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GENERAL INFORMATION

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

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

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

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,597,027.15 by \$3,000.00 to \$2,600,027.15.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
9100AS	O&MN,N	0.00	3,000.00	3,000.00

The total value of the order is hereby increased from \$5,491,045.00 by \$0.00 to \$5,491,045.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
9100AA	572,956.00	(3,000.00)	569,956.00
9100AS	0.00	3,000.00	3,000.00

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

CLIN/SLIN	From	To
9100AS		4/20/2018 - 1/31/2019

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		Base Period - Undersea Warfare (USW) Fleet support services in accordance with Section C. (See Note 1) (Funding Type - TBD)					\$1,892,746.00
7000AA	K019	Holding SLIN for CLIN 7000 (Funding Type - TBD) (Fund Type - TBD) (Fund Type - TBD)	5001.0	LH	\$462,743.02	\$19,880.48	\$482,623.50
7000AB	K019	Award; Increment of funds for WBS 5.1.7.1 support; \$25,000; ACRN: AA (OPN)	259.0	LH	\$23,970.00	\$1,030.00	\$25,000.00
7000AC	K019	Award; Increment of funds for WBS 5.1.6.1 support; \$50,000; ACRN: AB (OPN)	518.0	LH	\$47,940.00	\$2,060.00	\$50,000.00
7000AD	K019	Award; Increment of funds for WBS 5.1.6.5 support; \$50,000; ACRN: AC (OPN)	518.0	LH	\$47,940.00	\$2,060.00	\$50,000.00
7000AE	K019	Mod 2; Increment of funds for WBS 5.1.7.1 support; \$55,000; ACRN: AD (OPN)	570.0	LH	\$52,734.00	\$2,266.00	\$55,000.00
7000AF	K019	Mod 2; 10 U.S.C. 2410a authority is being invoked; Increment of funds for labor WBS 5.1.7.1; \$5,935; ACRN: AE (OPN)	61.0	LH	\$5,691.00	\$244.00	\$5,935.00
7000AG	K019	Mod 3; Increment of funds for WA 1, WBS 5.1.6.1; \$67,000; ACRN: AF (OPN)	694.0	LH	\$64,240.00	\$2,760.00	\$67,000.00
7000AH	K019	Mod 3; Increment of funds for labor W.A. 1, WBS 5.1.7.1; \$15,000; ACRN: AG (OPN)	155.0	LH	\$14,382.00	\$618.00	\$15,000.00
7000AJ	L019	Mod 3; 10 USC 2410a authority is being invoked; Increment of funds for labor WA 1, WBS 5.1.6.2; \$30,000; ACRN: AH; Mod 5; 10 USC 2410a authority is being invoked; Plus-up of Mod 3 funds for WBS 5.1.6.2; \$40,000; ACRN: AH; Mod 18; De-obligation of \$19,553.25, \$50,446.75 remains (O&MN,N)	523.0	LH	\$48,368.72	\$2,078.03	\$50,446.75
7000AK	K019	Mod 3; Increment of funds for labor WA 1, WBS 5.1.3.2; \$47,000; ACRN: AJ (OPN)	487.0	LH	\$45,064.00	\$1,936.00	\$47,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000AL	K019	Mod 4; 10 U.S.C. 2410a authority is being invoked; Increment of funds for labor WA 1, WBS 5.1.6.6; \$67,000; ACRN: AK Mod 16; De-obligates \$31.90 no longer needed for performance, \$66,968.10 remains. (OPN)	694.0	LH	\$64,209.51	\$2,758.59	\$66,968.10
7000AM	K019	Mod 4; Increment of funds for labor WA 1, WBS 5.1.6.5; \$10,000; ACRN: AL (OPN)	104.0	LH	\$9,588.00	\$412.00	\$10,000.00
7000AN	K019	Mod 5; Increment of funds for labor in support W.A. 1 MCWL Expeditionary Applications, WBS 5.1.6.4; \$32,000; ACRN: AM Mod 16; De-obligation of \$3,573.03 no longer needed for performance, \$28,426.97 remains. (SCN)	295.0	LH	\$27,255.99	\$1,170.98	\$28,426.97
7000AP	K019	Mod 5; 10 U.S.C. 2410a authority is being invoked; Increment of funds for labor W.A. 1, WBS 5.1.6.1; \$56,380; ACRN: AN (OPN)	584.0	LH	\$54,058.00	\$2,322.00	\$56,380.00
7000AQ	K019	Mod 5; Increment of funds for labor W.A. 1, WBS 5.1.6.1; \$67,033; ACRN: AP (OPN)	695.0	LH	\$64,272.00	\$2,761.00	\$67,033.00
7000AR	K019	Mod 5; Increment of funds for labor W.A. 1, WBS 5.1.6.3; \$227,500; ACRN: AQ; Mod 12: De-obligation of funds from SLIN -\$40,000, \$187,500 remaining (OPN)	1943.0	LH	\$179,776.00	\$7,724.00	\$187,500.00
7000AS	K019	Mod 6; 10 USC 2410a authority is being invoked; Increment of funds for labor support, W.A. 1, WBS 5.1.7.1; \$65,000; ACRN: AR (O&MN,N)	674.0	LH	\$62,322.00	\$2,678.00	\$65,000.00
7000AT	K019	Mod 6; Increment of funds for labor support, W.A. 1, WBS 5.1.6.4; \$45,000; ACRN: AS Mod 16; De-obligates \$9,787.70 no longer needed for performance, \$35,212.30 remains. (SCN)	365.0	LH	\$33,761.82	\$1,450.48	\$35,212.30
7000AU	K019	Mod 7; Increment of funds for labor, W.A. 1, WBS 5.1.7.1; \$125,750; ACRN: AT Mod 16; De-obligates \$16,478.41 no longer needed for performance, \$109,271.59 remains. (OPN)	1132.0	LH	\$104,770.42	\$4,501.17	\$109,271.59
7000AW	L019	Mod 7; 10 U.S.C. 2410a authority is being invoked; Increment of funds for labor, WA 1, WBS 5.1.15; \$10,000;	0.0	LH	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		ACRN: AV; Mod 12: De-obligation of funds from SLIN -\$10,000, \$0.00 remaining (O&MN,N)					
7000AX	K019	Mod 8; Increment of funds for labor, WBS 5.1.6.3; \$24,282; ACRN: AW Mod 18; De-obligation of \$671.75, \$23,610.25 remains (OPN)	245.0	LH	\$22,637.68	\$972.57	\$23,610.25
7000AY	K019	Mod 8; 10 USC 2410(a) authority is being invoked; Increment of funds for labor, WBS 5.1.6.1; \$9,550; ACRN: AX (OPN)	99.0	LH	\$9,157.00	\$393.00	\$9,550.00
7000AZ	K019	Mod 8; Increment of funds for labor, WBS 5.1.7.1; \$9,090; ACRN: AY (OPN)	94.0	LH	\$8,716.00	\$374.00	\$9,090.00
7000BA	K019	Mod 8; Increment of funds for labor, WBS 5.1.3.2; \$3,000; ACRN: AZ (SCN)	31.0	LH	\$2,876.00	\$124.00	\$3,000.00
7000BB	K019	Mod 9; Increment of funds for WBS 5.1.6.4 support; \$93,000; ACRN: BA Mod 12: De-obligation of funds from SLIN -\$90,000, \$3,000 remaining Mod 18; De-obligation of \$3,000, \$0 remains (SCN)	0.0	LH	\$0.00	\$0.00	\$0.00
7000BC	K019	Mod 9; 10 USC 2410(a) authority is being invoked; Increment of funds for WBS 5.1.6.5 support; \$102,868; ACRN: BB (OPN)	1066.0	LH	\$98,631.00	\$4,237.00	\$102,868.00
7000BD	K019	Mod 9; Increment of funds for labor WBS 5.1.6.5; \$26,000; ACRN: BC Mod 18; De-obligation of \$11,388.43, \$14,611.57 remains (OPN)	151.0	LH	\$14,009.68	\$601.89	\$14,611.57
7000BE	K019	Mod 10; Increment of fund for labor, WBS 5.1.6.1; \$268,053; ACRN: BD Mod 18; De-obligation of \$48,275.57, \$219,777.43 remains (OPN)	2277.0	LH	\$210,724.24	\$9,053.19	\$219,777.43
7000BF	L020	Mod 10; 10 USC 2410(a) authority is being invoked; Increment of funds for labor, WBS 5.1.7; \$9,200; ACRN: BE (O&MN,N)	95.0	LH	\$8,821.00	\$379.00	\$9,200.00
7000BG	K019	Mod 10; Increment of funds for labor, WBS 5.1.3.2; \$47,000; ACRN: BF Mod 12: De-obligation of funds from SLIN -\$18,691, \$28,309 remaining Mod 18; De-obligation of \$9,051.99, \$19,257.01 remains (SCN)	200.0	LH	\$18,463.77	\$793.24	\$19,257.01

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000BH	R425	Mod 10; FMS Case No. FMS-JAPFTY; Increment of funds for labor, WBS 5.1.12.4; \$15,173; ACRN: BG Mod 18; De-obligation of \$7,188.47, \$7,984.53 remains (FMS Case #JA-P-FTY)	83.0	LH	\$7,655.63	\$328.90	\$7,984.53
7000BJ	R425	Mod 10; FMS Case No. FMS-JAPFTY; Increment of funds for labor, WBS 5.1.12.4; \$35,000; ACRN: BG Mod 12: De-obligation of funds from SLIN -\$30,000, \$5,000 remaining Mod 18; De-obligation of \$5,000, \$0 remains (FMS Case #JA-P-FTY)	0.0	LH	\$0.00	\$0.00	\$0.00
7000BK	K019	Mod 10; Increment of funds for labor, WBS 5.1.7.4; \$40,000; ACRN: BH Mod 18; De-obligation of \$40,000, \$0 remains (OPN)	0.0	LH	\$0.00	\$0.00	\$0.00
7000BL	K019	Mod 11; Increment of funds for labor, WBS 5.1.6.5; \$92,422; ACRN: BJ Mod 12: De-obligation of funds from SLIN -\$65,000, \$27,422 remaining Mod 18; De-obligation of \$27,422, \$0 remains (OPN)	0.0	LH	\$0.00	\$0.00	\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverable for Base Period, IAW Exhibit A, CDRLS (See Note 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Period 1 - Undersea Warfare (USW) Fleet support services in accordance with Section C. (See Note 1 and 2) (Funding Type - TBD)					\$2,097,944.00
7100AA	K019	Holding SLIN for CLIN 7100 (Funding Type - TBD) (Fund Type - TBD) (Fund Type - TBD)	13737.0	LH	\$1,283,880.00	\$51,019.00	\$1,334,899.00
7100AB	L019	Mod 13; 10 USC 2410(a) authority is being invoked; Increment of funds for Option Exercise; Labor, W.A.	239.0	LH	\$22,361.00	\$889.00	\$23,250.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		1, WBS 5.1.6.3; \$23,250; ACRN: BK (O&MN,N)					
7100AC	K019	Mod 13; Increment of funds for labor W.A. 1, WBS 5.1.6.3; \$30,000; ACRN: BL (OPN)	309.0	LH	\$28,853.00	\$1,147.00	\$30,000.00
7100AD	L019	Mod 13; 10 USC 2410(a) authority is being invoked; Increment of funds for labor, W.A. 1, WBS 5.1.6.2; \$24,375; ACRN: BM (O&MN,N)	251.0	LH	\$23,443.00	\$932.00	\$24,375.00
7100AE	K019	Mod 13; Increment of funds for labor, W.A. 1, WBS 5.1.6.1; \$93,750; ACRN: BN (OPN)	965.0	LH	\$90,167.00	\$3,583.00	\$93,750.00
7100AF	K019	Mod 13; Increment of funds for labor, W.A. 1, WBS 5.1.7; \$25,453; ACRN: BP (OPN)	262.0	LH	\$24,480.00	\$973.00	\$25,453.00
7100AG	L019	Mod 13; 10 USC 2410(a) authority is being invoked; Increment of funds for labor, W.A. 1, WBS 5.1.6.5; \$5,000; ACRN: BQ (OPN)	51.0	LH	\$4,809.00	\$191.00	\$5,000.00
7100AH	K019	Mod 14; 10 USC 2410(a) authority is being invoked; Increment of funds for labor, WBS 5.1.6.5; \$53,000; ACRN: BR (OPN)	545.0	LH	\$50,974.00	\$2,026.00	\$53,000.00
7100AJ	K019	Mod 14; 10 USC 2410(a) authority is being invoked; Increment of funds for labor, WBS 5.1.6.3; \$ 267,743; ACRN: BS (OPN)	2755.0	LH	\$257,510.00	\$10,233.00	\$267,743.00
7100AK	K019	Mod 14; Increment of fund for labor, WBS 5.1.3.2; \$23,691; ACRN: AK (SCN)	228.0	LH	\$21,343.00	\$848.00	\$22,191.00
7100AL	K019	Mod 14; Increment of funds for labor, WBS 5.1.6.4; \$120,000; ACRN: BA (SCN)	1235.0	LH	\$115,414.00	\$4,586.00	\$120,000.00
7100AM	K019	Mod 15; Increment of funds for labor, WBS 5.1.6.5; \$20,000; ACRN: BU 10 U.S.C. 2410(a) Authority is being invoked. (WCF)	206.0	LH	\$19,236.00	\$764.00	\$20,000.00
7100AN	K019	Mod 16; Increment of funds for labor, W.A. 1, WBS 5.1.6.1; \$27,783; ACRN: BV (OPN)	286.0	LH	\$26,721.00	\$1,062.00	\$27,783.00
7100AP	L019	Mod 17; 10 USC 2410(a) authority is being invoked; Increment of funds for	51.0	LH	\$4,809.00	\$191.00	\$5,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		labor, WBS 5.1.6.2; \$5,000; ACRN: BW (O&MN,N)					
7100AQ	K019	Mod 18; Increment of funds for labor, WBS 5.1.6.1; \$20,000; ACRN: BX (OPN)	206.0	LH	\$19,236.00	\$764.00	\$20,000.00
7100AR	K019	Mod 18; 10 USC 2410(a) authority is being invoked; Increment of funds for labor, WBS 5.1.6.2; \$25,500; ACRN: BY (O&MN,N)	262.0	LH	\$24,525.00	\$975.00	\$25,500.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Data Deliverable for Option Period 1, IAW Exhibit A, CDRLS (See Note 2 and 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Period 2 - Undersea Warfare (USW) Fleet support services in accordance with Section C. (See Note 1 and 2) (Funding Type - TBD)				\$2,312,904.00	
7200AA	K019	Holding SLIN for CLIN 7200 (Funding Type - TBD) (Fund Type - TBD) (Fund Type - TBD) Option	23510.0	LH	\$2,221,228.00	\$91,676.00	\$2,312,904.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverable for Option Period 2, IAW Exhibit A, CDRLS (See Note 2 and 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Period 3 - Undersea Warfare (USW) Fleet support services in accordance with Section C. (See Note 1 and				\$2,371,233.00	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		2) (Funding Type - TBD)					
7300AA	K019	Holding SLIN for CLIN 7300 (Funding Type - TBD) (Fund Type - TBD) (Fund Type - TBD)	23510.0	LH	\$2,276,953.00	\$94,280.00	\$2,371,233.00
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverable for Option Period 3, IAW Exhibit A, CDRLS (See Note 2 and 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Period 4 - Undersea Warfare (USW) Fleet support services in accordance with Section C. (See Note 1 and 2) (Funding Type - TBD)				\$2,431,714.00	
7400AA	K019	Holding SLIN for CLIN 7400 (Funding Type - TBD) (Fund Type - TBD) (Fund Type - TBD)	23510.0	LH	\$2,334,757.00	\$96,957.00	\$2,431,714.00
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverable for Option Period 4, IAW Exhibit A, CDRLS (See Note 2 and 4).	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000		ODC in support of CLIN 7000 (See Note 3)				\$753,790.00	
9000AA	K019	Holding SLIN for ODCs in support of CLIN 7000 (Fund Type - TBD)	1.0	LO	\$503,539.35		
9000AC	K019	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$10,000.00		
9000AD	K019	ODC in support of CLIN 7000 Mod 16; De-obligation of \$927.71 no longer needed for performance, \$2,072.29 remains. (OPN)	1.0	LO	\$2,072.29		

