classified material in accordance with this contract.

C.13.5 Electronic Spillages

Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's 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 continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with 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.13.6 Portable Electronic Devices (PEDs)

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 dish drives, and floppy diskettes.

Personal Wearable Fitness Devices (PWFs) 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 PWF 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 PWF in the NSWCDD Fitness Device

Tracker.

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.

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

C.13.7 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-254 thereby acknowledging that they will meet the requirements of this contract. The COR shall contact their Department Training Coordinator to schedule key 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.13.8 Privacy Program Training

Privacy Program Training. Privacy training is mandatory for all NSWCDD personnel (military, civilian, and contractor) and must be completed annually. Total Workforce Management Services (TWMS) is the official database for workforce training and is the tool for taking and recording privacy act training.

C.14 USE OF INFORMATION SYSTEM (IS) RESOURCES

a. 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, but is not limited to computers, software, networks, certificates, and network addresses.

b. Contractor Use of NSWCDD IS Resources.

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

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

c. Connections between NSWCDD and Contractor Facilities. 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 NSWCDD, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

C.15 DIGITAL DELIVERY OF DATA

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

b. 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. 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.16 CONTRACTOR IDENTIFICATION

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. 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 another contractor are present.

C.17 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and NSWCDD 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 all applicable DoD and Navy Standards of Conduct.

C.18 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

a. The Contractor shall ensure that all employees who have a NSWCDD badge turn in the badge 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 NSWCDD Physical Security of all changes in their personnel requiring NSWCDD base access.

b. For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDD Physical Security in advance of the date, time, and location where the NSWCDD representative may retrieve the NSWCDD badge 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 NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge.

C.19 DATA RIGHTS

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

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

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

C.20 DETAILED TASKS, CYBERSECURITY (ALL ITEMS)

The Contractor shall implement the security requirements of the clause under Section I of this contract entitled DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, and National Institute of Standards and Technology (NIST) Special Publication 800-171.

C.21.1 System Security Plan (SSP)

The Contractor shall develop and submit a Technical Report - Study/Services, TI and Systems Security Plan (SSP) (CDRL A001, A011) that implements the security requirements of DFARS 252.204-7012.

In accordance with DFARS 252.204- 7012, the SSP shall implement, at a minimum, all security requirements in NIST 800-171 (Rev. 1) standards 3.1 to 3.14; or ensure that any unimplemented security requirements have been adjudicated by an authorized representative of the DoD CIO to be non-applicable or to have an alternative, but equally effective, security measure in its place. The SSP shall provide proof of such adjudication by DoD CIO. Further, the SSP shall contain a description of the system boundary, the operational environment, how the specific security requirements are currently implemented, and the relationships with or connections to other systems. The TI shall detail how and when the Contractor will meet all security requirements of SP 800-171 that are not fully implemented except for the requirements noted in the specific bullets below, which must be fully implemented in the SSP. The Contractor shall permit the Government to validate information in the SSP every three years, on an ad hoc basis with no notice to the Contractor, other than to coordinate any necessary security requests, but not more than five business days, or upon replacement or rotation of the Government program manager.

The SSP shall:

- Fully implement Multi-factor authentication, including authentication and authorization of users in a manner that is auditable.
- Implement FIPS 140-2 validation encryption at a minimum of Level 1.
- Employ the principle of least privilege or "need to know".

- Require the Contractor to review, in a manner that can be audited, user privileges at least annually.
- Require monitoring and controlling remote access sessions and includes mechanisms to audit the session and methods.

C.21.2 SSP and TI Review

The Contractor shall allow the Government to evaluate the SSP and TI upon request, including on the Contractor's site, on an ad hoc basis. The Government will provide sufficient notification, but not more than five business days, to the Contractor to allow for the processing of visit requests to the site, if necessary. The Contractor shall support this evaluation in accordance with NIST SP 800-171A.

C.21.3 Sub-contractors

The Contractor shall provide the plan to track flow down of covered defense information and to assess DFARS clause 252.204-7012 compliance for these suppliers/Sub-contractors (CDRL A001, A011).

C.21.4 Encryption of Data at Rest

Covered Defense Information (CDI) and Covered Contractor Information Systems (CCIS) are defined within clause 252.204-7012. Information at rest is defined as the state of information when it is not in process or in transit and is located on storage devices as specific components of systems. On all CCISs, the Contractor shall encrypt CDI at rest in accordance with NIST 800-171.

C.21.5 Incident Reporting

The Contractor shall report cyber incidents, as defined in DFARS 252.204-7012, to the Damage Assessment Management Office (DAMO) via the DIB-Net website within 72 hours, per DFARS 252.204-7012. In addition to the reporting requirements above, the Contractor shall deliver all information related to cyber incidents, defined in DFARS 252.204-7012, in a Technical Report - Study/Services, Cyber Incident Report (CDRL A001, A029). The Contractor shall segregate DON CUI from Contractor-owned information, when feasible. Segregation may be implemented through logical isolation, physical isolation, a hybrid approach, or other technological processes to achieve required delivery of compromised data in cyber incidents.

