

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-12-D-6753		2. DELIVERY ORDER NO. N0018919F3030		3. EFFECTIVE DATE 2019 Jul 12		4. PURCH REQUEST NO. N4027319RC027AD		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Jill H Joscelyn/Code 230.1 757-443-1219			CODE N00189		7. ADMINISTERED BY DCMA HAMPTON 2128 Pershing Avenue Fort Eustis VA 23604			CODE S5111A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Aermor LLC 207 Business Park Drive, Ste 100 Virginia Beach VA 23462			CODE 5ZDW0		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED X WOMEN-OWNED		
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	x	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Aermor LLC		<i>Penny A. Morgan</i>			Penny A Morgan President & CEO			2019.07.15			
NAME OF CONTRACTOR		SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL				
				BY: /s/Jill H Joscelyn			07/12/2019		26. DIFFERENCES		
							CONTRACTING/ORDERING OFFICER				
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS		FINAL				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT		COMPLETE		34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		FULL		35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 2 of 2	FINAL
----------------------------------	-------------------------------------	----------------	-------

GENERAL INFORMATION

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 1 of 40	FINAL
----------------------------------	-------------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	Labor (O&MN,N)	12.0	MO		
8001	R499	LABOR (O&MN,N) Option	12.0	MO		
8002	R499	LABOR (O&MN,N) Option	12.0	MO		
8003	R499	LABOR (O&MN,N) Option	12.0	MO		
8004	R499	LABOR (O&MN,N) Option	12.0	MO		
8005	R499	FAR 52.217-8 LABOR (O&MN,N) Option	6.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	TRAVEL (O&MN,N)	1.0	EA	
9001	R499	TRAVEL (O&MN,N) Option	1.0	EA	
9002	R499	TRAVEL (O&MN,N) Option	1.0	EA	
9003	R499	TRAVEL (O&MN,N) Option	1.0	EA	
9004	R499	TRAVEL (O&MN,N) Option	1.0	EA	
9005	R499	FAR 52.212-8, TRAVEL (O&MN,N) Option	1.0	EA	

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

Navy Expeditionary Combat Command (NECC) is acquiring contractor support services for the management and processing of Assessment and Authorization (A&A) of systems and applications used and operated by NECC Training Division (N7) and Echelon IV commands. Support tasks include but not limited to the processing, planning, execution and management of A&A packages within the Risk Management Framework (RMF) system.

2.0 SCOPE

This statement of work (SOW) defines Full Time Employee (FTE) Subject Matter Expert (SME) Support services to be procured: One (1) Information Systems Security Expert (ISSE) and Two (2) System Administrator Support technicians. The Contractor shall be responsible for the provision of adequate levels of staffing required to meet functional requirements. The Contractor shall be responsible for training contractor support to 1) meet N7 operational requirements (i.e., contractor personnel should arrive ready to work), 2) meet N7 requirements currently at DOD Information Assurance Technical Level II and computing environment certifications in accordance with (IAW) DoD 8570.01-M, and 3) maintain certifications and complete DOD and DON annual training requirements.

SME FTEs Required	QTY
Information Systems Security Expert (ISSE)	1
System Administrator Support technician	2

****NOTE:** The above is historical information only. The Contractor shall determine the appropriate number of personnel to successfully complete the tasks outlined in this PWS.

3.0 SECURITY REQUIREMENTS

U.S. citizenship and a SECRET security clearance are the minimum requirements for all FTEs required. The contractor shall ensure the ability to obtain personnel at the secret security clearance to meet the terms of this contract. As applicable, NECC shall prepare and submit appropriate DD Form 254 to meet security requirements. However, the Contractor shall pre-clear new employees within 10 days of starting on the contract and must obtain approval from the Regional Security Officers. Contractor personnel shall comply with DON and local security requirements.

4.0 PERIOD OF PERFORMANCE

The period of performance is a 1-year base period, (4) 1 - year option years and a 6-month option is needed.

5.0 HOURS OF PERFORMANCE

Normal duty hours are from 0730 – 1600 Monday through Friday except Federal holidays or when the Government facility is closed. There may be times when the Contractor will be required to work outside of the normal working hours as previously defined. Any time the Contractor is required to work outside the standard working hours, the Contractor shall coordinate those working times with the COR.

6.0 PLACE OF PERFORMANCE

Place of work may vary and shall be designated at various NECC Commands and possibly require some work to be performed outside of the United States (OCONUS). The place of performance during a particular workday will be based on requirements at any one of the above commands and will be decided on by the COR. Place of performance may require work at vendor provided workspace.

7.0 DESCRIPTION OF WORK

In the performance of support services to operate and maintain N7 requirements, contractor employees shall be required to perform tasks and sub-tasks. The following generally identifies the services and support required under the resultant contract: Information provided in this section is strictly a summary of the applicable functions and should not be construed as all-inclusive. Test & Evaluation: Experience in allocating assigned security controls into assessment objectives and procedures, developing and executing Security Assessment Plans by selecting and tailoring appropriate assessment methods, depth and coverage, and applying sequencing to reduce duplication of effort and provide cost effective assessment solutions.

ISSE and System Admin Support shall possess a thorough understanding of Navy’s A&A process, and an advanced understanding of applicable Navy systems. including, but not limited to, networks and IT infrastructure such as the Navy Marine Corps Internet (NMCI).

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 4 of 40	FINAL
----------------------------------	-------------------------------------	-----------------	-------

The Contractor shall provide engineering and technical analysis to perform a broad assortment of system certification and accreditation support functions. Services include knowledge and experience related to but not limited to: network/system configuration, design, planning, management, Information Assurance (IA) compliance and Certification & Accreditation requirements.

The Contractor shall provide analysis and guidance for application architectural enhancements including but not limited to: Information Assurance (IA) compliance, high availability, scalability, capacity planning, network design, cable plant and IP management.

The contractor shall provide support to maintain the system, network and application security integrity including development, management and updating the Certification and Accreditation requirements to include the execution and recording results of applicable test and verification requirements.

The contractor shall apply Defense in Depth methodologies to the hardening of all associated networks and systems. In depth knowledge of the Defense Information Systems Agency published Security Technical Information Guidance (STIG) processes and procedures is essential.

The contractor shall support all Computer Network Defense (CND) compliance directives.

The contractor shall employ latest IA/cybersecurity tools and industry best practices in network and system security.

The contractor shall attend meetings, take notes and prepare written feedback on the content and outcome of meetings, and follow-on tasks including recommendation and suggestions.

The contractor shall assist in developing point papers, naval messages, presentations, briefings and other forms of written documentation on an as needed basis to support C&A and IA/cybersecurity functions.

The contractor shall develop Standard Operating Procedures (SOPs), checklists, workflow process charts, forms, POC lists, and other documentation needed to support C&A processes and related IA/cybersecurity functions.

The contractor shall develop POAMs and risk assessments.

7.1 INFORMATION SYSTEM SECURITY ENGINEER

The Contractor shall demonstrate foundational knowledge of the Risk Management Framework (RMF) process and the documentation requirements associated with a Navy Security Authorization Package under RMF.

7.2. SYSTEM ADMINISTRATION SUPPORT

The contractor shall provide System Administrator support in maintaining, configuring and troubleshooting various Microsoft, Red Hat Linux (RHEL 5/6), and Operating System products included

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 5 of 40	FINAL
----------------------------------	-------------------------------------	-----------------	-------

in approved ATO accreditation boundaries for each system, including Microsoft Server, Microsoft SQL Server, Software Update Services, Windows 10, Microsoft Office Suite, Cradlepoint, and VPN.

Plan and schedule installation of new or modified hardware, operating systems and software applications. When directed by Government manager and validated by the COR as directed based on condition as events and policy changes mandate.

Administer & troubleshoot system accounts. Administer user accounts, privileges, and access to systems and equipment. Administer system resources, installation and integration of systems fixes and workarounds, updates, patches, and enhancements, including; performance, capacity, availability, confidentiality, integrity, serviceability and recoverability. Troubleshoot system outages and problems on a daily basis as the events are incurred.

8.0 PERSONNEL QUALIFICATIONS, SKILL and KNOWLEDGE

Government Furnished Information (GFI) consists of applicable program data and various technical reports and publications that are available in the NECC N7/N6 Directorate or at designated government sites. The Government will make available to the contractor for use in connection with and under the terms of this contract, the information described above as GFI, along with such related information as the contractor may request and as may be reasonably required in the performance of this task. Upon completion of work, all GFI shall be returned to the Government.

8.1 The contractor shall have the following certifications and education

1) Certification:

The contractor shall hold a DoD 8570.01-M IAT Level II Certification

(2) Education:

Bachelor degree in a technical or managerial related discipline [Note: a high school diploma or HS diploma or HS equivalency certificate is acceptable with additional years of experience as defined in the next category);

Defense Information Systems Agency (DISA) eMASS Training (instructor-led session);

DISA Assured Compliance Assessment Solution (ACAS) Training; or Tenable

Compliance Auditing Training; or Tenable Nessus Advanced Capabilities Training (Instructor-led session)

Risk Management Framework (RMF) Training

(3) General Experience:

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 6 of 40	FINAL
----------------------------------	-------------------------------------	-----------------	-------

The contractor shall have greater than five (5) * years practical experience in a Cybersecurity, Engineering, T&E or an A&A (formerly C&A) related field.