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000AE	K019	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$5,000.00
9000AG	K019	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$33,000.00
9000AJ	L019	10 USC 2410a authority is being invoked; ODC in support of CLIN 7000 Mod 18; De-obligation of \$35,817.47, \$19,182.53 remains (O&MN,N)	1.0	LO	\$19,182.53
9000AK	K019	ODC in support of CLIN 7000; Mod 16; De-obligation of \$345.76 no longer needed for performance, \$2,654.24 remains. (OPN)	1.0	LO	\$2,654.24
9000AL	K019	10 USC 2410a authority is being invoked; ODC in support of CLIN 7000; Mod 16; De-obligation of \$3,417.14 no longer needed for performance, \$13,582.86 remains. (OPN)	1.0	LO	\$13,582.86
9000AP	K019	10 U.S.C. 2410a authority is being invoked; ODC in support of CLIN 7000 (OPN)	1.0	LO	\$27,770.00
9000AQ	K019	ODC in support of CLIN 7000 (OPN)	1.0	LO	\$28,730.00
9000AR	K019	ODC in support of CLIN 7000; Mod 16; De-obligation of \$20,058.04 no longer needed for performance, \$77,441.96 remains. (OPN)	1.0	LO	\$77,441.96
9000AS	K019	10 USC 2410a authority is being invoked; ODC in support of CLIN 7000 Mod 16; De-obligation of \$599.95 no longer needed for performance, \$4,400.05 remains. (O&MN,N)	1.0	LO	\$4,400.05
9000AT	K019	ODC in support of CLIN 7000 Mod 18; De-obligation of \$6,372.12, \$8,627.88 remains (SCN)	1.0	LO	\$8,627.88
9000AU	K019	ODC in support of CLIN 7000 Mod 18; De-obligation of \$10,000, \$0 remains (OPN)	1.0	LO	\$0.00
9000AV	K019	Mod 7; Increment of funds for ODCs; WA 1, WBS 5.1.3.2 Mod 18; De-obligation of \$4,329.62, \$188.38 remains (WCF)	1.0	LO	\$188.38
9000AX	K019	ODC in support of CLIN 7000 Mod 18; De-obligation of \$3,497.27, \$6,502.73 remains (OPN)	1.0	LO	\$6,502.73
9000BB	K019	ODC in support of CLIN 7000; Mod 12: De-obligates \$30,000, \$11,000 remaining Mod 18; De-obligation of \$11,000, \$0 remains (SCN)	1.0	LO	\$0.00
9000BC	K019	10 USC 2410(a) authority is being invoked; ODC in support of CLIN 7000 Mod 12: De-obligates \$75,741, \$0.00 remaining (OPN)	1.0	LO	\$0.00
9000BD	K019	ODC in support of CLIN 7000 Mod 12: De-obligates \$5,000, \$6,634 remaining Mod 18; De-obligation of \$6,634, \$0 remains (OPN)	1.0	LO	\$0.00
9000BE	K019	ODC in support of CLIN 7000; Mod 12: De-obligates \$28,783, \$86,217 remains Mod 18; De-obligation of \$75,119.27, \$11,097.73 remains (OPN)	1.0	LO	\$11,097.73
9000BG	K019	ODC in support of CLIN 7000; Mod 12: De-obligates \$5,000, \$0.00 remaining (SCN)	1.0	LO	\$0.00
9000BH	R425	ODC in support of CLIN 7000 Mod 12: De-obligates \$10,000, \$0.00 remaining (FMS Case #JA-P-FTY)	1.0	LO	\$0.00
9000BJ	R425	ODC in support of CLIN 7000 Mod 18; De-obligation of \$5,000, \$0 remains (FMS Case #JA-P-FTY)	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000BK	K019	ODC in support of CLIN 7000 Mod 18; De-obligation of \$5,000, \$0 remains (OPN)	1.0	LO	\$0.00
9000BL	K019	ODC in support of CLIN 7000 Mod 18; De-obligation of \$40,000, \$0 remains (OPN)	1.0	LO	\$0.00
9100		ODC in support of CLIN 7100 (See Note 2 & 3)			\$746,565.00
9100AA	K019	Holding SLIN for ODCs in support of CLIN 7100 (Fund Type - TBD)	1.0	LO	\$569,956.00
9100AB	L019	10 USC 2410(a) authority is being invoked; ODC in support of CLIN 7100 (O&MN,N)	1.0	LO	\$7,750.00
9100AC	K019	ODC in support of CLIN 7100 (OPN)	1.0	LO	\$10,000.00
9100AD	L019	10 USC 2410(a) authority is being invoked; ODC in support of CLIN 7100 (O&MN,N)	1.0	LO	\$8,125.00
9100AE	K019	ODC in support of CLIN 7100 (OPN)	1.0	LO	\$31,250.00
9100AF	K019	ODC in support of CLIN 7100 (OPN)	1.0	LO	\$8,484.00
9100AH	K019	ODC in support of CLIN 7100; 10 USC 2410(a) authority is being invoked; (OPN)	1.0	LO	\$10,000.00
9100AJ	K019	ODC in support of CLIN 7100; 10 USC 2410(a) authority is being invoked; (OPN)	1.0	LO	\$72,000.00
9100AK	K019	ODC in support of CLIN 7100; (SCN)	1.0	LO	\$1,500.00
9100AM	K019	ODC in support of CLIN 7100; 10 USC 2410(a) authority is being invoked; (WCF)	1.0	LO	\$7,000.00
9100AN	K019	ODC in support of CLIN 7100 (OPN)	1.0	LO	\$5,500.00
9100AQ	K019	ODC in support of CLIN 7100 (OPN)	1.0	LO	\$5,000.00
9100AR	K019	ODC in support of CLIN 7100; 10 USC 2410(a) authority is being invoked (O&MN,N)	1.0	LO	\$7,000.00
9100AS	K020	Mod 19; 10 USC 2410(a) authority is being invoked; Increment of funds for ODCs, W.A. 5.1.6.5; \$3,000; ACRN: BZ (O&MN,N)	1.0	LO	\$3,000.00
9200		ODC in support of CLIN 7200 (See Note 2 & 3)			\$730,315.00
9200AA	K019	Holding SLIN for ODCs in support of CLIN 7200 (Fund Type - TBD)	1.0	LO	\$730,315.00
		Option			
9300		ODC in support of CLIN 7300 (See Note 2 & 3)			\$826,220.00
9300AA	K019	Holding SLIN for ODCs in support of CLIN 7300 (Fund Type - TBD)	1.0	LO	\$826,220.00
		Option			
9400		ODC in support of CLIN 7400 (See Note 2 & 3)			\$837,635.00
9400AA	K019	Holding SLIN for ODCs in support of CLIN 7400 (Fund Type - TBD)	1.0	LO	\$837,635.00
		Option			

NOTE 1: LABOR HOURS

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

NOTE 2: OPTION CLAUSE

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

NOTE 3: OTHER DIRECT COSTS (ODCs)

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

NOTE 4: NOT SEPARATELY PRICED

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

B.1 USE OF WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

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

Items in the 7xxx series are cost plus fixed fee type.

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

Items in the 9xxx series are cost only, excluding fee.

B.3 ADDITIONAL CLINS

Additional CLINs and SLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall level of effort or value of the Task Order.

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

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

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

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

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.6 HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

B.7 HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent

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said option is exercised.

B.8 FIXED FEE

The following table reflects the hourly rate to be billed for fee(s) in accordance with HQ B-2-0015, Payment of Fee(s) (Level of Effort - Alternate I):

CLIN	Fixed Fee \$ Amount	Number of Labor-Hours (LH)	Rate (Fee per LH)
Base (CLIN 7000)	\$ 77,967	19,613	\$ 3.98
Option 1 (CLIN 7100)	\$ 80,182	21,590	\$ 3.71
Option 2 (CLIN 7200)	\$ 91,676	23,510	\$ 3.90
Option 3 (CLIN 7300)	\$ 94,280	23,510	\$ 4.01
Option 4 (CLIN 7400)	\$ 96,957	23,510	\$ 4.12

B.9 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)

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

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

B.10 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B.11 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

C.1 BACKGROUND

This Task Order provides fleet support test, training and troubleshooting services for deployed and developmental Surface Ship Undersea Warfare (USW) tactical combat systems supported by the Maritime Warfare Control Systems Division (H20), of the Weapons Control and Integration Department (H), for the Naval Surface Warfare Center Dahlgren Division (NSWCDD). The Maritime Warfare Control Systems Division provides engineering and technical support for numerous Navy and Marine Corps programs for multiple sponsors, including Integrated Warfare Systems (IWS) 5 – Undersea Systems.

C.2 SCOPE

The Contractor shall provide fleet support test, training, and troubleshooting services for USW deployed and developmental tactical combat systems supported by NSWCDD H20 Division. Technical support areas shall include Weapon Systems Control and Command and Control, for US and US provided Foreign Military Sales (FMS) USW tactical combat systems.

C.3 APPLICABLE DOCUMENTS

- NAVSEA WCDET PAC TM 04-16 Fire Control Qualification Manual (U), October 2004
- Surface Force Training Manual, COMNAVSURFORINST 3502.1D CH-1 (U), October 2008
- Combat System Ship Qualification Trials for Surface Ships, NAVSEAINST 9090.1C (U), August 2006
- COMNAVSURFORINST 3502.1D Surface Force Training Manual 1 Jul 07
- COMNAVSURFPAC/COMNAVSURFLANT Instruction 3361.1 Anti-Submarine Warfare Qualification Program 6 May 11
- NSWC Headquarters Instruction 4790.1 Naval Surface Warfare Center (NSWC) AIT Installation And Shipboard Work 12 March 2012
- Joint Fleet Maintenance Manual - REV C Change, COMUSFLTFORCOMINST 4790.3

C.4 REQUIREMENTS

C.4.1 Fleet Support Services, Fleet Test Support, and Fleet Training Support

C.4.1.1 The Contractor shall conduct or participate in USW tactical combat system ship-based and land-based training, certification and evaluation events. This shall include System Integration Test Site Training, System Consolidated Operability Test (SCOT), Combined Environment Reliability Test (CERT), Combat System Ship Qualification Trials (CSSQT), Fleet Introduction Training (FIT), Initial Ship Training (IST), Initial Ship Familiarization (ISM), Mobile Team Training (MTT), Ship ASW Readiness/Effectiveness Measurement (SHAREM), System Qualification Tests (SQT), AEGIS Integration Events (AIE), Operational Tests (OT), Developmental Tests (DT), and Post CSSQT Analysis as well as emerging events the USW Program may need to support over the life of this effort.