C.21.6 Coordination with NCIS

The Contractor consents to installation by the Naval Criminal Investigative Service (NCIS) of network sensors, owned and maintained by NCIS, on the Contractor's CCIS or other information technology assets when intelligence indicates a vulnerability or a potential vulnerability for the duration of the contract performance period. If NCIS determines that the Contractor's own sensor capability is adequate, the Contractor consents to cooperation with NCIS on cybersecurity, to include sharing information from its sensor capability and networks.

Both routinely and in response to emergent developments, NCIS engages in outreach efforts to the defense contracting community to coordinate cybersecurity efforts. The Contractor shall regularly monitor and engage with

such efforts to ensure that Contractor is aware of the most up-to-date cybersecurity information and strategies. As part of these efforts, the Contractor shall consider implementing all recommendations from NCIS for additional hardening (e.g., more stringent configuration settings) of DON critical programs and technologies.

C-202-H001 ADDITIONAL DEFINITIONS - BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) 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.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order, or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

- (1) The support contractor not disclose any information;
- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
- (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the Period of Performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
- (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)(DEC 2018)

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

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2019)

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize Life-Cycle costs, and increase system readiness and

interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the Littoral Combat Ship (LCS) Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross-platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site: <https://www.dau.mil/team/virtualshelf/SitePages/Home.aspx>

C-212-W002 COMMERCIAL SUPPLIER AGREEMENTS (NAVSEA) (MAR 2019)

- (a) Commercial Supplier Agreement means End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement.
- (b) Any Commercial Supplier Agreement must be provided in full text as part of a quote or offer without hyperlinks.
- (c) The contract/order Schedule and Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and Conditions—Commercial Items, shall take precedence over any conflicting provisions in a Commercial Supplier Agreement.
- (d) If any requirement in the Commercial Supplier Agreement conflicts with Federal law or regulations (see FAR 12.212(a)), the following shall apply:
- (i) Any such requirement is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such requirement by virtue of it appearing in the Commercial Supplier Agreement. If the Commercial Supplier Agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such requirement.
 - (iii) Any such requirement is deemed to be stricken from the Commercial Supplier Agreement.
- (e) Automatic renewals. License Agreements will expire at end of the term identified in the Purchase Order/Contract. Automatic renewals are not permitted and any such provision is void.
- (f) Changes to the Commercial Supplier Agreement. Unilateral changes of the Commercial Supplier Agreement are impermissible and any requirement authorizing such changes is unenforceable. Changes must be in writing and executed by both parties to be effective.
- (g) Third Part License (Embedded Software).
- (i) The Contractor agrees that it has obtained all necessary licenses for the

Government for any third party materials (including without limitation all Open Source licenses) provided within the product.

(ii) Contractor agrees that it complies with and shall continue to comply with all of its obligations under Third Party Licenses (including without limitation all Open Source licenses) associated with any third party materials provided within each product.

(iii) To the extent that the Government's use of the software products licensed herein is in compliance with the Contractor's Commercial Supplier Agreement, the Government's use will also be in compliance with any Third Party Licenses.

(h) Audits. In lieu of any audit provisions in the Commercial Supplier Agreement, the Government agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, the Contractor shall, upon reasonable notice, have the right to require that the Government conduct an internal audit to ascertain and verify the number of licenses in use and to verify that the Government's use of the product is in conformity with this Agreement. The Government is not required to use any tools provided by the Contractor to conduct the audit and shall not be required to pay for any tools provided by the Contractor to conduct the audit. The results of any such audit shall be kept confidential. If verification discloses that the Government's use is not in conformity with this Agreement, the Government agrees to resolve any noncompliance by either removing or correcting the unlicensed installation and use of the software identified by the audit as not in conformity with this Agreement.

(i) Confidentiality. Commercial Supplier Agreements' terms and the final contract pricing may not be deemed confidential. Other marked confidential information will be appropriately guarded.

(j) Assignment. The Government shall have the right, without the prior written consent of the Contractor or its authorized resellers, to assign, reassign, or transfer software licenses among Government employees or the Government's rights in the Contractor's product to any Governmental organization that is managed, operated, or controlled by the Government.

Such authorization includes sublicensing, and assignment or transfer among or between authorized users. In the event authorized users are reorganized or restructured such that their responsibilities and operations are transferred to another Government agency, the agency shall have the right to assign the affected program licenses to a successor agency. The licensed agency and the successor agency agree to be bound to the Commercial Supplier Agreement as modified. The transferee shall be bound by the license metrics and limitations in this license. Government shall complete any documentation required by the Contractor to facilitate the transfer of this license, and continuation of support shall be the responsibility of the transferee.

For the avoidance of doubt, any assignment or transfer of licenses of the Contractor's products is also subject to all other terms of the Commercial Supplier Agreement, as well as the Contractor's policies governing product dependencies and version compatibility. Reassignment does not require that the license be under maintenance or support in order to execute a transfer.

(k) Litigation. Any requirement insisting that the commercial supplier or licensor control any litigation arising from the Government's use of the contractor's supplies or services is deleted and unenforceable.

(l) Equitable Remedies. Equitable remedies, injunctive relief, and binding arbitration requirements shall not be enforced unless explicitly authorized by agency guidance or statute.