Without college degree, greater than seven (7) years required.

(4) Navy Experience:

Navy IT sites, systems and infrastructure: In-depth familiarity and understanding of Navy IT sites, systems and infrastructure (Including PIT systems); applies Navy RMF guidance to Navy A&A efforts (or equivalent direct DoD RMF A&A experience as approved by the IA TA);

Test & Evaluation: Experience in allocating assigned security controls into assessment objectives and procedures, executing Security Assessment Plans by selecting, tailoring, and applying appropriate assessment methods, depth and coverage, and

applying sequencing to reduce duplication of effort and provide cost effective assessment solutions.

(5) Qualifications:

Demonstrated knowledge and experience of IA / INFOSEC concepts and requirements.

Knowledge of the DOD A&A process and standards

System / network vulnerability analysis

Risk assessment and risk mitigation analysis

Security Test and Evaluation (ST&E)

Contingency planning

Firewall Policy

Ports & Protocols

Risk Management Framework (RMF)

Cybersecurity

Cybersafe

8.1 GOVERNMENT FURNISHED EQUIPMENT (GFE)

Contractors physically located in a NECC facility will be provided an NMCI/NGEN/ONENET seat (NIPRNET and/or SIPRNET access) and all associated hardware/software that will be needed to complete above described tasks.

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 7 of 40	FINAL
----------------------------------	-------------------------------------	-----------------	-------

8.2 GOVERNMENT FURNISHED MATERIAL (GFM)

Materials considered reasonably required for the completion of the described work will be furnished to the contractor upon request made to the COR. These materials will be furnished to the contractor for use in connection with and under the terms of this contract. Upon completion of work, all GFM shall be returned to the Government. USFF will provide NMCI/COSC user accounts for contractor personnel and commands receiving the assist visit will provide necessary support while on-site. Upon completion of work, all GFM shall be returned to the Government.

9.0 TRAVEL

Travel will be required. The Contractor shall use the Federal lodging and per diem allowances in accordance with FAR 31.205-46 and the applicable Federal Travel Regulations. Any travel to be executed in support of this requirement must be approved by the government. All approved travel exceeding a 50-mile radius will be reimbursed in accordance with the JTR.

The Contractor may be required to travel to multiple locations such as Little Creek, VA, Point Mugu, CA; Gulfport, MS, Imperial Beach, CA; Jacksonville, FL; Newport, RI; Okinawa Japan; Jebel Ali Bahrain; and Guam in support of the execution of the courses, as identified within this PWS. The Government shall approve all travel. All approved travel exceeding a 50-mile radius will be reimbursed in accordance with the JTR. Travel will be conducted and invoiced in accordance with the Joint Travel Regulations (JTR). The Government provided amounts for estimated travel (not to exceed) for the base year and options are addressed in Section ? of the solicitation. Travel will approximately be 20% of the time per year.

10.0 ACCEPTANCE PLAN

Inspection and acceptance is performed by the COR on all data and non-data deliverables in accordance with the Quality Assurance Surveillance Plan (QASP).

- See separate file.

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 8 of 40	FINAL
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SECTION D PACKAGING AND MARKING

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

SECTION E INSPECTION AND ACCEPTANCE

Acceptance will be at place of performance.

QASP

To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS, a QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

Performance Standards

- a. **Schedule** - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
- b. **Deliverables** – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
- c. **Past Performance** - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship, the contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.

Surveillance Methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic inspection, and validated customer complaints.

Performance Measurement: Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality	Activities, facilities, deliveries as required by the PWS	Inspection by the COR	Upon completion of activities; as required for corrective action	>95% compliance
Contractor Response	Activities, facilities, deliveries as required by the	Inspection by the COR	As required for Corrective Action	100% compliance

	PWS			
Invoicing	Invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice by the COR	Upon completion of each event	100% accuracy
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables performed/submitted timely
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Regulatory Compliance	Report labor hours pursuant to ECRMA; comply with FAR Clause 52.222-50 (human Trafficking)	COR observation, documented performance	Annual	100% compliance

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR makes an annual report on Contractor Performance via CPARS or other annual report that may be required. The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 11 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

SECTION F DELIVERABLES OR PERFORMANCE

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

8000	8/5/2019 - 8/4/2020
9000	8/5/2019 - 8/4/2020

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at Naval Expeditionary Combat command (NECC), Virginia Beach, VA

Period of Performance:

The anticipated task order will contain a base period of one (1) year and four (4) 12-month option periods, as well an option of a six-month extension of services provided under FAR 52.217-8. The period of performance is detailed in the table below:

Period	Dates
Base Year	05 August 2019 – 04 August 2020
Option Year 1	05 August 2020 – 04 August 2021
Option Year 2	05 August 2021 – 04 August 2022
Option Year 3	05 August 2022 – 04 August 2023
Option Year 4	05 August 2023 – 04 August 2024
FAR 52.217-8	05 August 2024 – 04 February 2025

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 13 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
Diane M Littrell, NECC N74
1575 Gator Blvd, Bldg 3504
Virginia Beach, VA 23459-3229
diane.littrell@navy.mil
757-462-4316

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical
Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 14 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 15 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 16 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. **PROCURING CONTRACTING OFFICER (PCO)** is responsible for: a. All pre-award information, questions, or data; b. Freedom of Information inquiries; c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or d. Arranging the post award conference (See FAR 42.503).

NAVSUP Fleet Logistics Center Norfolk Jill Joscelyn, Code 230 1968 Gilbert Street, Suite 600 Norfolk, VA 23511-3392 757-443-1219 jill.joscelyn@navy.mil

2. **CONTRACT ADMINISTRATION OFFICE (CAO)** is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

NAVSUP Fleet Logistics Center Norfolk 1968 Gilbert Street, Suite 600 Norfolk, VA 23511-3392 757-443-1419

3. **DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)** is responsible for contract administration functions delegated by the PCO

Name: ----N/A-----Address:

-----Phone:

4. **PAYING OFFICE** is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS CLEVELAND NORFOLK ACCOUNTS PAYABLE Address:1240 E 9TH STREET
CLEVELAND OH 44199-8022 Phone: -----

5. **CONTRACTING OFFICERS REPRESENTATIVE (COR)** is responsible for: a. Liaison with personnel at the Government installation and the contractor personnel on site; b. Technical advice/recommendations/clarification on the statement of work; c. The statement of work for delivery/task orders placed under this contract. d. An independent government estimate of the effort described in the definitized statement of work; e. Quality assurance of services performed and acceptance of the services or deliverables; f. Government furnished property; g. Security requirements on Government installation; h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

Contracting Officer Representative

Contracting Officer Representative

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 17 of 40	FINAL
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Diane M Littrell, NECC N74
1575 Gator Blvd, Bldg 3504
Virginia Beach, VA 23459-3229
diane.littrell@navy.mil
757-462-4316

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: -----N/A-----Address:
-----Phone:

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by: a. Identifying contractor deficiencies to the COR; b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables; c. Identifying contractor noncompliance of reporting requirements; d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations; e. Reviewing contractor reports providing recommendations for acceptance/rejection; f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice; g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: -----N/A-----Address:

-----Phone: -----

(End of text)

Accounting Data

SLINID	PR Number	Amount
8000	N4027319RC027AD	
LLA :		
AA 1791804 6C6C 257 C582A 056521 2D C027AD 40273934KCAP		
Standard Number: N4027319RC027AD		
9000	N4027319RC027AD	
LLA :		
AA 1791804 6C6C 257 C582A 056521 2D C027AD 40273934KCAP		
Standard Number: N4027319RC027AD		

BASE Funding
Cumulative Funding

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 18 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (a) Definitions. As used in this clause— Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol. (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

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

_____ (Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(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*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC HQ0339

Issue By DoDAAC N00189

Admin DoDAAC N00189

Inspect By DoDAAC

Ship To Code

Ship From Code Mark For Code Service Approver (DoDAAC) R57046

Service Acceptor (DoDAAC)

R57046 Accept at Other DoDAAC

LPO DoDAAC R57046

DCAA Auditor DoDAAC Other DoDAAC(s)

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "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.