C.4.1.2 The Contractor shall provide shipboard technical and training support to USW tactical combat systems, including troubleshooting, performance evaluation, and training of USW developmental systems and deployed systems. The Contractor shall conduct operation and maintenance training both shipboard and in land based training facilities for deployed USW tactical systems. The Contractor shall provide input to training manuals and materials for operation and maintenance of deployed USW tactical combat systems.

C.4.1.3 The Contractor shall support the creation and presentation of material describing how to effectively operate and maintain deployed USW tactical systems as a supplement to United States Navy formal training. (CDRLs A001, A002)

C.4.1.4 The Contractor shall provide tactical system operation for tactical and development hardware suites within

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NSWCDD Building 1470 for tests required to troubleshoot Fleet reported or USW tactical combat system development issues. The Contractor shall identify the test environment and tactical system configuration required to test the Fleet report or development issue. The Contractor shall plan test requirements, generate test plans and procedures, and provide test reports. (CDRLs A003, A004)

C.4.1.5 The Contractor shall provide technical and tactical operational support for USW In-Service tactical combat systems. The Contractor shall include participate in shipboard installation teams for USW systems that are completing the installation process and verifying installations are operating in accordance with the system requirements. The Contractor shall resolve fleet identified system issues and evaluate problems reported against the deployed systems in accordance with the current system requirements, as described by the Navy regional maintenance centers. The Contractor support shall include observing and software trouble reporting, response to fleet queries, and fleet safety advisories. (CDRL A005)

C.4.1.6 The Contractor shall provide land based and shipboard technical support to USW tactical combat systems, including MK432 Mod 6 Test Sets. The Contractor shall troubleshoot, repair, and calibrate shipboard systems. The Contractor shall include install Government furnished firmware and software on the shipboard systems, including Ordinance Alteration (ORDALT) 16874 for the MK 432 Mod 6 Test Sets. The Contractor shall identify the necessary parts for procurement in order to repair the shipboard systems. Identified parts will be procured by the Government.

C.4.1.7 The Contractor shall identify requirements and analyze solutions for new and existing baselines for USW tactical combat systems based upon system operational experience. The Contractor shall identify requirements and analyze solutions applicable to operator machine interface for USW tactical combat systems development in support of the USW Operator Machine Interface Working Group (OMIWG). (CDRL A006)

C.4.2 Task Order Management

C.4.2.1 Progress Report

The Contractor shall submit a Contracting Officer's Management Report. (CDRL A007)

C.4.2.2 In Process Reviews (IPR)

The Contractor shall participate in both formal and informal IPRs of work performed. The Government will schedule formal reviews in Government spaces. At the time the review is scheduled, the Government shall communicate the specific purpose of the review. The Contractor shall, within 60 days of the Task Order award date, conduct an initial IPR and follow an agenda agreed to by the Task Order's Contracting Officer's Representative (COR). Subsequent IPRs shall be held approximately every 90 days thereafter unless waived by the Government. (CDRL A008)

C.4.2.3 Task Prioritization Meeting

The Contractor shall participate in periodic Task Prioritization Meetings with the COR and Subject Matter Experts (SMEs). The purpose of these meetings is to convey the Government's technical program schedules and priorities and to identify corresponding task priorities for this order. The Contractor shall document meeting minutes of the meetings. (CDRL A009)

C.5 OTHER DIRECT COSTS

C.5.1 Travel

The Contractor may be required to travel in performance of this Task Order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and shall be pre-approved by the COR. The Contractor shall provide trip reports (CDRL A010). The following travel is anticipated:

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- Everett, WA
- Honolulu, HI
- Norfolk, VA
- San Diego, CA
- Yokosuka, Japan
- Mayport, FL
- Manassas, VA

C.6 GOVERNMENT FURNISHED EQUIPMENT, INFORMATION, AND MATERIALS

C.6.1 Government Furnished Office Space

The Government will provide office space in NSWCCD spaces on a full-time basis, as deemed necessary, for Contractor personnel. However, there is no requirement for Contractor personnel to sit on base and the Contractor is encouraged to consider cost-effective alternatives. Each office space shall include a desk, computer, chair, telephone, and printer access. It is estimated that eleven (11) spaces will be required to support the work described in the SOW. The labor categories and numbers are shown in the following table.

Labor Category	Number
Sr. USW Weapon System Control System Analyst	4
Sr. USW Command and Control System Analyst	3
USW Weapon System Control System Analyst	1
USW Command and Control System Analyst	1
Sr. USW Systems Engineer	1
USW Systems Engineer	1

C.6.2 Government Furnished Information

The Government will provide a copy of firmware and software as noted in C.4.1.6 during shipboard installation events.

C.7 MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements or provide a written plan detailing the necessary steps and the timeline to be taken in order to meet the mandatory requirements by time of award. In addition, mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1: Facility Security Clearance:

The Contractor's primary facility for supporting this Task Order is required to have a facility clearance of SECRET.

Requirement 2: Personnel Security Clearances:

All personnel providing technical support under this requirement must possess clearances at the SECRET level. Interim clearances are acceptable.

Requirement 3: Professional Certifications

Personnel proposed in the follow categories must possess professional certifications: The Senior USW Weapon System Control System Analyst requires TM 04-16 USW CSSQT FIRE CONTROL ENGINEER certification. The Senior USW Command and Control System Analyst requires TM 04-16 USW CADRT ENGINEER certification.

Experience in lieu of certification is not be acceptable. The Training and Qualification Standards (TQS) to obtain

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these certifications are evaluated, while under instruction as part of the CSSQT Team, during actual at-sea events (limited available spots, authorized by the Keyport Project Officer/Project Engineer, CSSQT Lead and Ship). Members are selected to be on these teams based on first-hand evaluation of their operational and tactical experience by certified members of the CSSQT Team and their qualifications are evaluated through a rigorous on the job training doctrine, recommended by the Subject Matter Expert qualified in that area, and certified by the CSSQT NUWC DET PAC Lead. NUWC Keyport has the task of certifying that Trusted Agents are qualified to evaluate the systems and crews, and that they have the technical and operational knowledge along with the military know-how to act in a shipboard environment and represent the IWS5 Program Office. Although the specifics of the qualifications are detailed in the requirements, it is the hands-on training of junior personnel by the certified individuals, and the trainees showing their aptitude and ability to interact appropriately in that Navy regime that entails the actual certification process.

C.8 SECURITY

C.8.1 Personnel providing direct support to this effort will be required to have at a minimum a DoD SECRET clearance at time of award. The Contractor will have access to information and compartments with a SECRET classification. All deliverables associated with this contract are unclassified unless otherwise specified. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this Task Order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the NISPOM and the NSWCDD Command Security Manual.

C.8.2 The Contractor shall require access to Non-SCI intelligence and NATO is required in order to utilize intelligence documents related to foreign Government weapons systems. Access to Foreign Government Information is required to obtain Japan, Austria, Spain, Turkey, Australia, Korea, and New Zealand documents on specific weapon systems. 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, test support, and training of Navy USW systems. 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: U.S. Naval Ship Repair Facility and Japan Regional Maintenance Center, Yokosuka and Sasebo, Japan.

C.8.3 Facility Clearance: The Contractor shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database.

C.8.4 Physical Security: No safeguarding of classified material is authorized at the Contractor facility. Safeguarding will only be required at the actual performance site listed in Block 13 on the DD254. Actual performance site's security regulations and guidelines will apply.

C.8.5 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.

C.8.6 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

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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.8.7 Portable Electronic Devices (PEDs)

C.8.7.1 Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

C.8.7.2 PEDs 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, 1043. This approval will be granted using the TARIS form and action tracker process.

C.8.7.3 Personally-owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

C.8.8 Visits by Foreign Nationals and Foreign Representatives

C.8.8.1 Contract performance may require that the Contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government Contractor. A foreign representative may be a United States citizen.

C.8.8.1.1 A Contractor-hosted visit of a foreign national or foreign representative may be either an “official” visit or an “unofficial” visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign Government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign Government.

C.8.8.1.2 A visit by a foreign national or a foreign representative may be either “DoD Sponsored” or “Non-DoD Sponsored”. A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the Contractor under this contract is not considered to be, by itself, a sponsored visit).

C.8.8.2 The Contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to Department of Defense and Department of the Navy directives, instructions, regulations, and manuals that govern foreign disclosure. “Foreign Disclosure” is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

C.8.8.2.1 Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

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C.8.8.2.2 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.8.8.3 Naval Surface Warfare Center Dahlgren Division (NSWCDD) Foreign National Visitor and Foreign Disclosure Application process. The NSWCDD has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a Contractor facility or Contractor workspace by a foreign national or foreign representative is anticipated, and one or more NSWCDD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed "NSWCDD Foreign National Visitor and Foreign Disclosure Application" e-form must be supplied to the Contractor's Facility Security Officer (FSO). The accountable NSWCDD personnel attending the meeting must ensure that the NSWCDD disclosure process has been complied with and an approved copy of the "NSWCDD Foreign National Visitor and Foreign Disclosure Application" generated e-form has been provided to the COR and the Contractor's FSO. The Contractor's FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) as well as the requirements set forth above.

C.9 ON-SITE ENVIRONMENTAL AWARENESS

C.9.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.9.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

C.9.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCDD website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office.

C.9.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by C.9.2 and C.9.3 above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—C.9.2 or C.9.3 above--each employee has satisfied.

C.9.5 Contractor copies of the records generated by the actions described in C.9.2 and C.9.3 above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

C.10 ON-SITE SAFETY REQUIREMENTS

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

C.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.

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

C.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.10.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.10.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

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

C.11 SHIPBOARD PROTOCOL

C.11.1 This tasking may involve platform engineering and fleet support onboard ship. As such, the Offeror is reminded of his responsibility to assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the Contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships must have at least a Secret Security Clearance; if not led by a Government representative the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include operational status of the equipment.

C.11.2 The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the trip report.

C.11.3 All assigned personnel must possess at least a SECRET Security Clearance.

C.11.4 All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.

C.11.5 Alarms - actual or drill shall be reported and procedures appropriately adhered.

C.11.6 Safety - hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate shall be utilized.

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C.11.7 Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway.

C.11.8 Must be able stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs (single person) in the test environment.

C.11.9 HAZMAT - Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

C.11.10 The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

C.11.11 The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

C.11.12 The Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3A regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

C.11.13 The Contractor shall be ensure that repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid 10 hour OSHA Maritime Shipyard Employment Course #7615 completion card within 60 days of employment.

C.12 NON-DISCLOSURE AGREEMENTS (NDAs)

C.12.1 Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific to the Statement of Work tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contracting Officer.

C.13 SENSITIVE, PERSONAL INFORMATION

C.13.1 Work under this contract may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to Privacy Act data in support of this contract must sign a Privacy Act certification.

C.14 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

C.14.1 The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately.

C.14.2 Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.15 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently

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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 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report ALL Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site.

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

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

C.17 POST AWARD MEETINGS

C.17.1 A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the contract. The meeting will be held at a To Be Determined (TBD) location in Dahlgren, VA. The Contractor will be given at least five working days’ notice prior to the date of the meeting by the Contract Specialist. The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order. A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated Period of Performance, in accordance with FAR 252.232-7006. The Contractor will be given at least five working days’ notice prior to the date of the meeting by the Contract Specialist.

C.18 SUB-CONTRACTORS/CONSULTANTS

C.18.1 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

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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.19 CONTROL OF CONTRACTOR PERSONNEL

C.19.1 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 the Standards of Conduct contained in SECNAVINST 5370.2J.

C.20 CONTRACTOR IDENTIFICATION

C.20.1 (a) 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.

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

C.21 SKILLS AND TRAINING

C.21.1 The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.223-7001 INFORMATION ASSURANCE Contractor TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this Task Order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

C.22 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

C.22.1 In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DOD-owned systems shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended Administrative, criminal or adverse action.

C.23 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

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C.23.1 Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a Sub-contractor or as a prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the Offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The Contractor shall provide notice within 14 days of receipt of any information that may indicate a potential OCI and how they shall mitigate this.

C.24 INFORMATION TECHNOLOGY (IT) RESOURCES

C.24.1 IT Resources shall not be purchased unless DoD and Navy purchasing procedures (including ITPR approval) have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource Other Direct Cost Purchases require COR and KO approval regardless of the dollar value associated with the purchase.