(m) Venue. Any claim or dispute shall be resolved under the Contract Disputes Act and FAR 52.233-1. The forum for resolution of disputes and applicable statutes of limitation shall be governed by federal law.

(n) Applicable law. In accordance with FAR 52.233-4, United States law shall apply to resolve any claim of breach of this contract and such actions shall be handled in the applicable Federal court of jurisdiction.

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal number N0017820R3019 dated 20 July 2020 in response to NAVSEA Solicitation No. N00178-20-R-3019.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The Contractor shall ensure that each Contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety points of contact below to report completion of the required training via email. The email shall include the Contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses

occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics Industry standards, a safety assessment may 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 or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

Lisa Hazard

(540) 653-7250

lisa.hazard@navy.mil

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

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

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert Paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "Sub-contractor."

(c) The contractor shall, when it elects not to insert Paragraph (a) in a subcontract, provide the Sub-contractor any GIDEP data which may be pertinent to items of its manufacture and verify that the Sub-contractor utilizes any such data.

(d) The contractor shall, whether it elects to insert Paragraph (a) in a subcontract or not, verify that the Sub-contractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) 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>

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS

(NAVSEA) (JAN 2019)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. 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 restrictively marked 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 properly restrictively marked. 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 this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. 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.

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATABASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA)(JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (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 data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software Documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its Sub-contractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall 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.

(g) 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 legend(s) 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.

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019)

(a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(i) Workers' compensation and employer's liability coverage shall be at least \$100,000, except as provided in FAR 28.307-2(a), if applicable

(ii) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(iii) Automobile liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages - Supplies, Services, or Research and Development, if applicable.

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (OCT 2018)

(a) The Contractor shall report contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this contract for 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) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

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

(c) 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://dod.ecmra.support.desk@mail.mil>.

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is

the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not limited to, subdividing hours of any key personnel assigning or allocating those hours to another individual not approved as key personnel.

(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; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) 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.

(c) Key personnel are identified in an Attachment in Section J.4.

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(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 link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: 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 WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(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 \$1,000 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.

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful Offeror will be conducted within 30 days after the award of the Task Order. The meeting will be held at the address below:

Location/Address: The meeting will take place in Dahlgren, VA and will be scheduled by the COR.

(b) The Contractor will be given 3 working days notice prior to the date of the meeting by the Contracting Officer.

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

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

C-243-H003 CONFIGURATION MANAGEMENT (NAVSEA) (JAN 2019)

(a) Baseline Definition - All contractual documentation in effect at the time of contract award shall constitute the Contract Baseline, which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall

prepare a Configuration Management Plan in accordance with the requirements of the contract. If required, the Contractor's Configuration Management Plan shall be submitted through the appropriate Contract Data Requirements List (CDRL) for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify the baseline to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide such detail of related costs as to allow the Government to determine an equitable adjustment for the change document submission. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the Contracting Officer. Change documentation shall be submitted to the Contracting Officer in accordance with the appropriate CDRL, and as described in Paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015, EIA-649-1 of Nov 2014 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP shall be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. The contractor shall develop documentation in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact if applicable, and consequences if disapproved. List all existing drawings and technical manuals impacted by the change, including a brief narrative explanation of needed changes to incorporate the ECP if approved. Provide weight and moment data incidental to the change, if applicable. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP shall be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the NECP is approved.

(e) Deviations/Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. The

explanation of "Need for Deviation/Waiver" in the DD1694 shall provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance and the effect on ship equipment or system operation.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, and Deviations/Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be subject to equitable adjustment.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "Disputes" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "Value Engineering" (FAR 52.248-1) shall be submitted as a Value Engineering Change Proposal (VECP). The Contractor shall follow the VECP preparation requirements of FAR 52.248-1(c) and any additional guidance provided by the Contracting Officer.

C-244-H002 SUB-CONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, 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) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of
 - (i) SeaPort- NexGen fee rate caps for the prime contractor, or in the case where the proposed Sub-contractor is also a SeaPort- NexGen prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort- NexGen contract. 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-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE I (NAVSEA) (MAR 2019)

- (a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an Attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.
- (b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an Attachment in Section J. The Government shall furnish only the GFI identified in an Attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:
 - (1) The Contracting Officer may at any time by written order:
 - (i) delete, supersede, or revise, in whole or in part, data identified in an Attachment in Section J; or
 - (ii) add items of data or information to the Attachment identified in Section J; or
 - (iii) establish or revise due dates for items of data or information in the Attachment identified in Section J.
 - (2) If any action taken by the Contracting Officer pursuant to sub-paragraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(c) Except for the Government information and data specified by Paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an Attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>;
or

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

C-245-H006 ADDITIONAL REQUIREMENTS RELATING TO GOVERNMENT PROPERTY (NAVSEA)
(OCT 2018)

(a) For purposes of Paragraph (h) of the clause entitled "Government Property" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of Paragraph (b) of the clause entitled "Government Property", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

Section D - Packaging and Marking

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

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) sponsor: _____

Name of Individual Sponsor

Name of Requiring Activity

City and State

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

Section E - Inspection and Acceptance

Section E - Inspection and Acceptance

E.1 CLAUSES INCORPORATED BY REFERENCE

52.246-5 INSPECTION OF SERVICES -- COST REIMBURSEMENT APR 1984

E.2 CLAUSES INCORPORATED BY FULL TEXT

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Items 4000, 4100, 4200, 4300, 4400 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Items 2000, 2100, 2200, 2300, 2400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

E-246-H016 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES (NAVSEA) (OCT 2018)

Items 3000, 3100, 3200, 3300, 3400 - Inspection and acceptance shall be made at destination by a representative of the Government.