Diane.Littrell@navy.mil

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 19 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

(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. Diane.Littrell@navy.mil

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

(End of clause)

ORGANIZATIONAL CONFLICT OF INT NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST The Contracting Officer has determined that there is a substantial likelihood that organizational conflicts of interest (OCI) could arise during the performance of this contract. Offerors are invited to examine 10 U.S.C. § 2399, Federal Acquisition Regulation (FAR) Subpart Part 9.5, as well as, the contract clause entitled **ORGANIZATIONAL CONFLICTS OF INTEREST** addressed in the solicitation. By the very nature of the tasks assigned under the anticipated contract, the contractor(s) could gain non-public information about forthcoming Navy IT requirements that might result in an unfair competitive advantage in future procurements. The field of potential contractors which are capable of performing this task are sometimes the same vendors that support and provide the supplies and services under the approved requests. Accordingly, it is foreseeable that organizational conflicts of interest could arise in some instances due to performance under this contract and warrant the existence of conflicting roles that might bias a contractor's judgment and create an unfair competitive advantage. Pursuant to FAR 9.507-1(d), the terms of the OCI clause and the application of 10 U.S.C. § 2399 and FAR 9.5 are not subject to negotiation. The contractor shall disclose to the Government information concerning all conflicts of interest and explain how it intends to avoid, neutralize, or mitigate any possible conflicts of interests. Notwithstanding this, nothing herein will prevent the Contracting Officer from reviewing an offeror's proposed OCI plan to determine whether such complies, or can be conformed to, the requirements of law and regulation

ORGANIZATIONAL CONFLICTS OF INTEREST (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract. (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause. (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered under this contract. (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data. (d) Definitions. For purposes of application of this clause only, the following definitions are applicable: (1) "System" includes system, major component, subassembly or subsystem, project, or item. (2) "Nondevelopmental items" as defined in FAR 2.101. (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b). (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b). (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations. (6) "Consultant services" as defined in FAR 31.205-33(a). (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm. (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract. (9) "Interest" means organizational or financial interest. (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system. (e) Contracting restrictions. (1) To the

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 20 of 40	FINAL
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extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of the contract. (FAR 9.505-1(a)) (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1)) (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1)) (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that is established to ensure objectivity to protect the Government's interests. (FAR 9.505-3) (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b)) (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 21 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b)) (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, the products or services of another firm for which the contractor performs similar work, or the products or services of a competitor. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS. (f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation. (g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information: (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved; (2) a description of the work to be performed; (3) the dollar amount; (4) the period of performance; and (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION The prime contractor shall complete this representation and submit it with their task order proposal. I represent, as part of this offer, to the best of my knowledge and belief that: (a) The award of the task order for technical, analytical, administrative and material support services for the CVN-78 Platform Initial Operational Test and Evaluation (IOT&E) under Solicitation N00024-15-R-3542 _____ (hereinafter "Contractor") [PRIME CONTRACTOR] does /___/ does not /___/ involve "Organizational Conflicts of Interests" - meaning situations or relationships of the type described in 10 U.S.C. § 2399, FAR Subpart 9.5 and defined at FAR Subpart 2.101 – with respect to Contractor, (including any of its parent organizations or corporations, all subsidiaries, divisions, affiliates, and directorates) and with respect to any subcontractor that will perform the services under this task order. (b) The supplies, services, and other performance to be rendered by Contractor and any subcontractor under this task order are /___/ are not /___/ subject to terms, conditions and restrictions imposed by other current and/or prior federal contracts now being performed or performed arising from Organizational Conflicts of Interests. Identify the subcontractors, if any, providing services under this task order. If none, so state.

_____. If organizational conflicts of interest or conditions and restrictions exist, I understand that the contracting officer has the discretion to take any of the following actions: (1) Disqualify and exclude the offeror from consideration for the subject task order; (2) Impose appropriate conditions and restrictions which avoid, neutralize or mitigate such conflicts; or (3) Determine that it is otherwise in the best interests of the United States to seek award of the contract under applicable waiver procedures. Offerors should note that COMOPTEVFOR and FISC Norfolk have never sought an organizational conflict of interest waiver. The refusal or failure of the prime contractor to provide this representation shall result in the disqualification of the offeror for award of the task order. This representation will be incorporated by reference into and made a part of the awarded task order. I understand that this representation constitutes a material representation. I am authorized to make this representation on behalf of

_____. [NAME OF CONTRACTOR] By,
 _____/signed name _____/printed

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 22 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

name _____/title _____ [NAME OF CONTRACTOR]

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a Service Disabled Veteran Owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

REIMBURSEMENT OF TRAVEL COST (SEP 2015)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per Diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 23 of 40	FINAL
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(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 24 of 40	FINAL
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SECTION I CONTRACT CLAUSES

IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED WITHIN THE SEAPORT-E MULTIPLE AWARD CONTRACTS (MACS), THE FOLLOWING CLAUSES/PROVISIONS ARE INCORPORATED BY REFERENCE:

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION JAN 2017

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS JAN 2017

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING JUL 2016

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE JUL 2016

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL JAN 2017

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. JUL 2018

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCT 2018

52.217-5 EVALUATION OF OPTIONS JUL 1990

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT DEC 2010

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 DEC 2015

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS DEC 2013 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION APR 1984 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS

IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED WITHIN THE SEAPORT-E MAC, THE FOLLOWING CLAUSES/PROVISIONS ARE INCORPORATED BY FULL TEXT:

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(A) AS REQUIRED BY SECTIONS 744 AND 745 OF DIVISION E OF THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2015 (PUB. L. 113-235), AND SIMILAR PROVISIONS, IF CONTAINED IN SUBSEQUENT APPROPRIATIONS ACTS, THE GOVERNMENT WILL NOT ENTER INTO A CONTRACT WITH ANY CORPORATION THAT-

(1) HAS ANY UNPAID FEDERAL TAX LIABILITY THAT HAS BEEN ASSESSED, FOR WHICH ALL JUDICIAL AND ADMINISTRATIVE REMEDIES HAVE BEEN EXHAUSTED OR HAVE LAPSED, AND THAT IS NOT BEING PAID IN A TIMELY MANNER PURSUANT TO AN AGREEMENT WITH THE AUTHORITY RESPONSIBLE FOR COLLECTING THE TAX LIABILITY, WHERE THE AWARING AGENCY IS AWARE OF THE UNPAID TAX LIABILITY, UNLESS AN AGENCY HAS CONSIDERED SUSPENSION OR DEBARMENT OF THE CORPORATION AND MADE A DETERMINATION THAT

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 25 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

SUSPENSION OR DEBARMENT IS NOT NECESSARY TO PROTECT THE INTERESTS OF THE GOVERNMENT; OR

(2) WAS CONVICTED OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL LAW WITHIN THE PRECEDING 24 MONTHS, WHERE THE AWARDING AGENCY IS AWARE OF THE CONVICTION, UNLESS AN AGENCY HAS CONSIDERED SUSPENSION OR DEBARMENT OF THE CORPORATION AND MADE A DETERMINATION THAT THIS ACTION IS NOT NECESSARY TO PROTECT THE INTERESTS OF THE GOVERNMENT.

(B) THE OFFEROR REPRESENTS THAT-

(1) IT IS [] IS NOT [] A CORPORATION THAT HAS ANY UNPAID FEDERAL TAX LIABILITY THAT HAS BEEN ASSESSED, FOR WHICH ALL JUDICIAL AND ADMINISTRATIVE REMEDIES HAVE BEEN EXHAUSTED OR HAVE LAPSED, AND THAT IS NOT BEING PAID IN A TIMELY MANNER PURSUANT TO AN AGREEMENT WITH THE AUTHORITY RESPONSIBLE FOR COLLECTING THE TAX LIABILITY; AND

(2) IT IS [] IS NOT [] A CORPORATION THAT WAS CONVICTED OF A FELONY CRIMINAL VIOLATION UNDER A FEDERAL LAW WITHIN THE PRECEDING 24 MONTHS.

(END OF PROVISION)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 1 DAY.

(END OF CLAUSE)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 1 DAY; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 5 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(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 OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 66 MONTHS.

(END OF CLAUSE)

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

IN COMPLIANCE WITH THE SERVICE CONTRACT LABOR STANDARDS STATUTE AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
EMPLOYEE CLASS MONETARY WAGE-FRINGE BENEFITS

INFORMATION SECURITY EXPERT (ISSE) GS 13, STEP 5

SYSTEM ADMINISTRATOR SUPPORT TECHNICIAN GS12, STEP 8

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 26 of 40	FINAL
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(END OF CLAUSE)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS CONTRACT. THE GOVERNMENT'S OBLIGATION UNDER THIS CONTRACT IS CONTINGENT UPON THE AVAILABILITY OF APPROPRIATED FUNDS FROM WHICH PAYMENT FOR CONTRACT PURPOSES CAN BE MADE. NO LEGAL LIABILITY ON THE PART OF THE GOVERNMENT FOR ANY PAYMENT MAY ARISE UNTIL FUNDS ARE MADE AVAILABLE TO THE CONTRACTING OFFICER FOR THIS CONTRACT AND UNTIL THE CONTRACTOR RECEIVES NOTICE OF SUCH AVAILABILITY, TO BE CONFIRMED IN WRITING BY THE CONTRACTING OFFICER.

(END OF CLAUSE)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(A) PROTESTS, AS DEFINED IN SECTION 33.101 OF THE FEDERAL ACQUISITION REGULATION, THAT ARE FILED DIRECTLY WITH AN AGENCY, AND COPIES OF ANY PROTESTS THAT ARE FILED WITH THE GOVERNMENT ACCOUNTABILITY OFFICE (GAO), SHALL BE SERVED ON THE CONTRACTING OFFICER (ADDRESSED AS FOLLOWS) BY OBTAINING WRITTEN AND DATED ACKNOWLEDGMENT OF RECEIPT FROM JILL JOSCELYN AT JILL.JOSCELYN@NAVY.MIL.