C.25 ECRAFT STANDARD LANGUAGE

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

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditure 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 eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above. Submission and Acceptance/Rejection:

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

C.26 CONTRACT CLAUSES

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

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A010, attached hereto.

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other

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Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their Sub-contractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no

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longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring Sub-contractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or Sub-contractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all Sub-contractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(a) For purposes of paragraph (h) of the clause entitled "Government PROPERTY" (FAR 52.245-1) in addition to

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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

HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

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.

HQ C-2-0010 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

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

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

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the

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computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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

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

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

HQ C-2-0016 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (APR 2015)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations, which it may have for compliance with the aforesaid regulations.

HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "Government PROPERTY (FIXED PRICE-CONTRACTS)" (FAR 52.245-2) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

HQ C-2-0021 DRYDOCK CERTIFICATION (NAVSEA) (APR 2015)

The drydocking of all vessels shall be accomplished in dry docks certified in accordance with MIL-STD-1625D(SH) dated 27 August 2009 as invoked by NAVSEA Standard Item 009-01.

HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts

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shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

HQ C-2-0029 HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)

In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Shipbuilding, Conversion and Repair, U.S. Navy, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

In the event the Supervisor directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

HQ C-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. 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 on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (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 clause of this contract entitled "CHANGES--COSTREIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the

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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 listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, 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.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. 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.

NOTES

These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command.

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

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for (1) The specifications set forth in Section C, and (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

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

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

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

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

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

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applicable.

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

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

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

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

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

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

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

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

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

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procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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

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

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site. Under this Task Order, Hazardous materials are defined in Federal Standard No. 313 and include

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items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

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

Ddl-C40 USE OF INFORMATIONS SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes computers, software, networks, certificates, and network addresses.

Contractor Use of NSWCDD IS Resources

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. 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.

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 NSWCDD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the current requirements of CJCSI 6211.02 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

(a) The Contractor shall insure that all employees who have a Common Access Card (CAC) turn in the CAC immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDD Physical Security of all changes in their contract 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 physically retrieve the CAC prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the CAC.

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SECTION D PACKAGING AND MARKING

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

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

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

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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

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

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

Items 7000 – 7499 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

E.4 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.4.1 The contractor's performance in each of the task areas of Statement Of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the contractor's CPARs evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of contractor performance may assist the COR, as necessary.

E.4.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

E.4.3 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.4.3.1 Quality of Product or Service - Addresses the extent to which the Contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) Services are provided in a professional unbiased manner. Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

E.4.3.2 Schedule - A CPAR Rating will be given in the seventh month of performance following contract award and yearly thereafter.

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E.4.3.3 Cost Control - Addresses the Contractor's overall effectiveness in controlling direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.4.3.4 Business Relations - Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

E.4.3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the Contractor's efforts to retain or attract qualified personnel.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	2/1/2017 - 1/31/2018
7000AB	2/1/2017 - 1/31/2018
7000AC	2/1/2017 - 1/31/2018
7000AD	2/1/2017 - 1/31/2018
7000AE	2/3/2017 - 1/31/2018
7000AF	2/3/2017 - 1/31/2018
7000AG	2/24/2017 - 1/31/2018
7000AH	2/24/2017 - 1/31/2018
7000AJ	2/24/2017 - 1/31/2018
7000AK	2/24/2017 - 1/31/2018
7000AL	3/13/2017 - 1/31/2018
7000AM	3/13/2017 - 1/31/2018
7000AN	4/7/2017 - 1/31/2018
7000AP	4/7/2017 - 1/31/2018
7000AQ	4/7/2017 - 1/31/2018
7000AR	4/7/2017 - 1/31/2018
7000AS	5/4/2017 - 1/31/2018
7000AT	5/4/2017 - 1/31/2018
7000AU	5/31/2017 - 1/31/2018
7000AW	5/31/2017 - 1/31/2018
7000AX	7/13/2017 - 1/31/2018
7000AY	7/13/2017 - 1/31/2018
7000AZ	7/13/2017 - 1/31/2018
7000BA	7/13/2017 - 1/31/2018
7000BB	7/28/2017 - 1/31/2018
7000BC	7/28/2017 - 1/31/2018
7000BD	7/28/2017 - 1/31/2018
7000BE	8/21/2017 - 1/31/2018
7000BF	8/21/2017 - 1/31/2018
7000BG	8/21/2017 - 1/31/2018
7000BH	8/21/2017 - 1/31/2018
7000BJ	8/21/2017 - 1/31/2018
7000BK	8/21/2017 - 1/31/2018
7000BL	9/8/2017 - 1/31/2018
7100AA	2/1/2018 - 1/31/2019
7100AB	2/1/2018 - 1/31/2019
7100AC	2/1/2018 - 1/31/2019
7100AD	2/1/2018 - 1/31/2019
7100AE	2/1/2018 - 1/31/2019

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7100AF	2/1/2018 - 1/31/2019
7100AG	2/1/2018 - 1/31/2019
7100AH	2/1/2018 - 1/31/2019
7100AJ	2/1/2018 - 1/31/2019
7100AK	2/1/2018 - 1/31/2019
7100AL	2/1/2018 - 1/31/2019
7100AM	2/1/2018 - 1/31/2019
7100AN	3/12/2018 - 1/31/2019
7100AP	3/22/2018 - 1/31/2019
7100AQ	4/12/2018 - 1/31/2019
7100AR	4/12/2018 - 1/31/2019
9000AA	2/1/2017 - 1/31/2018
9000AC	2/1/2017 - 1/31/2018
9000AD	2/1/2017 - 1/31/2018
9000AE	2/3/2017 - 1/31/2018
9000AG	2/24/2017 - 1/31/2018
9000AJ	2/24/2017 - 1/31/2018
9000AK	2/24/2017 - 1/31/2018
9000AL	3/13/2017 - 1/31/2018
9000AP	4/7/2017 - 1/31/2018
9000AQ	4/7/2017 - 1/31/2018
9000AR	4/7/2017 - 1/31/2018
9000AS	5/4/2017 - 1/31/2018
9000AT	5/4/2017 - 1/31/2018
9000AU	5/31/2017 - 1/31/2018
9000AV	5/31/2017 - 1/31/2018
9000AX	7/13/2017 - 1/31/2018
9000BB	7/28/2017 - 1/31/2018
9000BC	7/28/2017 - 1/31/2018
9000BD	7/28/2017 - 1/31/2018
9000BE	8/21/2017 - 1/31/2018
9000BG	8/21/2017 - 1/31/2018
9000BH	8/21/2017 - 1/31/2018
9000BJ	8/21/2017 - 1/31/2018
9000BK	8/21/2017 - 1/31/2018
9000BL	9/8/2017 - 1/31/2018
9100AA	2/1/2018 - 1/31/2019
9100AB	2/1/2018 - 1/31/2019
9100AC	2/1/2018 - 1/31/2019
9100AD	2/1/2018 - 1/31/2019
9100AE	2/1/2018 - 1/31/2019
9100AF	2/1/2018 - 1/31/2019
9100AH	2/1/2018 - 1/31/2019

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9100AJ	2/1/2018 - 1/31/2019
9100AK	2/1/2018 - 1/31/2019
9100AM	2/1/2018 - 1/31/2019
9100AN	3/12/2018 - 1/31/2019
9100AQ	4/12/2018 - 1/31/2019
9100AR	4/12/2018 - 1/31/2019
9100AS	4/20/2018 - 1/31/2019

CLIN - DELIVERIES OR PERFORMANCE

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

7000AA	2/1/2017 - 1/31/2018
7000AB	2/1/2017 - 1/31/2018
7000AC	2/1/2017 - 1/31/2018
7000AD	2/1/2017 - 1/31/2018
7000AE	2/3/2017 - 1/31/2018
7000AF	2/3/2017 - 1/31/2018
7000AG	2/24/2017 - 1/31/2018
7000AH	2/24/2017 - 1/31/2018
7000AJ	2/24/2017 - 1/31/2018
7000AK	2/24/2017 - 1/31/2018
7000AL	3/13/2017 - 1/31/2018
7000AM	3/13/2017 - 1/31/2018
7000AN	4/7/2017 - 1/31/2018
7000AP	4/7/2017 - 1/31/2018
7000AQ	4/7/2017 - 1/31/2018
7000AR	4/7/2017 - 1/31/2018
7000AS	5/4/2017 - 1/31/2018
7000AT	5/4/2017 - 1/31/2018
7000AU	5/31/2017 - 1/31/2018
7000AW	5/31/2017 - 1/31/2018
7000AX	7/13/2017 - 1/31/2018
7000AY	7/13/2017 - 1/31/2018
7000AZ	7/13/2017 - 1/31/2018
7000BA	7/13/2017 - 1/31/2018
7000BB	7/28/2017 - 1/31/2018
7000BC	7/28/2017 - 1/31/2018
7000BD	7/28/2017 - 1/31/2018
7000BE	8/21/2017 - 1/31/2018
7000BF	8/21/2017 - 1/31/2018
7000BG	8/21/2017 - 1/31/2018

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7000BH	8/21/2017 - 1/31/2018
7000BJ	8/21/2017 - 1/31/2018
7000BK	8/21/2017 - 1/31/2018
7000BL	9/8/2017 - 1/31/2018
7100AA	2/1/2018 - 1/31/2019
7100AB	2/1/2018 - 1/31/2019
7100AC	2/1/2018 - 1/31/2019
7100AD	2/1/2018 - 1/31/2019
7100AE	2/1/2018 - 1/31/2019
7100AF	2/1/2018 - 1/31/2019
7100AG	2/1/2018 - 1/31/2019
7100AH	2/1/2018 - 1/31/2019
7100AJ	2/1/2018 - 1/31/2019
7100AK	2/1/2018 - 1/31/2019
7100AL	2/1/2018 - 1/31/2019
7100AM	2/1/2018 - 1/31/2019
7100AN	3/12/2018 - 1/31/2019
7100AP	3/22/2018 - 1/31/2019
7100AQ	4/12/2018 - 1/31/2019
7100AR	4/12/2018 - 1/31/2019
9000AA	2/1/2017 - 1/31/2018
9000AC	2/1/2017 - 1/31/2018
9000AD	2/1/2017 - 1/31/2018
9000AE	2/3/2017 - 1/31/2018
9000AG	2/24/2017 - 1/31/2018
9000AJ	2/24/2017 - 1/31/2018
9000AK	2/24/2017 - 1/31/2018
9000AL	3/13/2017 - 1/31/2018
9000AP	4/7/2017 - 1/31/2018
9000AQ	4/7/2017 - 1/31/2018
9000AR	4/7/2017 - 1/31/2018
9000AS	5/4/2017 - 1/31/2018
9000AT	5/4/2017 - 1/31/2018
9000AU	5/31/2017 - 1/31/2018
9000AV	5/31/2017 - 1/31/2018
9000AX	7/13/2017 - 1/31/2018
9000BB	7/28/2017 - 1/31/2018
9000BC	7/28/2017 - 1/31/2018
9000BD	7/28/2017 - 1/31/2018
9000BE	8/21/2017 - 1/31/2018
9000BG	8/21/2017 - 1/31/2018
9000BH	8/21/2017 - 1/31/2018
9000BJ	8/21/2017 - 1/31/2018

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9000BK	8/21/2017 - 1/31/2018
9000BL	9/8/2017 - 1/31/2018
9100AA	2/1/2018 - 1/31/2019
9100AB	2/1/2018 - 1/31/2019
9100AC	2/1/2018 - 1/31/2019
9100AD	2/1/2018 - 1/31/2019
9100AE	2/1/2018 - 1/31/2019
9100AF	2/1/2018 - 1/31/2019
9100AH	2/1/2018 - 1/31/2019
9100AJ	2/1/2018 - 1/31/2019
9100AK	2/1/2018 - 1/31/2019
9100AM	2/1/2018 - 1/31/2019
9100AN	3/12/2018 - 1/31/2019
9100AQ	4/12/2018 - 1/31/2019
9100AR	4/12/2018 - 1/31/2019
9100AS	4/20/2018 - 1/31/2019

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

7200AA	2/1/2019 - 1/31/2020
7300AA	2/1/2020 - 1/31/2021
7400AA	2/1/2021 - 1/31/2022
9200AA	2/1/2019 - 1/31/2020
9300AA	2/1/2020 - 1/31/2021
9400AA	2/1/2021 - 1/31/2022

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

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

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

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

F.3 DELIVERY/PERFORMANCE/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 Task Order, contractor personnel shall perform as required by this Task Order, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this

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contract 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 contract clauses.