E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

See Attachment J.2 Quality Assurance Plan (QASP)

Section F - Deliveries or Performance

Section F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

Services to be performed hereunder will be provided primarily at NSWCDD located in Dahlgren, VA and the Contractor's facility.

F.2 PERIOD OF PERFORMANCE FOR NOT SEPARATELY PRICED CLINS

The Period of Performance for the Not Separately Priced Items in Section B shall be concurrent with the Labor CLINs for the identified Base or Option Period in their CLIN description.

F.3 CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP-WORK ORDER-- ALTERNATE I APR 1984

F.4 CLAUSES INCORPORATED BY FULL TEXT

F-211-H021 DELIVERY OR PERFORMANCE (NAVSEA) (MAR 2019)

The Period of Performance is identified below.

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

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

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

2000 AA	03/01/2021 - 02/28/2022
2000 AB	03/01/2021 - 02/28/2022
2000 AC	03/03/2021 - 02/28/2022
2000 AD	03/22/2021 - 02/28/2022
2000 AE	03/22/2021 - 02/28/2022
2000 AF	03/22/2021 - 02/28/2022
2000 AG	03/22/2021 - 02/28/2022
2000 AH	03/22/2021 - 02/28/2022

2000 AJ	03/22/2021 - 02/28/2022
3000 AA	03/01/2021 - 02/28/2022
3000 AB	03/01/2021 - 02/28/2022
3000 AC	03/03/2021 - 02/28/2022

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

2100 AA	03/01/2022 - 02/28/2023
2200 AA	03/01/2023 - 02/29/2024
2300 AA	03/01/2024 - 02/28/2025
2400 AA	03/01/2025 - 02/28/2026
3100 AA	03/01/2022 - 02/28/2023
3200 AA	03/01/2023 - 02/29/2024
3300 AA	03/01/2024 - 02/28/2025
3400 AA	03/01/2025 - 02/28/2026

Section G - Contract Administration Data

Accounting Data

CLIN/SLIN	PR Number	Amount
N0017821F3004		
2000AB	130090555300001	\$122,004.45
LLA :		
AA 9790300 5600 X59 52SW2 4 EW4BN8 09 020000 0F387700F877 00 387700		
Standard Document #: F2VUB30035GW01		
3000AB	130090555300002	\$10,000.00
LLA :		
AA 9790300 5600 X59 52SW2 4 EW4BN8 09 020000 0F387700F877 00 387700		
Standard Document #: F2VUB30035GW01		
BASE Funding: \$132,004.45		
Cumulative Funding: \$132,004.45		
N0017821F3004P00001		
2000AC	130091046200001	\$300,000.00
LLA :		
AB 9710400.5600 X61 52SW 24SA2A016403 N 82100 016403 387700 F87700		
Standard Document #: F2VUB01034GW01		
3000AC	130091046200002	\$20,000.00
LLA :		
AB 9710400.5600 X61 52SW 24SA2A016403 N 82100 016403 387700 F87700		
Standard Document #: F2VUB01034GW01		
MOD P00001 Funding: \$320,000.00		
Cumulative Funding: \$452,004.45		
N0017821F3004P00002		
2000AD	130091498900001	\$9,749.50

Accounting Data

LLA :

AC 9700400 5600 X60 52SN2 4 VK3A01 64 83N821 000164833877 00F87700 387700

Standard Document #:

2000AE 130091505200001 \$5,444.60

LLA :

AC 9700400 5600 X60 52SN2 4 VK3A01 64 83N821 000164833877 00F87700 387700

Standard Document #: F2VUE30343GW01

2000AF 130091503500001 \$26,117.00

LLA :

AD 9710300.5600 X51 52SW 24SE4B N 80902 00000F 387700 F87700

Standard Document #: F2VUB30311GW01

2000AG 130091522300001 \$4,859.63

LLA :

AE 9790300.5600 X59 52SW 24SE4B N 80902 00000F 387700 F87700

Standard Document #: F2VUB11034GW03

2000AH 130091506100001 \$620,000.00

LLA :

AF 9710100.5602 G11 3003 EL0871 GSSTCZ 57834 017417 503000 F03000

Standard Document #: F3QCBB1067G102

2000AJ 130091510200001 \$620,000.00

LLA :

AF 9710100.5602 G11 3003 EL0871 GSSTCZ 57834 017417 503000 F03000

Standard Document #: F3QCBB1067G102

MOD P00002 Funding: \$1,286,170.73

Cumulative Funding: \$1,738,175.18

Section G - Contract Administration Data

G.1 ACCOUNTING DATA

(a) Accounting Data will appear at the end of Section G.

(b) All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated.