(B) THE COPY OF ANY PROTEST SHALL BE RECEIVED IN THE OFFICE DESIGNATED ABOVE WITHIN ONE DAY OF FILING A PROTEST WITH THE GAO.

(END OF PROVISION)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(A) INSPECTION/ACCEPTANCE. THE CONTRACTOR SHALL ONLY TENDER FOR ACCEPTANCE THOSE ITEMS THAT CONFORM TO THE REQUIREMENTS OF THIS CONTRACT. THE GOVERNMENT RESERVES THE RIGHT TO INSPECT OR TEST ANY SUPPLIES OR SERVICES THAT HAVE BEEN TENDERED FOR ACCEPTANCE. THE GOVERNMENT MAY REQUIRE REPAIR OR REPLACEMENT OF NONCONFORMING SUPPLIES OR REPERFORMANCE OF NONCONFORMING SERVICES AT NO INCREASE IN CONTRACT PRICE. IF REPAIR/REPLACEMENT OR REPERFORMANCE WILL NOT CORRECT THE DEFECTS OR IS NOT POSSIBLE, THE GOVERNMENT MAY SEEK AN EQUITABLE PRICE REDUCTION OR ADEQUATE CONSIDERATION FOR ACCEPTANCE OF NONCONFORMING SUPPLIES OR SERVICES. THE GOVERNMENT MUST EXERCISE ITS POST ACCEPTANCE RIGHTS (1) WITHIN A REASONABLE TIME AFTER THE DEFECT WAS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED; AND (2) BEFORE ANY SUBSTANTIAL CHANGE OCCURS IN THE CONDITION OF THE ITEM, UNLESS THE CHANGE IS DUE TO THE DEFECT IN THE ITEM.

(B) ASSIGNMENT. THE CONTRACTOR OR ITS ASSIGNEE MAY ASSIGN ITS RIGHTS TO RECEIVE PAYMENT DUE AS A RESULT OF PERFORMANCE OF THIS CONTRACT TO A BANK, TRUST COMPANY, OR OTHER FINANCING INSTITUTION, INCLUDING ANY FEDERAL LENDING AGENCY IN ACCORDANCE WITH THE ASSIGNMENT OF CLAIMS ACT (31 U.S.C. 3727). HOWEVER, WHEN A THIRD PARTY MAKES PAYMENT (E.G., USE OF THE GOVERNMENTWIDE COMMERCIAL PURCHASE CARD), THE CONTRACTOR MAY NOT ASSIGN ITS RIGHTS TO RECEIVE PAYMENT UNDER THIS CONTRACT.

(C) CHANGES. CHANGES IN THE TERMS AND CONDITIONS OF THIS CONTRACT MAY BE MADE ONLY BY WRITTEN AGREEMENT OF THE PARTIES.

(D) DISPUTES. THIS CONTRACT IS SUBJECT TO 41 U.S.C. CHAPTER 71, "CONTRACT DISPUTES", AS AMENDED (41 U.S.C. 601-613). FAILURE OF THE PARTIES TO THIS CONTRACT TO REACH AGREEMENT ON ANY REQUEST FOR EQUITABLE ADJUSTMENT, CLAIM, APPEAL OR ACTION ARISING UNDER OR RELATING TO THIS CONTRACT SHALL BE A DISPUTE TO BE RESOLVED IN ACCORDANCE WITH THE CLAUSE AT FAR 52.233-1, DISPUTES, WHICH IS INCORPORATED HEREIN BY REFERENCE. THE CONTRACTOR SHALL PROCEED DILIGENTLY WITH PERFORMANCE OF THIS

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 27 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

CONTRACT, PENDING FINAL RESOLUTION OF ANY DISPUTE ARISING UNDER THE CONTRACT.

(E) DEFINITIONS. THE CLAUSE AT FAR 52.202-1, DEFINITIONS, IS INCORPORATED HEREIN BY REFERENCE.

(F) EXCUSABLE DELAYS. THE CONTRACTOR SHALL BE LIABLE FOR DEFAULT UNLESS NONPERFORMANCE IS CAUSED BY AN OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE CONTRACTOR AND WITHOUT ITS FAULT OR NEGLIGENCE SUCH AS, ACTS OF GOD OR THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, UNUSUALLY SEVERE WEATHER, AND DELAYS OF COMMON CARRIERS. THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING AS SOON AS IT IS REASONABLY POSSIBLE AFTER THE COMMENCEMENT OR ANY EXCUSABLE DELAY, SETTING FORTH THE FULL PARTICULARS IN CONNECTION THEREWITH, SHALL REMEDY SUCH OCCURRENCE WITH ALL REASONABLE DISPATCH AND SHALL PROMPTLY GIVE WRITTEN NOTICE TO THE CONTRACTING OFFICER OF THE CESSATION OF SUCH OCCURRENCE.

(G) INVOICE.

(1) THE CONTRACTOR SHALL SUBMIT AN ORIGINAL INVOICE AND THREE COPIES (OR ELECTRONIC INVOICE, IF AUTHORIZED) TO THE ADDRESS DESIGNATED IN THE CONTRACT TO RECEIVE INVOICES. AN INVOICE MUST INCLUDE--

(I) NAME AND ADDRESS OF THE CONTRACTOR;

(II) INVOICE DATE AND NUMBER;

(III) CONTRACT NUMBER, LINE ITEM NUMBER AND, IF APPLICABLE, THE ORDER NUMBER;

N0018918P1004

PAGE 18 OF 48

(IV) DESCRIPTION, QUANTITY, UNIT OF MEASURE, UNIT PRICE AND EXTENDED PRICE OF THE ITEMS DELIVERED;

(V) SHIPPING NUMBER AND DATE OF SHIPMENT, INCLUDING THE BILL OF LADING NUMBER AND WEIGHT OF SHIPMENT IF SHIPPED ON GOVERNMENT BILL OF LADING;

(VI) TERMS OF ANY DISCOUNT FOR PROMPT PAYMENT OFFERED;

(VII) NAME AND ADDRESS OF OFFICIAL TO WHOM PAYMENT IS TO BE SENT;

(VIII) NAME, TITLE, AND PHONE NUMBER OF PERSON TO NOTIFY IN EVENT OF DEFECTIVE INVOICE; AND

(IX) TAXPAYER IDENTIFICATION NUMBER (TIN). THE CONTRACTOR SHALL INCLUDE ITS TIN ON THE INVOICE ONLY IF REQUIRED ELSEWHERE IN THIS CONTRACT.

(X) ELECTRONIC FUNDS TRANSFER (EFT) BANKING INFORMATION.

(A) THE CONTRACTOR SHALL INCLUDE EFT BANKING INFORMATION ON THE INVOICE ONLY IF

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 28 of 40	FINAL
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REQUIRED ELSEWHERE IN THIS CONTRACT.

(B) IF EFT BANKING INFORMATION IS NOT REQUIRED TO BE ON THE INVOICE, IN ORDER FOR THE INVOICE TO BE A PROPER INVOICE, THE CONTRACTOR SHALL HAVE SUBMITTED CORRECT EFT BANKING INFORMATION IN ACCORDANCE WITH THE APPLICABLE SOLICITATION PROVISION, CONTRACT CLAUSE (E.G., 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER —SYSTEM FOR AWARD MANAGEMENT, OR 52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT), OR APPLICABLE AGENCY PROCEDURES.

(C) EFT BANKING INFORMATION IS NOT REQUIRED IF THE GOVERNMENT WAIVED THE REQUIREMENT TO PAY BY EFT.

(2) INVOICES WILL BE HANDLED IN ACCORDANCE WITH THE PROMPT PAYMENT ACT (31 U.S.C. 3903) AND OFFICE OF MANAGEMENT AND BUDGET (OMB) PROMPT PAYMENT REGULATIONS AT 5 CFR PART 1315.

(H) PATENT INDEMNITY. THE CONTRACTOR SHALL INDEMNIFY THE GOVERNMENT AND ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST LIABILITY, INCLUDING COSTS, FOR ACTUAL OR ALLEGED DIRECT OR CONTRIBUTORY INFRINGEMENT OF, OR INDUCEMENT TO INFRINGE, ANY UNITED STATES OR FOREIGN PATENT, TRADEMARK OR COPYRIGHT, ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, PROVIDED THE CONTRACTOR IS REASONABLY NOTIFIED OF SUCH CLAIMS AND PROCEEDINGS.

(I) PAYMENT.--

(1) ITEMS ACCEPTED. PAYMENT SHALL BE MADE FOR ITEMS ACCEPTED BY THE GOVERNMENT THAT HAVE BEEN DELIVERED TO THE DELIVERY DESTINATIONS SET FORTH IN THIS CONTRACT.

(2) PROMPT PAYMENT. THE GOVERNMENT WILL MAKE PAYMENT IN ACCORDANCE WITH THE PROMPT PAYMENT ACT (31 U.S.C. 3903) AND PROMPT PAYMENT REGULATIONS AT 5 CFR PART 1315.

(3) ELECTRONIC FUNDS TRANSFER (EFT). IF THE GOVERNMENT MAKES PAYMENT BY EFT, SEE 52.212-5(B) FOR THE APPROPRIATE EFT CLAUSE.