F.4 PRIMARY PLACE OF PERFORMANCE

Services to be performed hereunder will be provided at NSWCDD's Weapons Control and Integration Department (H) as well as at the Contractor's facility

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SECTION G CONTRACT ADMINISTRATION DATA

G. 1 ACCOUNTING DATA

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

G.2 SPECIAL INVOICE INSTRUCTIONS

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

G.3 PAYMENT INSTRUCTION

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

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

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

G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order Period of Performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

G.5 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

(a) Name: Michelle Briscoe

Code: 024

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Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-0028
E-mail: michelle.briscoe@navy.mil

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

Contract Specialist:

(a) Name: Daniel Belcher
Code: 024
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-7805
E-mail: Daniel.belcher@navy.mil

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

Administrative Contracting Officer (ACO)

(a) Name: Scott Frankel
Code: S2404A
Address: 14501 George Carter Way, 2nd Floor, Chantilly, VA 20151
Phone: 571-521-1958
E-mail: scott.frankel@dcma.mil

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

Contracting Officers Representative (COR):

(a) Name: Kevin Thomson
Code: H22
Address: 18444 Frontage Road, Suite 322, Dahlgren, VA, 22448-5161
Phone: 540-653-7740
E-mail: kevin.d.thomson@navy.mil

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

Alternate Contracting Officers Representative (ACOR):

(a) Name: N/A at this time
Code:
Address:
Phone:
FAX:
E-mail:

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

Payment Office:

(a) Name: DFAS COLUMBUS ENTITLEMENT OPERATIONS

Code: HQ0338

Address: P.O. BOX 182264, Columbus, Ohio, 43218-2264

Phone: 800-756-4571

FAX: 866-473-5429

(b) The Payment Office makes all payments under the contract.

G.6 Ddl-G11 CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the Prime Contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

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

URS Federal Services, Inc (URS)

G.7 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall—

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

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

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

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

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

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

Cost Voucher

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

Destination (N00178)

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	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	HAA391
Other DoDAAC(s)	Not Applicable

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

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

kevin.d.thomson@navy.mil

Daniel.belcher@navy.mil

(g) WAWF point of contact.

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

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

G.8 HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

N/A

G.9 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

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(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/Task Order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price Sub-contractors, Sub-contractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime Contractor for WAWF invoice submittal. Sub-contractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the Sub-contractor lack encryption capability, the Sub-contractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

G.10 ACCOUNTING SYSTEM ADEQUACY

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

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

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

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

Accounting Data

SLINID	PR Number	Amount
7000AB	130061705300001	25000.00
LLA :		
AA 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003782695		
Increment of funds for WBS 5.1.7.1 labor; PR # 1300617053-00001;		
WCD: 9/30/2017		
7000AC	130061705800001	50000.00
LLA :		
AB 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003782701		
Increment of funds for WBS 5.1.6.1 labor; PR# 1300617058-00001;		
WCD: 9/30/2017		

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7000AD 130061703600001 50000.00

LLA :

AC 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003782955
Increment of funds for WBS 5.1.6.5 labor; PR 1300617036-00001;
WCD: 9/30/2017

9000AC 130061705800001 10000.00

LLA :

AB 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003782701
Increment of funds for WBS 5.1.6.1 ODCs; PR # 1300617058-00001
WCD: 9/30/2017

9000AD 130061703600001 3000.00

LLA :

AC 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003782955
Increment of funds for WBS 5.1.6.5 ODCs; PR # 1300617036-00001
WCD: 9/30/2017

BASE Funding 138000.00

Cumulative Funding 138000.00

MOD P00001 Funding 0.00

Cumulative Funding 138000.00

MOD P00002

7000AE 130062012500001 55000.00

LLA :

AD 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003806840
Increment of funds for WBS 5.1.7.1 labor support; PR # 1300620125-00001
WCD: 9/30/2017

7000AF 130061764600001 5935.00

LLA :

AE 1751810 A4VC 310 WS050 0 050120 2D 000000 A00003787514
Increment of funds for labor WBS 5.1.7.1; PR# 1300617646-00001
FED: 9/30/2017

9000AE 130062012500001 5000.00

LLA :

AD 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003806840
Increment of funds for WBS 5.1.7.1 ODC support; PR# 1300620125-00001
WCD: 9/30/2017

MOD P00002 Funding 65935.00

Cumulative Funding 203935.00

MOD P00003

7000AG 130062366200001 67000.00

LLA :

AF 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003832764
Increment of funds for labor, WA 1, WBS 5.1.6.1; PR# 1300623662-00001
WCD: 9/30/2017

7000AH 130061781300001 15000.00

LLA :

AG 1761810 A4VC 310 WS050 0 050120 2D 000000 A00003789015
Increment of funds for labor WA 1, WBS 5.1.7.1; PR # 1300617813-00001;
FED: 9/30/18

7000AJ 130062272800001 30000.00

LLA :

AH 1771804 70BD 253 53824 S 060957 2D X001SW P00077NU000Q
Standard Number: N0002417WX001SW-AA
Increment of funds for labor WA 1, WBS 5.1.6.2; PR # 1300622728-00001
WCD: 9/30/2017

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7000AK 130061771000001 47000.00

LLA :

AJ 1761810 A2DB 310 WS050 0 050120 2D 000000 A00003788285

Increment of funds for labor WA 1, WBS 5.1.3.2; PR# 1300617710-00001

FED: 9/30/2018

9000AG 130062366200001 33000.00

LLA :

AF 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003832764

Increment of funds for ODCs, WA 1, WBS 5.1.6.1; PR # 1300623662-00001

WCD: 9/30/2017

9000AJ 130062272800001 30000.00

LLA :

AH 1771804 70BD 253 53824 S 060957 2D X001SW P00077NU000Q

Standard Number: N0002417WX001SW-AA

Increment of funds for ODCs WA 1, WBS 5.1.6.2; PR# 1300622728-00001

WCD: 9/30/2017

9000AK 130061771000002 3000.00

LLA :

AJ 1761810 A2DB 310 WS050 0 050120 2D 000000 A00003788285

Increment of funds for ODCs WA 1, WBS 5.1.3.2; PR# 1300617710-00002

FED: 9/30/2018

MOD P00003 Funding 225000.00

Cumulative Funding 428935.00

MOD P00004

7000AL 130061770800003 67000.00

LLA :

AK 1751810 81DM 251 VU021 0 050120 2D 000000 A10003788132

Increment of funds in support of labor, WBS 5.1.6.6; PR # 1300617708-00003

FED: 9/30/2017

7000AM 130061781500002 10000.00

LLA :

AL 1761810 81DM 251 VU021 0 050120 2D 000000 A10003789343

Increment of funds in support of labor W.A. 1, WBS 5.1.6.5; PR # 1300617815-00002

FED: 9/30/2018

9000AL 130061770800004 17000.00

LLA :

AK 1751810 81DM 251 VU021 0 050120 2D 000000 A10003788132

Increment of funds in support of ODCs, W.A. 1, WBS 5.1.6.6; PR # 1300617708-00004

FED: 9/30/2017

MOD P00004 Funding 94000.00

Cumulative Funding 522935.00

MOD P00005

7000AJ 130063536900001 40000.00

LLA :

AH 1771804 70BD 253 53824 S 060957 2D X001SW P00077NU000Q

Standard Number: RP000717WX001SW-AA

Increment of funds for labor WA 1, WBS 5.1.6.2; PR # 1300622728-00001 - \$30,000

WCD: 9/30/2017

Plus-up Increment of funds for labor WA1, WBS 5.1.6.2; PR # 1300635369-00001 -

\$40,000

WCD: 9/30/2017

7000AN 130062860300001 32000.00

LLA :

AM 1711611 1224 310 SH400 0 050120 2D 000000 A00003879937

Increment of funds for Labor, W.A. 1, WBS 5.1.6.4; PR # 1300628603-00001

SCN OWLD: 8/31/2018

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7000AP 130062536000001 56380.00

LLA :

AN 1751810 A2DB 310 WS050 0 050120 2D 000000 A00003847805

Increment of funds for labor, WBS 5.1.6.1; PR # 1300625360-00001

FED: 9/30/2017

7000AQ 130063002800001 67033.00

LLA :

AP 1771810 A2DB 310 WS050 0 050120 2D 000000 A00003891631

Increment of funds for labor, WBS 5.1.6.1; PR# 1300630028-00001

WCD: 9/30/2017

7000AR 130063002900001 227500.00

LLA :

AQ 1771810 A2DB 310 WS050 0 050120 2D 000000 A00003891984

Increment of funds for labor, WBS 5.1.6.3; PR # 1300630029-00001;

WCD: 9/30/2017

9000AJ 130063536900001 25000.00

LLA :

AH 1771804 70BD 253 53824 S 060957 2D X001SW P00077NU000Q

Standard Number: RP000717WX001SW-AA

Increment of funds for ODCs WA 1, WBS 5.1.6.2; PR# 1300622728-00001

WCD: 9/30/2017; \$30,000

Plus-up of funds for ODCs WA1, WBS 5.1.6.2; PR# 1300635369-00001

WCD: 9/30/2017; \$25,000

9000AP 130062536000001 27770.00

LLA :

AN 1751810 A2DB 310 WS050 0 050120 2D 000000 A00003847805

Increment of funds in support of ODCs, WBS 5.1.6.1; PR # 1300625360-00001

FED: 9/30/2017

9000AQ 130063002800001 28730.00

LLA :

AP 1771810 A2DB 310 WS050 0 050120 2D 000000 A00003891631

Increment of funds for ODCs, WBS 5.1.6.1; PR # 1300630028-00001

WCD: 9/30/2017

9000AR 130063002900001 97500.00

LLA :

AQ 1771810 A2DB 310 WS050 0 050120 2D 000000 A00003891984

Increment of funds for ODCs, WBS 5.1.6.3; PR # 1300630029-00001

WCD: 9/30/2017

MOD P00005 Funding 601913.00

Cumulative Funding 1124848.00

MOD P00006

7000AS 130064073300001 65000.00

LLA :

AR 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003976174

Increment of funds for W.A. 1, WBS 5.1.7.1; PR # 1300640733-00001

FED: 9/30/2017

7000AT 130064073400001 45000.00

LLA :

AS 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003976176

Increment of funds for labor, W.A. 1, WBS 5.1.6.4; PR # 1300640734-00001

SCN OWLD: 3/31/2018

9000AS 130064073300001 5000.00

LLA :

AR 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003976174

Increment of funds in support of ODCs, W.A. 1, WBS 5.1.7.1; PR # 1300640733-00001

FED: 9/30/2017

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9000AT 130064073400001 15000.00
 LLA :
 AS 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003976176
 Increment of funds for ODCs, W.A. 1, WBS 5.1.6.4; PR # 1300640734-00001
 SCN OWLD: 3/31/2018

MOD P00006 Funding 130000.00
 Cumulative Funding 1254848.00

MOD P00007

7000AU 130064084100001 125750.00
 LLA :
 AT 1771810 A4VC 310 WS050 0 050120 2D 000000 A00003976772
 Increment of funds for labor, WA 1, WBS 5.1.7.1; PR # 1300640841-00001
 WCD: 9/30/2017

7000AW 130063936200001 10000.00
 LLA :
 AV 1771804 8B5B 251 WS090 0 050120 2D 000000 A00003964224
 Increment of funds for labor, WA 1, WBS 5.1.15; PR # 1300639362-00001
 WCD: 9/30/2017

9000AU 130064084100001 10000.00
 LLA :
 AT 1771810 A4VC 310 WS050 0 050120 2D 000000 A00003976772
 Increment of funds for ODCs, WA 1, WBS 5.1.7.1; PR # 1300640841-00001
 WCD: 9/30/2017

9000AV 130064598400001 4518.00
 LLA :
 AU 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004014844
 Increment of funds for ODCs, WA 1, WBS 5.1.3.2; PR # 1300645984-00001
 WCD: 9/30/2017

MOD P00007 Funding 150268.00
 Cumulative Funding 1405116.00

MOD P00008

7000AX 130064712700001 24282.00
 LLA :
 AW 1761810 A2DB 310 WS050 0 050120 2D 000000 A00004022893
 Increment of funds for labor WBS 5.1.6.3; PR # 1300647127-00001
 WCD: 9/30/2018

7000AY 130064712900001 9550.00
 LLA :
 AX 1751810 A2DB 310 WS050 0 050120 2D 000000 A00004022895
 Increment of funds for labor, WBS 5.1.6.1; PR # 1300647129-00001
 FED: 9/30/2017

7000AZ 130064712600001 9090.00
 LLA :
 AY 1761810 A4VC 310 WS050 0 050120 2D 000000 A00004022892
 Increment of funds for labor, WBS 5.1.7.1; PR # 1300647126-00001;
 FED: 9/30/2018

7000BA 130064718100001 3000.00
 LLA :
 AZ 1731611 1224 310 SH400 0 050120 2D 000000 A00004022897
 Increment of funds for labor, WBS 5.1.3.2; PR # 1300647181-00001;
 FED: 9/30/2017

9000AX 130064712700001 10000.00
 LLA :
 AW 1761810 A2DB 310 WS050 0 050120 2D 000000 A00004022893
 Increment of funds for ODCs, WBS 5.1.6.3; PR # 1300647127-00001

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FED: 9/30/2018

MOD P00008 Funding 55922.00
Cumulative Funding 1461038.00

MOD P00009

7000BB 130065981400001 93000.00

LLA :
BA 1701811 1224 310 XRWML 0 068342 2D 000000 20010400401Z
Standard Number: N0002417RX20155-AA
Increment of funds for WBS 5.1.6.4; PR # 1300659814-00001
SCN OWLD: 3/31/2018