(c) Under SeaPort- NexGen, all funding is identified/obligated at the Sub-CLIN (SLIN) level. SLINs are established sequentially by the SeaPort-NexGen software.

(d) Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area that is funded incrementally could have multiple SLINs.

(e) Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

(a) Each SLIN providing funding designates a specific area/work area/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/WBS item level. Each identified project/work area/WBS, shall be invoiced by its associated SLIN and ACRN.

(b) If multiple ACRNs are associated with a single project/work area/WBS, the Contractor shall consult with the Contracting Officer Representative (COR) for additional invoicing instructions.

G.3 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 Task Order in order to be eligible for a cost reimbursement type Task Order. 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) Task Orders. 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 adequate accounting systems should be contracted using Firm-Fixed-Price or labor hour Task Orders.

(c) The Prime Contractor is solely responsible for verifying that Sub-contractors proposed for cost reimbursement Task Orders (including T&M), have DCAA-adequate accounting systems. They shall require Sub-contractors to provide proof of adequacy as determined by: (1) DCAA or (2) DCMA, along with an accurately completed and signed SF 1408. A copy of the proof of adequacy shall be provided to the Government.

(d) The Prime Contractor shall also provide proof of adequacy as determined by: (1) DCAA or (2) DCMA, along with an accurately completed and signed SF 1408. 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.4 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

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

(b) Training

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

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

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

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

G.5 FUNDING PROFILE

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

CLIN	Total CPFF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
2000	\$6,076,402.00					
3000	\$2,490,007.00					
Total Base	\$8,566,409.00					
Option 1						
2100	\$8,218,691.00					
3100	\$493,794.00					
Total Option 1	\$8,712,485.00					
Option 2						
2200	\$8,564,912.00					
3200	\$526,718.00					
Total Option 2	\$9,091,630.00					
Option 3						
2300	\$11,251,560.00					
3300	\$563,958.00					
Total Option 3	\$11,815,518.00					
Option 4						
2400	\$12,493,835.00					
3400	\$605,078.00					
Total Option 4	\$13,098,913.00					
Total Contract	\$51,284,955.00					

G.6 CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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. "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(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 DoDACC	HQ0338
Issue by DoDAAC	N00178
Admin DoDAAC**	S2404A
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	HAA722
Other DoDAAC(s)	Not Applicable

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed. (End of clause)

G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018)

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of \$100,000 of fixed fee has been withheld.

Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

G-232-H001 ALLOTMENT OF FUNDS - BASIC (NAVSEA) (OCT 2018)

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

(1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);

(2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;

(3) 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); and;

(4) The Period of Performance for which it is estimated the allotted amount(s) will cover:

CLIN	COST	FIXED FEE	TOTAL CPFF	Estimated Date to Fund Thru
Base	2000			
	3000			
Total Base				
Option 1				
0004				
0006				
Total Option 1				
Option 2				
0007				
0009				
Total Option 2				
Option 3				
0010				
0012				
Total Option 3				
Option 4				
0013				
0014				
Total Option 4				
Total Contract				

(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) Performance under CLINs/SLINs which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

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

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE
(NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions -Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts;	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers					deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30,	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
Installment Payments for Commercial Items					charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

ITEM	TYPE
2000 - 2499	CPFF
3000 - 3499	Cost
4000 - 4499	NSP

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(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 sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, 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

technical instruction (TI), SLIN, or CLIN level. For other than Firm-Fixed-Price subcontracts, 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 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 Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(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 Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the Contractor does not provide the COR and Contracting Officer email notification as required herein.

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the Contractor, an effort outside the existing scope of this contract is requested, the Contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: Daniel Belcher (024)
 Address: Naval Surface Warfare Center, Dahlgren Division
 17632 Dahlgren Road, Suite 157
 Dahlgren, VA 22448-5100

(ii) The Contract Specialist is:

Name: Temica Scroggins (024)
 Address: Naval Surface Warfare Center, Dahlgren Division
 17632 Dahlgren Road, Suite 157
 Dahlgren, VA 22448

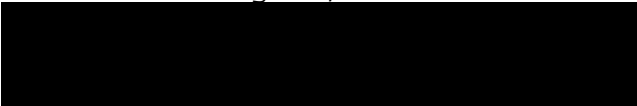
(iii) The Administrative Contracting Officer (ACO) is:

Name: Leane Baramki

(d) The Contracting Officer's Representative (COR) is the contracting officer'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 contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: Michael Quann
Address: Naval Surface Warfare Center, Dahlgren Division
6096 Tisdale Rd Ste 302
Dahlgren, VA 22448-5100



(e) The Alternate Contracting Officer's Representative (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 Contracting Officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Name: N/A

Address:


Phone:

E-mail:

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.