(4) DISCOUNT. IN CONNECTION WITH ANY DISCOUNT OFFERED FOR EARLY PAYMENT, TIME SHALL BE COMPUTED FROM THE DATE OF THE INVOICE. FOR THE PURPOSE OF COMPUTING THE DISCOUNT EARNED, PAYMENT SHALL BE CONSIDERED TO HAVE BEEN MADE ON THE DATE WHICH APPEARS ON THE PAYMENT CHECK OR THE SPECIFIED PAYMENT DATE IF AN ELECTRONIC FUNDS TRANSFER PAYMENT IS MADE.

(5) OVERPAYMENTS. IF THE CONTRACTOR BECOMES AWARE OF A DUPLICATE CONTRACT FINANCING OR INVOICE PAYMENT OR THAT THE GOVERNMENT HAS OTHERWISE OVERPAID ON A CONTRACT FINANCING OR INVOICE PAYMENT, THE CONTRACTOR SHALL--

(I) REMIT THE OVERPAYMENT AMOUNT TO THE PAYMENT OFFICE CITED IN THE CONTRACT ALONG WITH A DESCRIPTION OF THE OVERPAYMENT INCLUDING THE--

(A) CIRCUMSTANCES OF THE OVERPAYMENT (E.G., DUPLICATE PAYMENT, ERRONEOUS PAYMENT, LIQUIDATION ERRORS, DATE(S) OF OVERPAYMENT);

(B) AFFECTED CONTRACT NUMBER AND DELIVERY ORDER NUMBER, IF APPLICABLE;

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 29 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

(C) AFFECTED LINE ITEM OR SUBLINE ITEM, IF APPLICABLE; AND

(D) CONTRACTOR POINT OF CONTACT.

(II) PROVIDE A COPY OF THE REMITTANCE AND SUPPORTING DOCUMENTATION TO THE CONTRACTING OFFICER.

(6) INTEREST.

(I) ALL AMOUNTS THAT BECOME PAYABLE BY THE CONTRACTOR TO THE GOVERNMENT UNDER THIS CONTRACT SHALL BEAR SIMPLE INTEREST FROM THE DATE DUE UNTIL PAID UNLESS PAID WITHIN 30 DAYS OF BECOMING DUE. THE INTEREST RATE SHALL BE THE INTEREST RATE ESTABLISHED BY THE SECRETARY OF THE TREASURY AS PROVIDED IN 41 U.S.C. 7109, WHICH IS APPLICABLE TO THE PERIOD IN WHICH THE AMOUNT BECOMES DUE, AS PROVIDED IN (I)(6)(V) OF THIS CLAUSE, AND THEN AT THE RATE APPLICABLE FOR EACH SIX-MONTH PERIOD AS FIXED BY THE SECRETARY UNTIL THE AMOUNT IS PAID.

(II) THE GOVERNMENT MAY ISSUE A DEMAND FOR PAYMENT TO THE CONTRACTOR UPON FINDING A DEBT IS DUE UNDER THE CONTRACT.

(III) FINAL DECISIONS. THE CONTRACTING OFFICER WILL ISSUE A FINAL DECISION AS REQUIRED BY 33.211 IF--

(A) THE CONTRACTING OFFICER AND THE CONTRACTOR ARE UNABLE TO REACH AGREEMENT ON THE EXISTENCE OR AMOUNT OF A DEBT WITHIN 30 DAYS;

(B) THE CONTRACTOR FAILS TO LIQUIDATE A DEBT PREVIOUSLY DEMANDED BY THE CONTRACTING OFFICER WITHIN THE TIMELINE SPECIFIED IN THE DEMAND FOR PAYMENT UNLESS THE AMOUNTS WERE NOT REPAID BECAUSE THE CONTRACTOR HAS REQUESTED AN INSTALLMENT PAYMENT AGREEMENT; OR

(C) THE CONTRACTOR REQUESTS A DEFERMENT OF COLLECTION ON A DEBT PREVIOUSLY DEMANDED BY THE CONTRACTING OFFICER (SEE 32.607-2).

(IV) IF A DEMAND FOR PAYMENT WAS PREVIOUSLY ISSUED FOR THE DEBT, THE DEMAND FOR PAYMENT INCLUDED IN THE FINAL DECISION SHALL IDENTIFY THE SAME DUE DATE AS THE ORIGINAL DEMAND FOR PAYMENT.

(V) AMOUNTS SHALL BE DUE AT THE EARLIEST OF THE FOLLOWING DATES:

(A) THE DATE FIXED UNDER THIS CONTRACT.

(B) THE DATE OF THE FIRST WRITTEN DEMAND FOR PAYMENT, INCLUDING ANY DEMAND FOR PAYMENT RESULTING FROM A DEFAULT TERMINATION.

(VI) THE INTEREST CHARGE SHALL BE COMPUTED FOR THE ACTUAL NUMBER OF CALENDAR DAYS INVOLVED BEGINNING ON THE DUE DATE AND ENDING ON--

(A) THE DATE ON WHICH THE DESIGNATED OFFICE RECEIVES PAYMENT FROM THE CONTRACTOR;

(B) THE DATE OF ISSUANCE OF A GOVERNMENT CHECK TO THE CONTRACTOR FROM WHICH AN

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 30 of 40	FINAL
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AMOUNT OTHERWISE PAYABLE HAS BEEN WITHHELD AS A CREDIT AGAINST THE CONTRACT DEBT; OR

(C) THE DATE ON WHICH AN AMOUNT WITHHELD AND APPLIED TO THE CONTRACT DEBT WOULD OTHERWISE HAVE BECOME PAYABLE TO THE CONTRACTOR.

(VII) THE INTEREST CHARGE MADE UNDER THIS CLAUSE MAY BE REDUCED UNDER THE PROCEDURES PRESCRIBED IN 32.608-2 OF THE FEDERAL ACQUISITION REGULATION IN EFFECT ON THE DATE OF THIS CONTRACT.

(J) RISK OF LOSS. UNLESS THE CONTRACT SPECIFICALLY PROVIDES OTHERWISE, RISK OF LOSS OR DAMAGE TO THE SUPPLIES PROVIDED UNDER THIS CONTRACT SHALL REMAIN WITH THE CONTRACTOR UNTIL, AND SHALL PASS TO THE GOVERNMENT UPON:

(1) DELIVERY OF THE SUPPLIES TO A CARRIER, IF TRANSPORTATION IS F.O.B. ORIGIN; OR

(2) DELIVERY OF THE SUPPLIES TO THE GOVERNMENT AT THE DESTINATION SPECIFIED IN THE CONTRACT, IF TRANSPORTATION IS F.O.B. DESTINATION.

(K) TAXES. THE CONTRACT PRICE INCLUDES ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES AND DUTIES.

(L) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE. THE GOVERNMENT RESERVES THE RIGHT TO TERMINATE THIS CONTRACT, OR ANY PART HEREOF, FOR ITS SOLE CONVENIENCE. IN THE EVENT OF SUCH TERMINATION, THE CONTRACTOR SHALL IMMEDIATELY STOP ALL WORK HEREUNDER AND SHALL IMMEDIATELY CAUSE ANY AND ALL OF ITS SUPPLIERS AND SUBCONTRACTORS TO CEASE WORK. SUBJECT TO THE TERMS OF THIS CONTRACT, THE CONTRACTOR SHALL BE PAID A PERCENTAGE OF THE CONTRACT PRICE REFLECTING THE PERCENTAGE OF THE WORK PERFORMED PRIOR TO THE NOTICE OF TERMINATION, PLUS REASONABLE CHARGES THE CONTRACTOR CAN DEMONSTRATE TO THE SATISFACTION OF THE GOVERNMENT USING ITS STANDARD RECORD KEEPING SYSTEM, HAVE RESULTED FROM THE TERMINATION. THE CONTRACTOR SHALL NOT BE REQUIRED TO COMPLY WITH THE COST ACCOUNTING STANDARDS OR CONTRACT COST PRINCIPLES FOR THIS PURPOSE. THIS PARAGRAPH DOES NOT GIVE THE GOVERNMENT ANY RIGHT TO AUDIT THE CONTRACTOR'S RECORDS. THE CONTRACTOR SHALL NOT BE PAID FOR ANY WORK PERFORMED OR COSTS INCURRED WHICH REASONABLY COULD HAVE BEEN AVOIDED.

(M) TERMINATION FOR CAUSE. THE GOVERNMENT MAY TERMINATE THIS CONTRACT, OR ANY PART HEREOF, FOR CAUSE IN THE EVENT OF ANY DEFAULT BY THE CONTRACTOR, OR IF THE CONTRACTOR FAILS TO COMPLY WITH ANY CONTRACT TERMS AND CONDITIONS, OR FAILS TO PROVIDE THE GOVERNMENT, UPON REQUEST, WITH ADEQUATE ASSURANCES OF FUTURE PERFORMANCE. IN THE EVENT OF TERMINATION FOR CAUSE, THE GOVERNMENT SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY AMOUNT FOR SUPPLIES OR SERVICES NOT ACCEPTED, AND THE CONTRACTOR SHALL BE LIABLE TO THE GOVERNMENT FOR ANY AND ALL RIGHTS AND REMEDIES PROVIDED BY LAW. IF IT IS DETERMINED THAT THE GOVERNMENT IMPROPERLY TERMINATED THIS CONTRACT FOR DEFAULT, SUCH TERMINATION SHALL BE DEEMED A TERMINATION FOR CONVENIENCE.