7000BC 130064712800001 102868.00

LLA :
BB 1751810 81DM 310 VU021 0 050120 2D 000000 A00004022894
Increment of funds for labor WBS 5.1.6.5; PR # 1300647128-00001
FED: 9/30/2017

7000BD 130064713000001 26000.00

LLA :
BC 1761810 81DM 310 VU021 0 050120 2D 000000 A00004022896
Increment of funds for labor WBS 5.1.6.5; PR # 1300647130-00001;
FED: 9/30/2018

9000BB 130065981400001 41000.00

LLA :
BA 1701811 1224 310 XRWML 0 068342 2D 000000 20010400401Z
Standard Number: N0002417RX20155-AA
Increment of funds for ODCs in support of WBS 5.1.6.4; PR # 1300659814-00001
SCN OWLD: 3/31/2018

9000BC 130064712800001 75741.00

LLA :
BB 1751810 81DM 310 VU021 0 050120 2D 000000 A00004022894
Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300647128-00001;
FED: 9/30/2017

9000BD 130064713000001 11634.00

LLA :
BC 1761810 81DM 310 VU021 0 050120 2D 000000 A00004022896
Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300647130-00001;
FED: 9/30/2018

MOD P00009 Funding 350243.00
Cumulative Funding 1811281.00

MOD P00010

7000BE 130066166300001 268053.00

LLA :
BD 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004115792
Increment of funds for labor, WBS 5.1.6.1; PR # 1300661663-00001
FED: 9/30/19

7000BF 130066154800001 9200.00

LLA :
BE 1771804 60TA 257 50054 068732 2D CINS02 500547009LPP
Standard Number: N5005417RCINS02-AA
Increment of funds for labor, WBS 5.1.7; PR # 1300661548-00001
FED: 9/30/2017

7000BG 130064315300001 47000.00

LLA :
BF 1731611 1224 310 SH400 0 050120 2D 000000 A00003994501
Increment of funds for labor, WBS 5.1.3.2; PR # 1300643153-00001
SCN OWLD: 2/28/2021

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7000BH 130066289800001 15173.00

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for labor, WBS 5.1.12.4; PR # 1300662898-00001;

FED: 12/31/2018

7000BJ 130066289900001 35000.00

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for labor, WBS 5.1.12.4; PR # 1300662899-00001

FED: 12/31/2018

7000BK 130066166400001 40000.00

LLA :

BH 1771810 A4VC 310 WS050 0 050120 2D 000000 A00004115793

Increment of funds for labor, WBS 5.1.7.4; PR # 1300661664-00001;

FED: 9/30/2019

9000BE 130066166300001 115000.00

LLA :

BD 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004115792

Increment of funds for ODCs, WBS 5.1.6.1; PR # 130066163-00001;

FED: 9/30/2019

9000BG 130064315300001 5000.00

LLA :

BF 1731611 1224 310 SH400 0 050120 2D 000000 A00003994501

Increment of funds for ODCs, WBS 5.1.3.2; PR # 1300643153-00001;

SCN OWLD: 2/28/2021

9000BH 130066289800001 10000.00

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for labor, WBS 5.1.12.4; PR # 1300662898-00001;

WCD: 12/31/2018

9000BJ 130066289900001 5000.00

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for ODCs, WBS 5.1.12.4; PR # 1300662899-00001;

WCD: 12/31/2018

9000BK 130066166400001 5000.00

LLA :

BH 1771810 A4VC 310 WS050 0 050120 2D 000000 A00004115793

Increment of funds for ODCs, WBS 5.1.7.4; PR # 1300661664-00001;

FED: 9/30/2019

MOD P00010 Funding 554426.00

Cumulative Funding 2365707.00

MOD P00011

7000BL 130066155000001 92422.00

LLA :

BJ 1771810 81DM 310 VU021 0 050120 2D 000000 A00004115009

Increment of funds for labor, WBS 5.1.6.5; PR # 1300661550-00001

FED: 9/30/2019

9000BL 130066155000001 40000.00

LLA :

BJ 1771810 81DM 310 VU021 0 050120 2D 000000 A00004115009

Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300661550-00001

FED: 9/30/2019

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MOD P00011 Funding 132422.00
Cumulative Funding 2498129.00

MOD P00012

7000AR 130063002900001 (40000.00)

LLA :

AQ 1771810 A2DB 310 WS050 0 050120 2D 000000 A00003891984

Increment of funds for labor, WBS 5.1.6.3; PR # 1300630029-00001;

WCD: 9/30/2017

7000AW 130063936200001 (10000.00)

LLA :

AV 1771804 8B5B 251 WS090 0 050120 2D 000000 A00003964224

Increment of funds for labor, WA 1, WBS 5.1.15; PR # 1300639362-00001

WCD: 9/30/2017

7000BB 130065981400001 (90000.00)

LLA :

BA 1701811 1224 310 XRWML 0 068342 2D 000000 20010400401Z

Standard Number: N0002417RX20155-AA

Increment of funds for WBS 5.1.6.4; PR # 1300659814-00001

SCN OWLD: 3/31/2018

7000BG 130064315300001 (18691.00)

LLA :

BF 1731611 1224 310 SH400 0 050120 2D 000000 A00003994501

Increment of funds for labor, WBS 5.1.3.2; PR # 1300643153-00001

SCN OWLD: 2/28/2021

7000BJ 130066289900001 (30000.00)

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJAH44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for labor, WBS 5.1.12.4; PR # 1300662899-00001

FED: 12/31/2018

7000BL 130066155000001 (65000.00)

LLA :

BJ 1771810 81DM 310 VU021 0 050120 2D 000000 A00004115009

Increment of funds for labor, WBS 5.1.6.5; PR # 1300661550-00001

FED: 9/30/2019

9000BB 130065981400001 (30000.00)

LLA :

BA 1701811 1224 310 XRWML 0 068342 2D 000000 20010400401Z

Standard Number: N0002417RX20155-AA

Increment of funds for ODCs in support of WBS 5.1.6.4; PR # 1300659814-00001

SCN OWLD: 3/31/2018

9000BC 130064712800001 (75741.00)

LLA :

BB 1751810 81DM 310 VU021 0 050120 2D 000000 A00004022894

Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300647128-00001;

FED: 9/30/2017

9000BD 130064713000001 (5000.00)

LLA :

BC 1761810 81DM 310 VU021 0 050120 2D 000000 A00004022896

Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300647130-00001;

FED: 9/30/2018

9000BE 130066166300001 (28783.00)

LLA :

BD 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004115792

Increment of funds for ODCs, WBS 5.1.6.1; PR # 130066163-00001;

FED: 9/30/2019

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9000BG 130064315300001 (5000.00)

LLA :

BF 1731611 1224 310 SH400 0 050120 2D 000000 A00003994501

Increment of funds for ODCs, WBS 5.1.3.2; PR # 1300643153-00001;

SCN OWLD: 2/28/2021

9000BH 130066289800001 (10000.00)

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for labor, WBS 5.1.12.4; PR # 1300662898-00001;

WCD: 12/31/2018

MOD P00012 Funding -408215.00

Cumulative Funding 2089914.00

MOD P00013

7100AB 130068840500001 23250.00

LLA :

BK 1781804 8D4D 257 WS050 0 050120 2D 000000 A00004334466

Increment of funds for labor, WBS 5.1.6.3; PR # 1300688405-00001

FED: 9/30/2018

7100AC 130068812200001 30000.00

LLA :

BL 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004332460

Increment of funds for labor, WBS 5.1.6.3; PR # 1300688122-00001

FED: 9/30/2019

7100AD 130068802700001 24375.00

LLA :

BM 1781804 70BD 252 53824 S 060957 2D C001SW P00078NU000Q

Standard Number: RP000718RC001SW-AA

Increment of funds for labor, WBS 5.1.6.2; PR # 1300688027-00001;

WCD: 9/30/2018

7100AE 130068840600001 93750.00

LLA :

BN 1781810 A2DB 310 WS050 0 050120 2D 000000 A00004334467

Increment of funds for labor, WBS 5.1.6.1; PR # 1300688406-00001;

FED: 9/30/2020

7100AF 130068840300001 25453.00

LLA :

BP 1781810 A4VC 310 WS050 0 050120 2D 000000 A00004334465

Mod 13; Increment of funds for labor, WBS 5.1.7; PR # 1300688403-00001

FED: 9/30/2020

7100AG 130068802900001 5000.00

LLA :

BQ 1761810 81DM 310 VU021 0 050120 2D 000000 A00004332455

Increment of funds for labor, WBS 5.1.6.5; PR # 1300688029-00001

FED: 9/30/2018

9100AB 130068840500001 7750.00

LLA :

BK 1781804 8D4D 257 WS050 0 050120 2D 000000 A00004334466

Increment of funds for ODCs, WBS 5.1.6.3; PR # 1300688405-00001

FED: 9/30/2018

9100AC 130068812200001 10000.00

LLA :

BL 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004332460

Increment of funds for ODCs, WBS 5.1.6.3; PR # 1300688122-00001;

FED: 9/30/2019

9100AD 130068802700001 8125.00

LLA :

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BM 1781804 70BD 252 53824 S 060957 2D C001SW P00078NU000Q
Standard Number: RP000718RC001SW-AA
Increment of funds for ODCs, WBS 5.1.6.2; PR # 1300688027-00001;
WCD: 9/30/2018

9100AE 130068840600001 31250.00
LLA :
BN 1781810 A2DB 310 WS050 0 050120 2D 000000 A00004334467
Increment of funds for ODCs, WBS 5.1.6.1; PR # 1300688406-00001
FED: 9/30/2020

9100AF 130068840300001 8484.00
LLA :
BP 1781810 A4VC 310 WS050 0 050120 2D 000000 A00004334465
Increment of funds for ODCs, WBS 5.1.7; PR # 1300688403-00001;
FED: 9/30/2020

MOD P00013 Funding 267437.00
Cumulative Funding 2357351.00

MOD P00014

7100AH 130069354600001 53000.00
LLA :
BR 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004372856
Increment of funds for labor, WBS 5.1.6.5; PR # 1300693546-00001;
FED: 9/30/2018

7100AJ 130069140600001 267743.00
LLA :
BS 1761810 A2DB 310 WS050 0 050120 2D 000000 A00004357570
Increment of funds for labor, WBS 5.1.6.3; PR # 1300691406-00001;
FED: 9/30/2018

7100AK 130068812100001 22191.00
LLA :
BT 1731611 1224 310 SH400 0 050120 2D 000000 A00004332458
Increment of funds for labor, WBS 5.1.3.2; PR # 1300688121-00001;
SCN OWLD: 2/28/2021

7100AL 130069354300001 120000.00
LLA :
BA 1701811 1224 310 XRWML 0 068342 2D 000000 20010400401Z
Standard Number: N0002417RX20155-AA
Increment of funds for labor, WBS 5.1.6.4; PR # 1300693543-00001;
SCN OWLD: 5/31/2018

9100AH 130069354600001 10000.00
LLA :
BR 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004372856
Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300693546-00001;
FED: 9/30/2018

9100AJ 130069140600001 72000.00
LLA :
BS 1761810 A2DB 310 WS050 0 050120 2D 000000 A00004357570
Increment of funds for ODCs, WBS 5.1.6.3; PR # 1300691406-00001;
FED: 9/30/2018

9100AK 130068812100001 1500.00
LLA :
BT 1731611 1224 310 SH400 0 050120 2D 000000 A00004332458
Increment of funds for ODCs, WBS 5.1.3.2; PR # 1300688121-00001;
SCN OWLD: 2/28/2021

MOD P00014 Funding 546434.00
Cumulative Funding 2903785.00

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MOD P00015

7100AM 130070004500001 20000.00

LLA :
BU 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004422524

9100AM 130070004500001 7000.00

LLA :
BU 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004422524

MOD P00015 Funding 27000.00
Cumulative Funding 2930785.00

MOD P00016

7000AL 130061770800003 (31.90)

LLA :
AK 1751810 81DM 251 VU021 0 050120 2D 000000 A10003788132
Increment of funds in support of labor, WBS 5.1.6.6; PR # 1300617708-00003
FED: 9/30/2017

7000AN 130062860300001 (3573.03)

LLA :
AM 1711611 1224 310 SH400 0 050120 2D 000000 A00003879937
Increment of funds for Labor, W.A. 1, WBS 5.1.6.4; PR # 1300628603-00001
SCN OWLD: 8/31/2018

7000AT 130064073400001 (9787.70)

LLA :
AS 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003976176
Increment of funds for labor, W.A. 1, WBS 5.1.6.4; PR # 1300640734-00001
SCN OWLD: 3/31/2018

7000AU 130064084100001 (16478.41)

LLA :
AT 1771810 A4VC 310 WS050 0 050120 2D 000000 A00003976772
Increment of funds for labor, WA 1, WBS 5.1.7.1; PR # 1300640841-00001
WCD: 9/30/2017