The Technical Point of Contact (TPOC) is:

Name: Matthew Spruill
Address: Naval Surface Warfare Center, Dahlgren Division
Dahlgren, VA 22448-5100



(g) The Ombudsman will review complaints from the Contractors and ensure that all Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The Ombudsman is:

Name: Kristofer Parker
Address: Naval Surface Warfare Center, Dahlgren Division
176342 Dahlgren Rd, Ste 157
Dahlgren, Virginia 22448-5100



(h) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(i) The Contractor's point of contact for performance under this contract is:

Name: Lori Wilson
 Address: 7060 Infantry Ridge Road
 Manassas VA 20109

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (OCT 2018)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes the following holidays:

HOLIDAYS*

New Year's Day
 Martin Luther King's Birthday
 Presidential Inauguration Day (Washington DC metro area only)
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

* Except for the Presidential Inauguration Day, if the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday. The actual date of observance for each of the above holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such 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, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) 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 shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. 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 the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract 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 and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

APPROVING SUB-CONTRACTORS

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

N/A

Section H - Special Contract Requirements

Section H - Special Contract Requirements

H.1 LABOR CATEGORIES/QUALIFICATIONS

See Attachment J.4, Key Personnel, for Key Personnel Labor Category Qualifications.

H.2 RESUME FORMAT AND CONTENT REQUIREMENTS

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

(a) HEADER

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

*Note if the individual is Key on another task order with a Period of Performance that will overlap this requirement. Note plans to satisfy both Contracts if the Offeror is selected for award.

(b) EDUCATION/PROFESSIONAL DEVELOPMENT - Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the Offeror's qualifications to perform under the task order. For education and training, the following format is preferred:

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

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE:

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

(ii) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e. Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were

obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six (6) month assignment for Company A as applicable to the entire ten (10) year employment with that firm and to ensure Offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(iii) 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.

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

(v) Lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Labor Category requirements.

(vi) 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.

(vii) Gaps in experience shall be explained.

(viii) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation No. N0017820R3019 to be replaced by NSWCDD Task Order No. N00178XXXXXXX by (insert company name at award) and intend to make myself available to work under any resultant task order to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

(vix) Resumes without this certification will be unacceptable and will not be considered.

(x) 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-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

(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 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) 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:

(1) 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) 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.

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

(f) 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 subcontractor, 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 subcontractor, or as a consultant to a prime contractor or subcontractor, 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 re-competition 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, subcontractor, 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.

(g) 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.

(h) Notwithstanding paragraph (g) 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.

(i) 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.

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

(k) 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.

(l) 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.

(m) 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 "subcontractor" for "contractor" where appropriate.

(n) 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.

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

H-216-H002 LEVEL OF EFFORT-ALTERNATE I (NAVSEA) (OCT 2018)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B 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 2,423 hours per week. It is understood and agreed that the rate of man-hours per week 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 paragraphs.

(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 in Section B 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; an offer to undertake the acceleration at no increase in the

estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours 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 a signed contract modification 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 Section B 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, determined adequate by the Administrative Contracting Officer, 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 Defense Contract Audit Agency office to which vouchers are submitted:

(1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours;

(2) a breakdown of this compensated 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. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor 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 at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019)

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels

g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist
Depending on the material involved, materials such as these can present physical hazards and or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Fire Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material; therefore, the following precautions should be taken:

a. Obey signs, directions and warning labels;

b. Do not use unknown or labeled materials;

c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;

d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows: (insert applicable name and code).

Section I - Contract Clauses

SECTION I CONTRACT CLAUSES

I.1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS STATUS

For the purpose of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation on which it is bidding on Government contracts, and qualified as a small business under the size standards in this Solicitation, shall be based on the status of said concern at the time of Task Order proposal submission and as further determined in accordance with C.8 Task Order Process of the basic contract.

I.2 CLAUSES INCORPORATED BY REFERENCE

52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JULY 2016
52.210-1	MARKET RESEARCH	APR 2011
52.216-8	FIXED FEE	JUN 2011
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2019-O0003)	JAN 2019
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV 2011
52.219-14	LIMITATION ON SUBCONTRACTING (DEVIATION 2020-O0008 Rev 1)	APR 2020
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.224-3	PRIVACY TRAINING	JAN 2017
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-5	PAYMENTS TO SMALL BUSINESS SUB-CONTRACTORS	JAN 2017
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
252.203-7004	DISPLAY OF HOTLINE POSTERS	OCT 2016
252.204-7004	ANTITERRORISM AWARENESS TRAINING CONTRACTORS	FEB 2019
252.222-7002	COMPLIANCE WITH LOCAL LAWS (OVERSEAS)	JUN 1997
252.225-7041	CORRESPONDENCE IN ENGLISH LANGUAGE	JUN 1997
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL	FEB 2014
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB 2014
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC 1991
252.233-7001	CHOICE OF LAWS (OVERSEAS)	JUN 1997
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	JAN 2015

I.3 CLAUSES INCORPORATED BY FULL TEXT

Note: Regarding 52.244-2 - SUBCONTRACTS (OCT 2010), 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.

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 websites) 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.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of

Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit Contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Sub-contractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this

paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

52.217-9 VAR I OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION I) (OCT 2018)

(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
2100, 3100, 4100	No later than 12 months after Task Order POP start date
2200, 3200, 4200	No later than 24 months after Task Order POP start date
2300, 3300, 4300	No later than 36 months after Task Order POP start date
2400, 3400, 4400	No later than 48 months after 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 I", 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.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

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

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

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

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

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

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

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

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

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

affected contract; and

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

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 days__calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 days____ (to be

negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs(d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR subpart 2.1, entered into by a Sub-contractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

All

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed Sub-contractor.