(N) TITLE. UNLESS SPECIFIED ELSEWHERE IN THIS CONTRACT, TITLE TO ITEMS FURNISHED UNDER THIS CONTRACT SHALL PASS TO THE GOVERNMENT UPON ACCEPTANCE, REGARDLESS OF WHEN OR WHERE THE GOVERNMENT TAKES PHYSICAL POSSESSION.

(O) WARRANTY. THE CONTRACTOR WARRANTS AND IMPLIES THAT THE ITEMS DELIVERED

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 31 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

HEREUNDER ARE MERCHANTABLE AND FIT FOR USE FOR THE PARTICULAR PURPOSE DESCRIBED IN THIS CONTRACT.

(P) LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY AN EXPRESS WARRANTY, THE CONTRACTOR WILL NOT BE LIABLE TO THE GOVERNMENT FOR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT OR DEFICIENCIES IN ACCEPTED ITEMS.

(Q) OTHER COMPLIANCES. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, EXECUTIVE ORDERS, RULES AND REGULATIONS APPLICABLE TO ITS PERFORMANCE UNDER THIS CONTRACT.

(R) COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS. THE CONTRACTOR AGREES TO COMPLY WITH 31 U.S.C. 1352 RELATING TO LIMITATIONS ON THE USE OF APPROPRIATED FUNDS TO INFLUENCE CERTAIN FEDERAL CONTRACTS; 18 U.S.C. 431 RELATING TO OFFICIALS NOT TO BENEFIT; 40 U.S.C. CHAPTER 37, CONTRACT WORK HOURS AND SAFETY STANDARDS; 41 U.S.C. CHAPTER 87, KICKBACKS; 41 U.S.C. 4712 AND 10 U.S.C. 2409 RELATING TO WHISTLEBLOWER PROTECTIONS; 49 U.S.C. 40118, FLY AMERICAN; AND 41 U.S.C. CHAPTER 21 RELATING TO PROCUREMENT INTEGRITY.

(S) ORDER OF PRECEDENCE. ANY INCONSISTENCIES IN THIS SOLICITATION OR CONTRACT SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (1) THE SCHEDULE OF SUPPLIES/SERVICES; (2) THE ASSIGNMENTS, DISPUTES, PAYMENTS, INVOICE, OTHER COMPLIANCES, COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS, AND UNAUTHORIZED OBLIGATIONS PARAGRAPHS OF THIS CLAUSE; (3) THE CLAUSE AT 52.212-5; (4) ADDENDA TO THIS SOLICITATION OR CONTRACT, INCLUDING ANY LICENSE AGREEMENTS FOR COMPUTER SOFTWARE; (5) SOLICITATION PROVISIONS IF THIS IS A SOLICITATION; (6) OTHER PARAGRAPHS OF THIS CLAUSE; (7) THE STANDARD FORM 1449; (8) OTHER DOCUMENTS, EXHIBITS, AND ATTACHMENTS; AND (9) THE SPECIFICATION.

(T) SYSTEM FOR AWARD MANAGEMENT (SAM). (1) UNLESS EXEMPTED BY AN ADDENDUM TO THIS CONTRACT, THE CONTRACTOR IS RESPONSIBLE DURING PERFORMANCE AND THROUGH FINAL PAYMENT OF ANY CONTRACT FOR THE ACCURACY AND COMPLETENESS OF THE DATA WITHIN THE SAM DATABASE, AND FOR ANY LIABILITY RESULTING FROM THE GOVERNMENT'S RELIANCE ON INACCURATE OR INCOMPLETE DATA. TO REMAIN REGISTERED IN THE SAM DATABASE AFTER THE INITIAL REGISTRATION, THE CONTRACTOR IS REQUIRED TO REVIEW AND UPDATE ON AN ANNUAL BASIS FROM THE DATE OF INITIAL REGISTRATION OR SUBSEQUENT UPDATES ITS INFORMATION IN THE SAM DATABASE TO ENSURE IT IS CURRENT, ACCURATE AND COMPLETE. UPDATING INFORMATION IN THE SAM DOES NOT ALTER THE TERMS AND CONDITIONS OF THIS CONTRACT AND IS NOT A SUBSTITUTE FOR A PROPERLY EXECUTED CONTRACTUAL DOCUMENT.

(2)(I) IF A CONTRACTOR HAS LEGALLY CHANGED ITS BUSINESS NAME, "DOING BUSINESS AS" NAME, OR DIVISION NAME (WHICHEVER IS SHOWN ON THE CONTRACT), OR HAS TRANSFERRED THE ASSETS USED IN PERFORMING THE CONTRACT, BUT HAS NOT COMPLETED THE NECESSARY REQUIREMENTS REGARDING NOVATION AND CHANGE-OF-NAME AGREEMENTS IN FAR SUBPART 42.12, THE CONTRACTOR SHALL PROVIDE THE RESPONSIBLE CONTRACTING OFFICER A MINIMUM OF ONE BUSINESS DAY'S WRITTEN NOTIFICATION OF ITS INTENTION TO (A) CHANGE THE NAME IN THE SAM DATABASE; (B) COMPLY WITH THE REQUIREMENTS OF SUBPART 42.12; AND (C) AGREE IN WRITING TO THE TIMELINE AND PROCEDURES SPECIFIED BY THE RESPONSIBLE CONTRACTING OFFICER. THE CONTRACTOR MUST PROVIDE WITH THE NOTIFICATION SUFFICIENT DOCUMENTATION TO SUPPORT THE LEGALLY CHANGED NAME.

(II) IF THE CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPH (T)(2)(I)

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 32 of 40	FINAL
----------------------------------	-------------------------------------	------------------	-------

OF THIS CLAUSE, OR FAILS TO PERFORM THE AGREEMENT AT PARAGRAPH (T)(2)(I)(C) OF THIS CLAUSE, AND, IN THE ABSENCE OF A PROPERLY EXECUTED NOVATION OR CHANGE-OF-NAME AGREEMENT, THE SAM INFORMATION THAT SHOWS THE CONTRACTOR TO BE OTHER THAN THE CONTRACTOR INDICATED IN THE CONTRACT WILL BE CONSIDERED TO BE INCORRECT INFORMATION WITHIN THE MEANING OF THE "SUSPENSION OF PAYMENT" PARAGRAPH OF THE ELECTRONIC FUNDS TRANSFER (EFT) CLAUSE OF THIS CONTRACT.

(3) THE CONTRACTOR SHALL NOT CHANGE THE NAME OR ADDRESS FOR EFT PAYMENTS OR MANUAL PAYMENTS, AS APPROPRIATE, IN THE SAM RECORD TO REFLECT AN ASSIGNEE FOR THE PURPOSE OF ASSIGNMENT OF CLAIMS (SEE SUBPART 32.8, ASSIGNMENT OF CLAIMS). ASSIGNEES SHALL BE SEPARATELY REGISTERED IN THE SAM DATABASE. INFORMATION PROVIDED TO THE CONTRACTOR'S SAM RECORD THAT INDICATES PAYMENTS, INCLUDING THOSE MADE BY EFT, TO AN ULTIMATE RECIPIENT OTHER THAN THAT CONTRACTOR WILL BE CONSIDERED TO BE INCORRECT INFORMATION WITHIN THE MEANING OF THE "SUSPENSION OF PAYMENT" PARAGRAPH OF THE EFT CLAUSE OF THIS CONTRACT.

(4) OFFERORS AND CONTRACTORS MAY OBTAIN INFORMATION ON REGISTRATION AND ANNUAL CONFIRMATION REQUIREMENTS VIA SAM ACCESSED THROUGH [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov).

(U) UNAUTHORIZED OBLIGATIONS.

(1) EXCEPT AS STATED IN PARAGRAPH (U)(2) OF THIS CLAUSE, WHEN ANY SUPPLY OR SERVICE ACQUIRED UNDER THIS CONTRACT IS SUBJECT TO ANY END USER LICENSE AGREEMENT (EULA), TERMS OF SERVICE (TOS), OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT, THAT INCLUDES ANY CLAUSE REQUIRING THE GOVERNMENT TO INDEMNIFY THE CONTRACTOR OR ANY PERSON OR ENTITY FOR DAMAGES, COSTS, FEES, OR ANY OTHER LOSS OR LIABILITY THAT WOULD CREATE AN ANTIDEFICIENCY ACT VIOLATION (31 U.S.C. 1341), THE FOLLOWING SHALL GOVERN:

(I) ANY SUCH CLAUSE IS UNENFORCEABLE AGAINST THE GOVERNMENT.

(II) NEITHER THE GOVERNMENT NOR ANY GOVERNMENT AUTHORIZED END USER SHALL BE DEEMED TO HAVE AGREED TO SUCH CLAUSE BY VIRTUE OF IT APPEARING IN THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT. IF THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT IS INVOKED THROUGH AN "I AGREE" CLICK BOX OR OTHER COMPARABLE MECHANISM (E.G., "CLICK-WRAP" OR "BROWSE-WRAP" AGREEMENTS), EXECUTION DOES NOT BIND THE GOVERNMENT OR ANY GOVERNMENT AUTHORIZED END USER TO SUCH CLAUSE.