7100AN 130069139400001 27783.00

LLA :
BV 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004357657
Increment of funds for labor, WBS 5.1.6.1; PR # 1300691394-00001;
FED: 9/30/2019

9000AD 130061703600001 (927.71)

LLA :
AC 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003782955
Increment of funds for WBS 5.1.6.5 ODCs; PR # 1300617036-00001
WCD: 9/30/2017

9000AK 130061771000002 (345.76)

LLA :
AJ 1761810 A2DB 310 WS050 0 050120 2D 000000 A00003788285
Increment of funds for ODCs WA 1, WBS 5.1.3.2; PR# 1300617710-00002
FED: 9/30/2018

9000AL 130061770800004 (3417.14)

LLA :
AK 1751810 81DM 251 VU021 0 050120 2D 000000 A10003788132
Increment of funds in support of ODCs, W.A. 1, WBS 5.1.6.6; PR # 1300617708-00004
FED: 9/30/2017

9000AR 130063002900001 (20058.04)

LLA :
AQ 1771810 A2DB 310 WS050 0 050120 2D 000000 A00003891984
Increment of funds for ODCs, WBS 5.1.6.3; PR # 1300630029-00001
WCD: 9/30/2017

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9000AS 130064073300001 (599.95)

LLA :

AR 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003976174

Increment of funds in support of ODCs, W.A. 1, WBS 5.1.7.1; PR # 1300640733-00001

FED: 9/30/2017

9100AN 130069139400001 5500.00

LLA :

BV 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004357657

Increment of funds for ODCs, WBS 5.1.6.1; PR # 1300691394-00001;

FED: 9/30/2019

MOD P00016 Funding -21936.64

Cumulative Funding 2908848.36

MOD P00017

7100AP 130070370000001 5000.00

LLA :

BW 97X4930 NH1E 257 77777 0 050120 2F 000000 A00004452483

Increment of funds for ODCs, WBS 5.1.6.2; PR # 1300703700-00001;

FED: 9/30/2018

MOD P00017 Funding 5000.00

Cumulative Funding 2913848.36

MOD P00018

7000AJ 130063536900001 (19553.25)

LLA :

AH 1771804 70BD 253 53824 S 060957 2D X001SW P00077NU000Q

Standard Number: RP000717WX001SW-AA

Increment of funds for labor WA 1, WBS 5.1.6.2; PR # 1300622728-00001 - \$30,000

WCD: 9/30/2017

Plus-up Increment of funds for labor WA1, WBS 5.1.6.2; PR # 1300635369-00001 -

\$40,000

WCD: 9/30/2017

7000AX 130064712700001 (671.75)

LLA :

AW 1761810 A2DB 310 WS050 0 050120 2D 000000 A00004022893

Increment of funds for labor WBS 5.1.6.3; PR # 1300647127-00001

WCD: 9/30/2018

7000BB 130065981400001 (3000.00)

LLA :

BA 1701811 1224 310 XRWML 0 068342 2D 000000 20010400401Z

Standard Number: N0002417RX20155-AA

Increment of funds for WBS 5.1.6.4; PR # 1300659814-00001

SCN OWLD: 3/31/2018

7000BD 130064713000001 (11388.43)

LLA :

BC 1761810 81DM 310 VU021 0 050120 2D 000000 A00004022896

Increment of funds for labor WBS 5.1.6.5; PR # 1300647130-00001;

FED: 9/30/2018

7000BE 130066166300001 (48275.57)

LLA :

BD 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004115792

Increment of funds for labor, WBS 5.1.6.1; PR # 1300661663-00001

FED: 9/30/19

7000BG 130064315300001 (9051.99)

LLA :

BF 1731611 1224 310 SH400 0 050120 2D 000000 A00003994501

Increment of funds for labor, WBS 5.1.3.2; PR # 1300643153-00001

SCN OWLD: 2/28/2021

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7000BH 130066289800001 (7188.47)

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for labor, WBS 5.1.12.4; PR # 1300662898-00001;

FED: 12/31/2018

7000BJ 130066289900001 (5000.00)

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for labor, WBS 5.1.12.4; PR # 1300662899-00001

FED: 12/31/2018

7000BK 130066166400001 (40000.00)

LLA :

BH 1771810 A4VC 310 WS050 0 050120 2D 000000 A00004115793

Increment of funds for labor, WBS 5.1.7.4; PR # 1300661664-00001;

FED: 9/30/2019

7000BL 130066155000001 (27422.00)

LLA :

BJ 1771810 81DM 310 VU021 0 050120 2D 000000 A00004115009

Increment of funds for labor, WBS 5.1.6.5; PR # 1300661550-00001

FED: 9/30/2019

7100AQ 130070802900001 20000.00

LLA :

BX 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004483451

Increment of funds for labor, WBS 5.1.6.1; PR # 1300708029-00001;

FED: 9/30/2019

7100AR 130070802200001 25500.00

LLA :

BM 1781804 70BD 252 53824 S 060957 2D C001SW P00078NU000Q

Standard Number: RP000718RC001SW-AA

Increment of funds for labor, WBS 5.1.6.2; PR # 1300708022-00001;

FED: 9/30/2018

9000AJ 130063536900001 (35817.47)

LLA :

AH 1771804 70BD 253 53824 S 060957 2D X001SW P00077NU000Q

Standard Number: RP000717WX001SW-AA

Increment of funds for ODCs WA 1, WBS 5.1.6.2; PR# 1300622728-00001

WCD: 9/30/2017; \$30,000

Plus-up of funds for ODCs WA1, WBS 5.1.6.2; PR# 1300635369-00001

WCD: 9/30/2017; \$25,000

9000AT 130064073400001 (6372.12)

LLA :

AS 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003976176

Increment of funds for ODCs, W.A. 1, WBS 5.1.6.4; PR # 1300640734-00001

SCN OWLD: 3/31/2018

9000AU 130064084100001 (10000.00)

LLA :

AT 1771810 A4VC 310 WS050 0 050120 2D 000000 A00003976772

Increment of funds for ODCs, WA 1, WBS 5.1.7.1; PR # 1300640841-00001

WCD: 9/30/2017

9000AV 130064598400001 (4329.62)

LLA :

AU 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004014844

Increment of funds for ODCs, WA 1, WBS 5.1.3.2; PR # 1300645984-00001

WCD: 9/30/2017

9000AX 130064712700001 (3497.27)

LLA :

AW 1761810 A2DB 310 WS050 0 050120 2D 000000 A00004022893

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Increment of funds for ODCs, WBS 5.1.6.3; PR # 1300647127-00001
FED: 9/30/2018

9000BB 130065981400001 (11000.00)

LLA :

BA 1701811 1224 310 XRWML 0 068342 2D 000000 20010400401Z

Standard Number: N0002417RX20155-AA

Increment of funds for ODCs in support of WBS 5.1.6.4; PR # 1300659814-00001

SCN OWLD: 3/31/2018

9000BD 130064713000001 (6634.00)

LLA :

BC 1761810 81DM 310 VU021 0 050120 2D 000000 A00004022896

Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300647130-00001;

FED: 9/30/2018

9000BE 130066166300001 (75119.27)

LLA :

BD 1771810 A2DB 310 WS050 0 050120 2D 000000 A00004115792

Increment of funds for ODCs, WBS 5.1.6.1; PR # 130066163-00001;

FED: 9/30/2019

9000BJ 130066289900001 (5000.00)

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 401380100FTY

Standard Number: N0002415RX00142-AA

Increment of funds for ODCs, WBS 5.1.12.4; PR # 1300662899-00001;

WCD: 12/31/2018

9000BK 130066166400001 (5000.00)

LLA :

BH 1771810 A4VC 310 WS050 0 050120 2D 000000 A00004115793

Increment of funds for ODCs, WBS 5.1.7.4; PR # 1300661664-00001;

FED: 9/30/2019

9000BL 130066155000001 (40000.00)

LLA :

BJ 1771810 81DM 310 VU021 0 050120 2D 000000 A00004115009

Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300661550-00001

FED: 9/30/2019

9100AQ 130070802900001 5000.00

LLA :

BX 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004483451

Increment of funds for ODCs, WBS 5.1.6.1; PR # 1300708029-00001;

FED: 9/30/2019

9100AR 130070802200001 7000.00

LLA :

BM 1781804 70BD 252 53824 S 060957 2D C001SW P00078NU000Q

Standard Number: RP000718RC001SW-AA

Increment of funds for ODCs, WBS 5.1.6.2; PR # 1300708022-00001;

FED: 9/30/2018

MOD P00018 Funding -316821.21

Cumulative Funding 2597027.15

MOD P00019

9100AS 130071000300001 3000.00

LLA :

BZ 97X4930 NH1E 310 77777 0 050120 2F 000000 A00004498677

Increment of funds for ODCs, WBS 5.1.6.5; PR # 1300710003-00001;

FED: 9/30/2018

MOD P00019 Funding 3000.00

Cumulative Funding 2600027.15

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Statement of Work (SOW), the Government requires Key personnel with the appropriate experience and professional qualifications. The applicable Labor Categories and associated qualifications are listed in Section H.2 and H.3 below. Key Personnel qualification levels are considered to be either required or desired, as designated below, for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the Key Personnel Labor Categories are considered key. Resumes for any replacement of Key Personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled Ddl-H11, Changes in Key Personnel and the clause entitled 5252.237-9106 – Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

The desired and required qualifications for each position are listed below. Specialized experience must be directly related to the tasks and programs listed in the SOW. In addition to specific experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the Labor Category employing skills that apply to the accomplishment of the technical objectives of the SOW will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

H.1.1 DEFINITIONS

(a) Experience – The required and desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the SOW.

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

(c) Accumulation of Qualifying Experience - Categories of Experience may be accumulated concurrently. All experience must be clearly supported by the resume.

(d) Non-key personnel are the non-resumed personnel proposed to provide hours on this requirement.

H.2 KEY PERSONNEL LABOR CATEGORY QUALIFICATIONS

Program Manager

Desired:

Ten (10) years of professional experience in the management of technical support for deployed tactical systems engineering projects related to weapon systems control, command and control, and fleet support activities. Demonstrated experience in management and using communication skills. Experience that demonstrates capabilities for performing management and executive functions such as planning, directing, coordinating, and managing administrative activities for a similar type of contract effort.

Sr. USW Weapon System Control System Analyst

Required:

Must hold a TM 04-16 USW CSSQT FIRE CONTROL ENGINEER certification.

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Desired:

Ten (10) years of professional experience in systems analysis and operation for Surface Ship Undersea Warfare (USW) systems. Professional experience in systems analysis of weapon systems control, and in fleet technical support. Experience in training tactical systems operation. Experience with Foreign Military Sales programs. Experience in Combat System Ship Qualification Trials (CSSQT), System Qualification Test (SQT), Developmental Test (DT)/Operational Test (OT), certification testing and Installation and Checkout (INCO). Demonstrated capability to develop and analyze Test Observation Reports (TORs). Experience in operator machine interface requirements.

Sr. USW Command and Control System Analyst

Required:

Must hold a TM 04-16 USW CADRT ENGINEER certification.

Desired:

Ten (10) years of professional experience in systems analysis and operation for Surface Ship USW Systems. Professional experience in systems analysis of command and control, and in fleet technical support. Experience in training tactical systems operation. Experience with Foreign Military Sales programs. Experience in Combat System Ship Qualification Trials (CSSQT), System Qualification Test (SQT), Developmental Test (DT), certification testing and Installation and Checkout (INCO). Demonstrated capability to develop and analyze Test Observation Reports (TORs). Experience in operator machine interface requirements.

H.3 NON-KEY PERSONNEL LABOR CATEGORY QUALIFICATIONS

In order to provide additional clarification to the Statement of Work, required and desired qualifications are provided for non-key personnel. The contractor shall provide non-key personnel who meet or exceed the required qualifications provided below. Prior to charging non-key personnel labor to this order, the Contractor shall provide written certification stating the individual's name, labor category, and certify that the individual meets or exceeds the minimum qualifications of the labor category. The Contractor shall also provide copies of applicable certifications/licenses. This written certification shall be made by email to the Contracting Officer, the Contract Specialist, and the COR.

USW Weapon System Control System Analyst

Required:

Eight (8) years of professional experience in systems analysis and operation for Surface Ship USW systems. Experience in systems analysis of weapon systems control, and in fleet technical support. Senior watch-stander experience in training tactical systems, operations, and associated fleet directives. General knowledge of Test Observable Reports (TOR's) and their relationship to the concept of reporting and improving the associated products. Must be capable of achieving a TM 04-16 REV 1 USW CSSQT Fire Control Engineer Job Qualification requirement (JQR) within 2 years.

USW Command and Control System Analyst

Required:

Eight (8) years of professional experience in systems analysis and operation for Surface Ship USW systems. Experience in systems analysis of command and control, and in fleet technical support. Senior watch-stander experience in training tactical systems, operations, and associated fleet directives. General knowledge of Test Observable Reports (TOR's) and their relationship to the concept of reporting and improving the products associated. Must be capable of achieving a TM 04-16 REV 1 CADRT ASW JQR and TDSS JQR within 2 years.