(iv) The proposed subcontract price.

(v) The Sub-contractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The Sub-contractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the Sub-contractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the Sub-contractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the Sub-contractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated;

and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

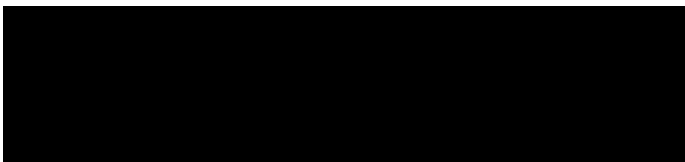
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c) (4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-contractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs(c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:



252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its Sub-contractors, if performing or traveling outside the United States under this contract, shall?

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or Sub-contractor is a U.S. entity;
- (2) Ensure that Contractor and Sub-contractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and Sub-contractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and Sub-contractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States;

and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and Sub-contractor personnel.

(c) The requirements of this clause do not apply to any Sub-contractor that is

- (1) A foreign government;
- (2) A representative of a foreign government;

or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view)).

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Naval Surface Warfare Center Dahlgren Division under Contract No. (Contracting agency(ies) contract number(s)).

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Naval Surface Warfare Center Dahlgren Division

252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-00008)

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-00008)(JUN 2016)

(a) Definitions. As used in this clause-

"Combatant Commander" means the Commander of the United States Africa Command (USAFRICOM).

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct

vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

"U.S. Africa Command (USAFRICOM) area of responsibility," as used in this clause, means-

- (1) The entire continent of Africa, excluding Egypt;
- (2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and
- (3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40'S/068°E, and west to the African coast at 01°40'S.

(b) General.

(1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.

(2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.

(3) Contract performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because-

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non-CAAF who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for

life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under-

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following-

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>; and

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to-

(i) Hold their own identity or immigration documents, such as passport or driver's license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

(vi) Have a copy of their employment contract in a language they understand;

(vii) Receive wages that are not below the legal in-country minimum wage;

(viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All such personnel deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all such personnel. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that-

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF and, as specified in the statement of work, non-CAAF personnel shall-

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data. The Contractor shall-

(1) Use the SPOT web-based system, or its successor, to account for-

(i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and

(iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.

(2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to

maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

- (1) If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
 - (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
 - (iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force-protection policies; and
 - (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USAFRICOM area of responsibility.
 - (1) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

252.229-7003 Tax Exemptions (Italy)

TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): 80156020630

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972.

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

252.229-7004 Status of Contractor as a Direct Contractor (Spain)

STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN) (JUN 1997)

(a) Direct Contractor, as used in this clause, means an individual, company, or entity with whom an agency of the United States Department of Defense has executed a written agreement that allows duty-free import of equipment, materials, and supplies into Spain for the construction, development, maintenance, and operation of Spanish-American installations and facilities.

(b) The Contractor is hereby designated as a Direct Contractor under the provisions of Complementary Agreement 5, articles 11, 14, 15, 17, and 18 of the Agreement on Friendship, Defense and Cooperation between the United States Government and the Kingdom of Spain, dated July 2, 1982. The Agreement relates to contracts to be performed in whole or part in Spain, the provisions of which are hereby incorporated into and made a part of this contract by reference.

(c) The Contractor shall apply to the appropriate Spanish authorities for approval of status as a Direct Contractor in order to complete duty-free import of non-Spanish equipment, materials, and supplies represented as necessary for contract performance by the Contracting Officer. Orders for equipment, materials, and supplies placed prior to official notification of such approval shall be at the Contractor's own risk. The Contractor must submit its documentation in sufficient time to permit processing by the appropriate United States and Spanish Government agencies prior to the arrival of the equipment, materials, or supplies in Spain. Seasonal variations in processing times are common, and the Contractor should program its projects accordingly. Any delay or expense arising directly or indirectly from this process shall not excuse untimely performance (except as expressly allowed in other provisions of this contract), constitute a direct or constructive change, or otherwise provide a basis for additional compensation or adjustment of any kind.

(d) To ensure that all duty-free imports are properly accounted for, exported, or disposed of, in accordance with Spanish law, the Contractor shall obtain a written bank letter of guaranty payable to the Treasurer of the United States, or such other authority as may be designated by the Contracting Officer, in the amount set forth in Paragraph (g) of this clause, prior to effecting any duty-free imports for the performance of this contract.

(e) If the Contractor fails to obtain the required guaranty, the Contractor agrees that the Contracting Officer may withhold a portion of the contract payments in order to establish a fund in the amount set forth in Paragraph (g) of this clause. The fund shall be used for the payment of import taxes in the event that the Contractor fails to properly account for, export, or dispose of equipment, materials, or supplies imported on a duty-free basis.

(f) The amount of the bank letter of guaranty or size of the fund required under Paragraph (d) or (e) of this clause normally shall be 5 percent of the contract value. However, if the Contractor demonstrates to the Contracting Officer's satisfaction that the amount retained by

the United States Government or guaranteed by the bank is excessive, the amount shall be reduced to an amount commensurate with contingent import tax and duty-free liability. This bank guaranty or fund shall not be released to the Contractor until the Spanish General Directorate of Customs verifies the accounting, export, or disposition of the equipment, material, or supplies imported on a duty-free basis.