(III) ANY SUCH CLAUSE IS DEEMED TO BE STRICKEN FROM THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT.

(2) PARAGRAPH (U)(1) OF THIS CLAUSE DOES NOT APPLY TO INDEMNIFICATION BY THE GOVERNMENT THAT IS EXPRESSLY AUTHORIZED BY STATUTE AND SPECIFICALLY AUTHORIZED UNDER APPLICABLE AGENCY REGULATIONS AND PROCEDURES.

(V) INCORPORATION BY REFERENCE. THE CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS, INCLUDING THOSE COMPLETED ELECTRONICALLY VIA THE SYSTEM FOR AWARD MANAGEMENT (SAM), ARE INCORPORATED BY REFERENCE INTO THE CONTRACT.

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 33 of 40	FINAL
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(END OF CLAUSE)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2018)

(A) THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) CLAUSES, WHICH ARE INCORPORATED IN THIS CONTRACT BY REFERENCE, TO IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDERS APPLICABLE TO ACQUISITIONS OF COMMERCIAL ITEMS:

(1) 52.203-19, PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (SECTION 743 OF DIVISION E, TITLE VII, OF THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2015 (PUB. L. 113-235) AND ITS SUCCESSOR PROVISIONS IN SUBSEQUENT APPROPRIATIONS ACTS (AND AS EXTENDED IN CONTINUING RESOLUTIONS)).

(2) 52.209-10, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015).

(3) 52.233-3, PROTEST AFTER AWARD (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (PUBLIC LAWS 108-77 AND 108-78 (19 U.S.C. 3805 NOTE)).

(B) THE CONTRACTOR SHALL COMPLY WITH THE FAR CLAUSES IN THIS PARAGRAPH (B) THAT THE CONTRACTING OFFICER HAS INDICATED AS BEING INCORPORATED IN THIS CONTRACT BY REFERENCE TO IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDERS APPLICABLE TO ACQUISITIONS OF COMMERCIAL ITEMS: (CONTRACTING OFFICER CHECK AS APPROPRIATE.)

X (1) 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006), WITH ALTERNATE I (OCT 1995) (41 U.S.C. 4704 AND 10 U.S.C. 2402).

X (2) 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUNE 2010) (SECTION 1553 OF PUB. L. 111-5). (APPLIES TO CONTRACTS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.)

X (4) 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016) (PUB. L. 109282) (31 U.S.C. 6101 NOTE).

___ (5) [RESERVED]

___ (6) 52.204-14, SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) (PUB. L. 111-117, SECTION 743 OF DIV. C). ___ (7) 52.204-15, SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) (PUB. L. 111-117, SECTION 743 OF DIV. C).

X (8) 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015) (31 U.S.C. 6101 NOTE).

___ (9) 52.209-9, UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013) (41 U.S.C. 2313).

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 34 of 40	FINAL
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____ (10) [RESERVED]

____ (11)(I) 52.219-3, NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD (NOV 2011) (15 U.S.C. 657A).

____ (II) ALTERNATE I (NOV 2011) OF 52.219-3.

____ (12) (I) 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014) (IF THE OFFEROR ELECTS TO WAIVE THE PREFERENCE, IT SHALL SO INDICATE IN ITS OFFER) (15 U.S.C. 657A). ____ (II) ALTERNATE I (JAN 2011) OF 52.219-4.

____ (13) [RESERVED]

____ (14)(I) 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (15 U.S.C. 644).

____ (II) ALTERNATE I (NOV 2011).

____ (III) ALTERNATE II (NOV 2011).

____ (15)(I) 52.219-7, NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUNE 2003) (15 U.S.C. 644).

____ (II) ALTERNATE I (OCT 1995) OF 52.219-7.

____ (III) ALTERNATE II (MAR 2004) OF 52.219-7.

____ (16) 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (15 U.S.C. 637(D)(2) AND (3)).

____ (17)(I) 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) (15 U.S.C. 637(D)(4)).

____ (II) ALTERNATE I (NOV 2016) OF 52.219-9.

____ (III) ALTERNATE II (NOV 2016) OF 52.219-9.

____ (IV) ALTERNATE III (NOV 2016) OF 52.219-9.

____ (V) ALTERNATE IV (NOV 2016) OF 52.219-9.

____ (18) 52.219-13, NOTICE OF SET-ASIDE OF ORDERS (NOV 2011) (15 U.S.C. 644(R)).

____ (19) 52.219-14, LIMITATIONS ON SUBCONTRACTING (JAN 2017) (15 U.S.C. 637(A)(14)).

____ (20) 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (15 U.S.C. 637(D)(4)(F)(I)).

____ (21) 52.219-27, NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011) (15 U.S.C. 657F).

____ (22) 52.219-28, POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013) (15 U.S.C. 632(A)(2)).

____ (23) 52.219-29, NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMENOWNED SMALL BUSINESS CONCERNS (DEC 2015) (15 U.S.C. 637(M)).

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 35 of 40	FINAL
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____(24) 52.219-30, NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015) (15 U.S.C. 637(M)).

X (25) 52.222-3, CONVICT LABOR (JUNE 2003) (E.O. 11755).

X (26) 52.222-19, CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018) (E.O. 13126).

X (27) 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APR 2015).

X (28) 52.222-26, EQUAL OPPORTUNITY (SEPT 2016) (E.O. 11246).

X (29) 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (38 U.S.C. 4212).

X (30) 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JULY 2014) (29 U.S.C. 793).

X (31) 52.222-37, EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (38 U.S.C. 4212).

X ____ (32) 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (E.O. 13496).

X (33)(I) 52.222-50, COMBATING TRAFFICKING IN PERSONS (MARCH 2, 2015) (22 U.S.C. CHAPTER 78 AND E.O. 13627).

____ (II) ALTERNATE I (MARCH 2, 2015) OF 52.222-50 (22 U.S.C. CHAPTER 78 AND E.O. 13627).

X (34) 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015). (E. O. 12989). (NOT APPLICABLE TO THE ACQUISITION OF COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS OR CERTAIN OTHER TYPES OF COMMERCIAL ITEMS AS PRESCRIBED IN 22.1803.)

____ (35)(I) 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) (42 U.S.C. 6962(C)(3)(A)(II)). (NOT APPLICABLE TO THE ACQUISITION OF COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS.)

____ (II) ALTERNATE I (MAY 2008) OF 52.223-9 (42 U.S.C. 6962(I)(2)(C)). (NOT APPLICABLE TO THE ACQUISITION OF COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS.)

____ (36) 52.223-11, OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUNE, 2016) (E.O. 13693).

____ (37) 52.223-12, MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUNE, 2016) (E.O. 13693).

____ (38) (I) 52.223-13, ACQUISITION OF EPEAT® REGISTERED IMAGING EQUIPMENT (JUN 2014) (E.O.S 13423 AND 13514).

____ (II) ALTERNATE I (OCT 2015) OF 52.223-13.

____ (39)(I) 52.223-14, ACQUISITION OF EPEAT® REGISTERED TELEVISIONS (JUN 2014) (E.O.S 13423 AND 13514).

____ (II) ALTERNATE I (JUN 2014) OF 52.223-14.

____ (40) 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (42 U.S.C. 8259B).

____ (41)(I) 52.223-16, ACQUISITION OF EPEAT[SUPREG]-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) (E.O.S 13423 AND 13514).

____ (II) ALTERNATE I (JUN 2014) OF 52.223-16.

X (42) 52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (E.O. 13513).

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 36 of 40	FINAL
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___ (43) 52.223-20, AEROSOLS (JUNE, 2016) (E.O. 13693).

___ (44) 52.223-21, FOAMS (JUNE, 2016) (E.O. 13693).

___ (45)(I) 52.224-3, PRIVACY TRAINING (JAN 2017) (5 U.S.C. 552A).

___ (II) ALTERNATE I (JAN 2017) OF 52.224-3.

___ (46) 52.225-1, BUY AMERICAN--SUPPLIES (MAY 2014) (41 U.S.C. CHAPTER 83).

___ (47) (I) 52.225-3, BUY AMERICAN--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT (MAY 2014) (41 U.S.C. CHAPTER 83, 19 U.S.C. 3301 NOTE, 19 U.S.C. 2112 NOTE, 19 U.S.C. 3805 NOTE, 19 U.S.C. 4001 NOTE, PUB. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, AND 112-43).

___ (II) ALTERNATE I (MAY 2014) OF 52.225-3.

___ (III) ALTERNATE II (MAY 2014) OF 52.225-3.

___ (IV) ALTERNATE III (MAY 2014) OF 52.225-3.

___ (48) 52.225-5, TRADE AGREEMENTS (OCT 2016) (19 U.S.C. 2501, ET SEQ., 19 U.S.C. 3301 NOTE).
X (49) 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008) (E.O.'S, PROCLAMATIONS, AND STATUTES ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL OF THE DEPARTMENT OF THE TREASURY).