Sr. USW Systems Engineer

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Required:

Eight (8) years of experience in maintenance and trouble-shooting for surface ship weapons control systems including six (6) years of specific USW surface ship weapon control and USW surface ship command and control systems engineering experience in the areas of verification and validation, analysis, testing, and documentation of systems. Experience conducting comprehensive system assessments verifying current system status and performance of the associated sonar system. Experience in recognizing risks and issues that require follow-on troubleshooting, repair, and training. Ability to support editing System Version Descriptions (SVD's) for both legacy and advanced systems. Demonstrated experience providing technical guidance and expertise to fleet units and maintenance facilities that relate to ongoing Fleet Unit and their support structure.

Desired:

Experience with Fire Control, Computer Aided Dead Reckoning Tracer (CADRT), Torpedo Setting Panel (TSP), Surface Vessel Torpedo Tube (SVTT), and Vertical Launch System (VLS) interfaces and associated interfaces.

USW Systems Engineer

Required:

Experience conducting comprehensive system assessments verifying current system status and performance of the associated sonar system. Experience in recognizing risks and issues that require follow-on troubleshooting, repair, and training.

Desired:

Four (4) years of experience in maintenance and trouble-shooting for surface ship weapons control systems and three (3) years of specific USW surface ship weapon control or USW surface ship command and control systems engineering experience in the areas of verification and validation, analysis, testing, and documentation of systems. Experience with Fire Control, Computer Aided Dead Reckoning Tracer (CADRT), Torpedo Setting Panel (TSP), Surface Vessel Torpedo Tube (SVTT), and Vertical Launch System (VLS) interfaces and associated interfaces.

H.4 RESUME FORMAT AND CONTENT REQUIREMENTS

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

Complete Name

Task Order Labor Category

Percentage of time to be allocated to this effort

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

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

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

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

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

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.) If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure Offeror's proposals are evaluated on an

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equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

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

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

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

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

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

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

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

Professional licenses and certifications.

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

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation N00024-16-R-3241 by _____ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

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

H.5 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in

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this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

H.6 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. The Contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

H.7 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.8 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current

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information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
 - (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.
- (b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
 - (c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H.9 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

- (b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.
- (c) If the employee is not a current employee of the Contractor (or a Subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

H.10 Ddl-H40 FUNDING PROFILE

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

CLIN	Total CPFF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
7000	\$1,892,746	\$0.00	\$1,410,122.50	\$1,410,122.50	\$482,623.50	14,612
9000	\$753,790	\$0.00	\$250,250.65	\$250,250.65	\$503,539.35	
Total Base	\$2,646,536	\$0.00	\$1,660,373.15	\$1,660,373.15	\$986,162.85	
Option 1						
7100	\$2,097,944	\$0	\$763,045	\$763,045	\$1,334,899	7,853
9100	\$746,565	\$3,000	\$173,609	\$176,609	\$569,956	
Total Option 1	\$2,844,509	\$3,000	\$936,654	\$939,654	\$1,904,855	

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

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

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

CLIN	COST	FIXED FEE	TOTAL CPFF	Estimated Date to Fund Thru
Base				
7000	\$1,352,036	\$58,087	\$1,410,123	10/30/2017
9000	\$250,251	\$0	\$250,251	
Total Base	\$1,602,287	\$58,087	\$1,660,373	
Option 1				
7100	\$733,882	\$29,163	\$763,045	6/13/2018
9100	\$176,609	\$0	\$176,609	
Total Option 1	\$910,491	\$29,163	\$939,654	

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

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

H.12 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be the man-hours of direct labor identified in the table below, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

CLINs	Total Man Hours	Compensated	Uncompensated
Base (CLIN 7000)	19,613	19,613	0
Option 1 (CLIN 7100)	21,590	21,590	0
Option 2 (CLIN 7200)	23,510	23,510	0
Option 3 (CLIN 7300)	23,510	23,510	0
Option 4 (CLIN 7400)	23,510	23,510	0
Total Hours	111,733	111,733	0

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 430 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the

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expiration of the term hereof, except as provided in the following paragraph.

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include 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 and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H.13 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange

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Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

H.14 SAVINGS INITIATIVES

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

(a) Annual Labor Escalation: 2.84%

(b) Maximum Pass-Thru Rate: 6.00%

(c) Lower Fee rates than those reflected in the Base Contract: Fixed Fee: 6.00%

(d) Other:

AMCorp's fee on Sub-contractor costs: 0.00%

URS's Fixed Fee: 6.00%

(e) The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of:

The prime contractor's pass-thru rate under this order or

The subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

H.15 LABOR TRIPWIRE JUSTIFICATION

The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at a fully loaded labor rate that exceeds the labor tripwire amount in a contract labor category with no previous tripwire approval. If the contract labor category has not been approved, the Contractor may not proceed with the addition until he is advised by the Contract Specialist that the request has been approved.

The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order/Technical Instruction. If the individual is a subcontractor or consultant, the rate build-up shall include the prime Contractor's pass through rate.

Currently, the labor tripwire is \$156 per hour, regardless of the number of labor hours the proposed individual will work. The Contractor will be advised of any changes to this tripwire level that occur during performance.

H.16 ECRAFT CROSSWALK

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The following ECRAFT crosswalk for Task Order N00017817F3001 should be used with the Section C, C.25
ECRAFT STANDARD LANGUAGE:

Contract Labor Category (current title)	eCraft Labor Category Title	Experience Level of Contractor	Key or Non-Key Personnel
Program Manager	Manager, Program/Project II	Level II	Key
Sr. USW Weapon System Control System Analyst	Analyst, Operations III	Level III	Key
Sr. USW Command and Control System Analyst	Analyst, Operations III	Level III	Key
USW Weapon System Control System Analyst	Analyst, Operations II	Level II	Non-Key
USW Command and Control System Analyst	Analyst, Operations II	Level II	Non-Key
Sr. USW Systems Engineer	Technician, Engineering V	Level V	Non-Key
USW Systems Engineer	Technician, Engineering III	Level III	Non-Key

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SECTION I CONTRACT CLAUSES

I.1 PROVISIONS INCORPORATED BY REFERENCE

52.204-8 Annual Representations and Certifications (DEC 2014)

I.2 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.216-8	Fixed Fee	JUN 2011
52.222-50	Combatting Trafficking In Persons	MAR 2015
52.224-2	Privacy Act	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Sub-contractors	DEC 2013
52.243-7	Notification of Changes	APR 1984
52.244-6	Subcontracts For Commercial Items	SEP 2016
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7015	Disclosure of Information to Litigation Support Contractors	MAY 2016
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003
252.227-7019	Notice of Authorized Disclosure of Information for Litigation Support	SEP 2016
252.239-7009	Representation on Use of Cloud Computing	AUG 2015
252.239-7010	Cloud Computing Services	AUG 2015

All clauses in the Offeror's MAC contract apply to this Task Order, except for: 52.227-3, 52.216-10, 52.216-16, 52.216-17, 52.219-3, 52.219-4, 52.219-14, 52.219-25, 52.219-27, 52.219-29, 52.227-10, 52.249-2, 252.246-7001 ALT I, and 252.246-7001 ALT II.

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

I.3 CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

“Information system” means a discrete set of information resources organized for the collection, processing,

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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 subcontractor may have Federal contract information

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residing in or transiting through its information system.

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

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

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

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

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 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.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the

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exceptions in subparagraph (a)(1) through (a)(4) of the clause.

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2017-O0001)(NOV 2016)

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

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

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

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

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incorporated into the resulting contract.

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

(a) Definitions. As used in this clause—

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

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

“Covered defense information” means unclassified information that—

(1) Is—

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

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

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

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

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

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

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

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

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- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party Contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
- (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.
- (c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

(a) Definitions. As used in this clause—

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

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

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

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

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

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

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(ii) Falls in any of the following categories:

(A) Controlled technical information.

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

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

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

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

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

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

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

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

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered Contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered Contractor information systems including, at a minimum—

(i) For covered Contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

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

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

(ii) For covered Contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

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

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

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

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

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

(d) Malicious software. The Contractor or Sub-contractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered Contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require Sub-contractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number,

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automatically assigned by DoD, to the prime Contractor (or next higher-tier Sub-contractor) as soon as practicable.

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 Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

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

(a) Definitions. As used in this clause—

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

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

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

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

(5) "Covered Government support Contractor" means a Contractor (other than a litigation support Contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and

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oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the Contractor—

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

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

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

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

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

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

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

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

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

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

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

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

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

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Government purposes.

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

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

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

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

(iii) The Government shall not release or disclose technical data in which it has Government purpose rights unless—

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

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

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

(3) Limited rights.

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

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

(B) Created exclusively at private expense in the performance of a contract that does not require the development,

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manufacture, construction, or production of items, components, or processes.

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

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

(iv) The Contractor acknowledges that—

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is

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the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

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

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

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the

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Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its Sub-contractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the Government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address
Expiration Date

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

(End of legend)

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

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

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

(End of legend)

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(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

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

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

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

(h) Removal of unjustified and nonconforming markings.

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

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

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

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

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties,

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or similar charges, for rights in technical data to be delivered under this contract when—

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

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

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

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

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

(k) Applicability to Sub-contractors or suppliers.

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

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

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

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

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

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(a) Definitions. As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-Governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or

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license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

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

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

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

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

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

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

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

(7) "Developed" means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

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

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

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

(9) "Developed exclusively with Government funds" means development was not accomplished exclusively or

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partially at private expense.

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

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

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

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

(13) “Minor modification” means a modification that does not significantly alter the nonGovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit Contractors or Sub-contractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular Contractors or Sub-contractors was made;

(B) Such Contractors or Sub-contractors are subject to the use and non-disclosure agreement at 227.7103-7 of the

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Defense Federal Acquisition Regulation Supplement (DFARS) or are Government Contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit Contractors or Sub-contractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government Contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support Contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support Contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or Sub-contractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to

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another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or Government purpose license rights and the restrictive conditions have expired; or

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

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have Government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The Government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has Government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

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

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its Sub-contractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support Contractors;

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

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support Contractor to enter into a non-disclosure agreement directly with the

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Contractor (or the party asserting restrictions) regarding the covered Government support Contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

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

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have Government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or Government purpose rights in computer software, Government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

(f) Marking requirements. The Contractor, and its Sub-contractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the Government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or

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402.

(1) General marking instructions. The Contractor, or its Sub-contractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address
Expiration Date

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

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.
Contractor Name
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

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SPECIAL LICENSE RIGHTS

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

(End of legend)

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

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

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its Sub-contractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

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

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

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

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

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

(j) Limitation on charges for rights in computer software or computer software documentation.

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

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contract when—

- (i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or
- (ii) The software or documentation are available to the public without restrictions.

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

(i) Includes costs charged by a Sub-contractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in Sub-contractor or supplier computer software or computer software documentation, if the Sub-contractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

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

(k) Applicability to Sub-contractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a Sub-contractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its Sub-contractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier Sub-contractor's or supplier's rights in a Sub-contractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier Sub-contractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their Sub-contractors or suppliers.

(3) The Contractor shall ensure that Sub-contractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect Sub-contractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.

(b) Presumption regarding development exclusively at private expense.

(1) Commercial items. For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b) (2) of this clause, the Contracting Officer will presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) Major systems. The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1)) of this clause. When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or Sub-contractor demonstrates that the item, component, or process was developed exclusively at private expense.

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(c) Justification. The Contractor or Sub-contractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or Sub-contractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or Sub-contractor to furnish a written explanation for any restriction asserted by the Contractor or Sub-contractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or Sub-contractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or Sub-contractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or Sub-contractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or Sub-contractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or Sub-contractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or Sub-contractor (or any licensee of such Contractor or Sub-contractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or Sub-contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or Sub-contractor's written response shall be considered a claim within the meaning of 41

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U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or Sub-contractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or Sub-contractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or Sub-contractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or Sub-contractor fails to respond. Upon a failure of a Contractor or Sub-contractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or Sub-contractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or Sub-contractor responds.

(1) If the Contracting Officer determines that the Contractor or Sub-contractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or Sub-contractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or Sub-contractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or Sub-contractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or Sub-contractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or Sub-contractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or Sub-contractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or Sub-contractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or Sub-contractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or Sub-contractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or Sub-contractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or Sub-contractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or Sub-contractor agrees that the agency may, following notice to the Contractor or

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Sub-contractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or Sub-contractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or Sub-contractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or Sub-contractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or Sub-contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or Sub-contractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or Sub-contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or Sub-contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or Sub-contractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or Sub-contractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or Sub-contractor agrees that the Contracting Officer may transact matters under this clause directly with Sub-contractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and Sub-contractors.

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(l) Flowdown. The Contractor or Sub-contractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its Sub-contractors or suppliers at any tier requiring the delivery of technical data.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - DD Form 1423 - CDRLs

Exhibit A1 - Reserved

Attachment J.1 - DD 254 Security Classification - Final

Attachment J.2 - Reserved

Attachment J.3 - Reserved

Attachment J.4 - Reserved

Attachment J.5 - COR Appointment Letter

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