(g) The amount required under Paragraph (d), (e), or (f) of this clause is (Contracting Officer insert amount at time of contract award).

(h) The Contractor agrees to insert the provisions of this clause, including this Paragraph (h), in all subcontracts.

252.229-7005 Tax Exemptions (Spain)

TAX EXEMPTIONS (SPAIN) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes:

- (1) Derechos de Aduana (Customs Duties).
- (2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports).
- (3) Transmisiones Patrimonialas (Property Transfer Tax).
- (4) Impuesto Sobre el Lujo (Luxury Tax).
- (5) Actos Juridicos Documentados (Legal Official Transactions).
- (6) Impuesto Sobre el Trafico de Empresas (Business Trade Tax).
- (7) Impuestos Especiales de Fabricacion (Special Products Tax).
- (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By-Products).
- (9) Impuesto Sobre el Uso de Telefona (Telephone Tax).
- (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax).
- (11) Impuesto Industrial (Industrial Tax).
- (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax).
- (13) Plus Vailia (Increase on Real Property).
- (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax).
- (15) Contribucion Territorial Rustica y Pecuaria (Farmland Real Estate Tax).
- (16) Impuestos de la Diputacion (County Service Charges).
- (17) Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges).

252.229-7006 Value Added Tax Exclusion (United Kingdom)

VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011)

The supplies or services identified in this contract are to be delivered at a price exclusive of value added tax under arrangements between the appropriate United States authorities and Her Majesty s Revenue and Customs (HMRC Reference Notice 431, entitled Relief from Customs Duty and/or Value Added Tax on United States Government Expenditures in the United Kingdom). By executing this contract, the Contracting Officer certifies that these supplies or services are being purchased for United States Government official purposes only.

252.229-7007 Verification of United States Receipt of Goods

VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997)

The Contractor shall insert the following statement on all Material Inspection and Receiving Reports (DD Form 250 series) for Contracting Officer approval:

I certify that the items listed on this invoice have been received by the United States.

252.229-7008 Relief from Import Duty (United Kingdom)

RELIEF FROM IMPORT DUTY (UNITED KINGDOM) (DEC 2011)

Any import dutiable articles, components, or raw materials supplied to the United States Government under this contract shall be exclusive of any United Kingdom import duties. Any imported items supplied for which import duty already has been paid will be supplied at a price exclusive of the amount of import duty paid. The Contractor is advised to contact Her Majesty's Revenue and Customs to obtain a refund upon completion of the contract (Reference HMRC Notice No. 431, entitled Relief from Customs Duty and/or Value Added Tax on United States Government Expenditures in the United Kingdom).

252.229-7012 Tax Exemptions (Italy)—Representation

TAX EXEMPTIONS (ITALY)—REPRESENTATION (MAR 2012)

(a) Exemptions. The United States Government is exempt from payment of—

(1) Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy; and

(2) The other taxes specified in Paragraph (c) of the clause DFARS 252.229-7003, Tax Exemptions (Italy).

(b) Representation. By submission of its offer, the Offeror represents that the offered price, including the prices of subcontracts to be awarded under the contract, does not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

252.229-7013 Tax Exemptions (Spain)—Representation

TAX EXEMPTIONS (SPAIN)—REPRESENTATION (APR 2012)

(a) Exemptions. In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the resultant contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the excise, luxury, and transaction taxes listed in Paragraph (b) of the clause DFARS 252.229-7005, Tax Exemptions (Spain).

(b) Representation. By submission of its offer, the Offeror represents that the offered price, including the prices of subcontracts to be awarded under the contract, does not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause—

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital

services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in Attachment J.9, Essential Contractor Services, dated 7 May 2020.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization.

Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement Contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for Sub-contractor use of Government supply sources. The Contracting Officer will not grant authorizations for Sub-contractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

Section J - List of Attachments

Section J - Distribution List

Contractor: Lori Wilson: [REDACTED]

COR: Michael Quann: [REDACTED]

Technical POC: Matthew Spruil [REDACTED]

Financial POC: MIPR Funding

CLIN/SLIN: 2000AB

3000AB

Debbie Morrow: [REDACTED]

Attachment Number	File Name	Description
Exhibit A	CDRLsPortfolio_signed.pdf	Exhibit A CDRLs
J.1 Final DD254	_DD254_signed.pdf	J.1 Bidding DD 254
J.10 Mission Essen	J.10 Mission Essential Contractor Services.docx	J.10 Mission Essential Contractor Services
J.2 QASP	J.2 _QASP.pdf	J.2 QASP
J.3 Placeholder	J.3 COR Appt Placeholder.pdf	J.3 COR Appointment Placeholder
J.4 Key Personnel	J.4 _Key Personnel_Rev1.pdf	J.4 Key Personnel_Rev1
J.5 GFP	J.5 Government_Furnished_Property.xlsx	J.5 Government Furnished Property
J.6 eCraft	J.6 eCRAFT Labor Category Crosswalk.docx	J.6 eCraft Crosswalk
J.7 Applicable Doc	J.7 List of Applicable Documents.pdf	J.7 List of Applicable Documents