___ (50) 52.225-26, CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (SECTION 862, AS AMENDED, OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2008; 10 U.S.C. 2302 NOTE).

___ (51) 52.226-4, NOTICE OF DISASTER OR EMERGENCY AREA SET-ASIDE (NOV 2007) (42 U.S.C. 5150)

___ (52) 52.226-5, RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (NOV 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(F)).

___ (54) 52.232-30, INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(F)).

X (55) 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013) (31 U.S.C. 3332).

___ (56) 52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, PAYMENT BY THIRD PARTY (MAY 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (5 U.S.C. 552A).

___ (59) 52.242-5, PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)(15 U.S.C. 637(D))

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 37 of 40	FINAL
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(12)).

____ (60)(I) 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) (46 U.S.C. APPX. 1241(B) AND 10 U.S.C. 2631).

____ (II) ALTERNATE I (APR 2003) OF 52.247-64.

(C) THE CONTRACTOR SHALL COMPLY WITH THE FAR CLAUSES IN THIS PARAGRAPH (C), APPLICABLE TO COMMERCIAL SERVICES, THAT THE CONTRACTING OFFICER HAS INDICATED AS BEING INCORPORATED IN THIS CONTRACT BY REFERENCE TO IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDERS APPLICABLE TO ACQUISITIONS OF COMMERCIAL ITEMS:

(CONTRACTING OFFICER CHECK AS APPROPRIATE.)

X (1) 52.222-17, NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (E.O. 13495).

X (2) 52.222-41, SERVICE CONTRACT LABOR STANDARDS (MAY 2014) (41 U.S.C. CHAPTER 67).

X (3) 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) (29 U.S.C. 206 AND 41 U.S.C. CHAPTER 67).

X (4) 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014) (29 U.S.C. 206 AND 41 U.S.C. CHAPTER 67).

____ (5) 52.222-44, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MAY 2014) (29 U.S.C. 206 AND 41 U.S.C. CHAPTER 67).

____ (6) 52.222-51, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014) (41 U.S.C. CHAPTER 67).

____ (7) 52.222-53, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014) (41 U.S.C. CHAPTER 67).

X (8) 52.222-55, MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (E.O. 13658).

X (9) 52.222-62, PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014) (42 U.S.C. 1792).

____ (11) 52.237-11, ACCEPTING AND DISPENSING OF \$1 COIN (SEPT 2008) (31 U.S.C. 5112(P)(1)).

(D) COMPTROLLER GENERAL EXAMINATION OF RECORD. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH (D) IF THIS CONTRACT WAS AWARDED USING OTHER THAN SEALED BID, IS IN EXCESS OF THE SIMPLIFIED ACQUISITION THRESHOLD, AND DOES NOT CONTAIN THE CLAUSE AT 52.215-2, AUDIT AND RECORDS--NEGOTIATION.

(1) THE COMPTROLLER GENERAL OF THE UNITED STATES, OR AN AUTHORIZED REPRESENTATIVE OF THE COMPTROLLER GENERAL, SHALL HAVE ACCESS TO AND RIGHT TO EXAMINE ANY OF THE CONTRACTOR'S DIRECTLY PERTINENT RECORDS INVOLVING TRANSACTIONS RELATED TO THIS CONTRACT.

(2) THE CONTRACTOR SHALL MAKE AVAILABLE AT ITS OFFICES AT ALL REASONABLE TIMES THE RECORDS, MATERIALS, AND OTHER EVIDENCE FOR EXAMINATION, AUDIT, OR REPRODUCTION, UNTIL 3 YEARS AFTER FINAL PAYMENT UNDER THIS CONTRACT OR FOR ANY SHORTER PERIOD SPECIFIED IN FAR SUBPART 4.7, CONTRACTOR RECORDS RETENTION, OF THE OTHER CLAUSES OF THIS CONTRACT. IF THIS CONTRACT IS COMPLETELY OR PARTIALLY TERMINATED, THE RECORDS RELATING TO THE WORK TERMINATED SHALL BE MADE AVAILABLE FOR 3 YEARS AFTER ANY RESULTING FINAL TERMINATION SETTLEMENT. RECORDS RELATING TO APPEALS UNDER THE DISPUTES CLAUSE OR TO LITIGATION OR THE SETTLEMENT

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 38 of 40	FINAL
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OF CLAIMS ARISING UNDER OR RELATING TO THIS CONTRACT SHALL BE MADE AVAILABLE UNTIL SUCH APPEALS, LITIGATION, OR CLAIMS ARE FINALLY RESOLVED.

(3) AS USED IN THIS CLAUSE, RECORDS INCLUDE BOOKS, DOCUMENTS, ACCOUNTING PROCEDURES AND PRACTICES, AND OTHER DATA, REGARDLESS OF TYPE AND REGARDLESS OF FORM. THIS DOES NOT REQUIRE THE CONTRACTOR TO CREATE OR MAINTAIN ANY RECORD THAT THE CONTRACTOR DOES NOT MAINTAIN IN THE ORDINARY COURSE OF BUSINESS OR PURSUANT TO A PROVISION OF LAW.

(E) (1) NOTWITHSTANDING THE REQUIREMENTS OF THE CLAUSES IN PARAGRAPHS (A), (B), (C), AND (D) OF THIS CLAUSE, THE CONTRACTOR IS NOT REQUIRED TO FLOW DOWN ANY FAR CLAUSE, OTHER THAN THOSE IN THIS PARAGRAPH (E)(1) IN A SUBCONTRACT FOR COMMERCIAL ITEMS. UNLESS OTHERWISE INDICATED BELOW, THE EXTENT OF THE FLOW DOWN SHALL BE AS REQUIRED BY THE CLAUSE—

(I) 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (41 U.S.C. 3509).

(II) 52.203-19, PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (SECTION 743 OF DIVISION E, TITLE VII, OF THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2015 (PUB. L. 113-235) AND ITS SUCCESSOR PROVISIONS IN SUBSEQUENT APPROPRIATIONS ACTS (AND AS EXTENDED IN CONTINUING RESOLUTIONS)).

(III) 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (15 U.S.C. 637(D)(2) AND (3)), IN ALL SUBCONTRACTS THAT OFFER FURTHER SUBCONTRACTING OPPORTUNITIES. IF THE SUBCONTRACT (EXCEPT SUBCONTRACTS TO SMALL BUSINESS CONCERNS) EXCEEDS \$700,000 (\$1.5 MILLION FOR CONSTRUCTION OF ANY PUBLIC FACILITY), THE SUBCONTRACTOR MUST INCLUDE 52.219-8 IN LOWER TIER SUBCONTRACTS THAT OFFER SUBCONTRACTING OPPORTUNITIES.

(IV) 52.222-17, NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (E.O. 13495). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (L) OF FAR CLAUSE 52.222-17.

(V) 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APR 2015).

(VI) 52.222-26, EQUAL OPPORTUNITY (SEPT 2016) (E.O. 11246).

(VII) 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (38 U.S.C. 4212).

(VIII) 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (29 U.S.C. 793).

(IX) 52.222-37, EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (38 U.S.C. 4212).

(X) 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (E.O. 13496). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (F) OF FAR CLAUSE 52.222-40.

(XI) 52.222-41, SERVICE CONTRACT LABOR STANDARDS (MAY 2014), (41 U.S.C. CHAPTER 67). (XII)

X (A) 52.222-50, COMBATING TRAFFICKING IN PERSONS (MARCH 2, 2015) (22 U.S.C. CHAPTER 78 AND E.O. 13627).

____ (B) ALTERNATE I (MARCH 2, 2015) OF 52.222-50 (22 U.S.C. CHAPTER 78 AND E.O. 13627).

(XIII) 52.222-51, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-- REQUIREMENTS (MAY 2014) (41 U.S.C. CHAPTER 67.)

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 39 of 40	FINAL
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(XVII) 52.222-53, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014) (41 U.S.C. CHAPTER 67)

(XIV) 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (E. O. 12989).

(XV) 52.222-55, MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (E.O. 13658).

(XVI) (A) 52.224-3, PRIVACY TRAINING (JAN 2017) (5 U.S.C. 552A).

(B) ALTERNATE I (JAN 2017) OF 52.224-3.

(XVII) 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (E.O. 13706).

(XVIII) 52.225-26, CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (SECTION 862, AS AMENDED, OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2008; 10 U.S.C. 2302 NOTE).

(XIX) 52.226-6, PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (MAY 2014) (42 U.S.C. 1792). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (E) OF FAR CLAUSE 52.226-6.

(XX) 52.247-64, PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006) (46 U.S.C. APPX 1241(B) AND 10 U.S.C. 2631). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (D) OF FAR CLAUSE 52.247-64.

(2) WHILE NOT REQUIRED, THE CONTRACTOR MAY INCLUDE IN ITS SUBCONTRACTS FOR COMMERCIAL ITEMS A MINIMAL NUMBER OF ADDITIONAL CLAUSES NECESSARY TO SATISFY ITS CONTRACTUAL OBLIGATIONS.

(END OF CLAUSE)

CONTRACT NO. N00178-12-D-6753	DELIVERY ORDER NO. N0018919F3030	PAGE 40 of 40	FINAL
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SECTION J LIST OF ATTACHMENTS