

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
163. EFFECTIVE DATE
22-May-20174. REQUISITION/PURCHASE REQ. NO.
1300642211, 1300641629, 13006416285. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE

S0514A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110
[REDACTED]DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

SCD: C

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

Sentek Consulting Inc dba Sentek Global
2811 Nimitz Blvd. STE G
San Diego CA 92106-4311

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7917-NS02

10B. DATED (SEE ITEM 13)

30-Sep-2015

CAGE CODE
1W2Y5

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
Mutual agreement of the partiesE. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/ [REDACTED]
(Signature of person authorized to sign)

23-May-2017

BY [REDACTED]
(Signature of Contracting Officer)

24-May-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

GENERAL INFORMATION

The purpose of this modification is to do the following:

- (1) Add \$ [REDACTED] to SLIN 710019 ACRN CC for JTRS Labor
- (2) Add \$ [REDACTED] to SLIN 710020 ACRN CD for US Only Labor
- (3) Add \$ [REDACTED] to SLIN 710021 ACRN CE for Air Force JTRS Labor
- (4) Add \$ [REDACTED] to SLIN 710022 ACRN CF for TTNT RDTE Labor
- (5) Add \$ [REDACTED] to SLIN 910015 ACRN CE for Air Force ODC
- (6) Add \$ [REDACTED] to SLIN 910016 ACRN CG for EU ODC
- (7) Deobligate \$ [REDACTED] from SLIN 710018 ACRN CA which was added in Modification 15
- (8) Add \$ [REDACTED] to SLIN 710023 ACRN CH for FMS.

Accordingly, said Task Order is modified as follows. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$15,085,679.83 by \$1,026,234.00 to \$16,111,913.83.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710018	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710019	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
710020	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
710021	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]
710022	RDT&E	[REDACTED]	[REDACTED]	[REDACTED]
710023	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910015	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]
910016	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
700001	R425	JTRS Labor (O&MN,N)					
700002	R425	MIDS LVT Labor (O&MN,N)					
700003	R425	Common CSS Labor (O&MN,N)					
700004	R425	3PS CSS Labor (O&MN,N)					
700005	R425	Euro Logs CSS Labor (O&MN,N)					
700006	R425	Air Force CSS Labor (O&MN,N)					
700007	R425	JTRS Labor (O&MN,N)					
700008	R425	US Only Labor (O&MN,N)					
700009	R425	MIDS LVT Common (O&MN,N)					
700010	R425	Third Party Sales (O&MN,N)					
700011	R425	AIR FORCE LABOR (Fund Type - OTHER)					
700012	R425	MIDS JTRS Labor (O&MN,N)					
700013	R425	Common Labor (O&MN,N)					
700014	R425	3PS Labor (O&MN,N)					
700015	R425	US only Labor (O&MN,N)					
700016	R425	LVT Common Labor (O&MN,N)					
700017	R425	3PS Labor (O&MN,N)					
700018	R425	EU Labor (O&MN,N)					
7001	R425	MIDS Program Office Support Services (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
7100	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
710001	R425	FY17 JTRS Labor (O&MN,N)					
710002	R425	US Only Labor (O&MN,N)					
710003	R425	Common 5RZ3 Labor (O&MN,N)					
710004	R425	3PS Labor (O&MN,N)					
710005	R425	EU Logistic Labor (O&MN,N)					
710006	R425	Air Force Labor (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710007	R425	Common 5U7N (O&MN,N)					
710008	R425	JTRS Labor (O&MN,N)					
710009	R425	JTRS SPECTRUM LABOR (RDT&E)					
710010	R425	JTRS RDTE LABOR (RDT&E)					
710011	R425	3PS LABOR (O&MN,N)					
710012	R425	JTRS LABOR (FMS)					
710013	R425	US Only LVT Labor (O&MN,N)					
710014	R425	Common Labor (O&MN,N)					
710015	R425	FMS JTRS Labor (FMS)					
710016	R425	Air Force JTRS Labor (RDT&E)					
710017	R425	Common 5RZ3 Labor (O&MN,N)					
710018	R425	FMS Admin (FMS)					
710019	R425	JTRS Labor (O&MN,N)					
710020	R425	US Only Labor (O&MN,N)					
710021	R425	Air Force JTRS Labor (Fund Type - OTHER)					
710022	R425	TINT RDT&E Labor (RDT&E)					
710023	R425	FMS Admin (FMS)					
7101	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO			
		Option					
7200	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO			
		Option					
7201	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO			
		Option					
7300	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO			
		Option					
7301	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO			
		Option					
7400	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO			
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401	R425	MIDS Program Office Support Services (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Travel/ODCs (Fund Type - TBD)	1.0	LO	██████████
900001	R425	JTRS Services ODC (O&MN,N)			
900002	R425	Common CSS ODC (O&MN,N)			
900003	R425	3PS CSS ODC (O&MN,N)			
900004	R425	Euro Logs CSS ODC (O&MN,N)			
900005	R425	Air Force CSS Travel (O&MN,N)			
900006	R425	JTRS ODC (O&MN,N)			
900007	R425	MIDS LVT US ODC (O&MN,N)			
900008	R425	MIDS LVT Common ODC (O&MN,N)			
900009	R425	MIDS EU ODC (O&MN,N)			
900010	R425	AIR FORCE ODC (O&MAFR)			
900011	R425	THIRD PARTY SALES ODC (O&MN,N)			
900012	R425	JTRS ODC (O&MN,N)			
900013	R425	MIDS JTRS ODC (O&MN,N)			
900014	R425	Air Force ODC (Fund Type - OTHER)			
900015	R425	EU ODC (O&MN,N)			
900016	R425	3PS ODC (O&MN,N)			
900017	R425	Common ODC (O&MN,N)			
900018	R425	3PS ODCs (O&MN,N)			
900019	R425	3PS ODCs (O&MN,N)			
9100	R425	Travel/ODCs (Fund Type - TBD)	1.0	LO	██████████
910001	R425	FY17 JTRS ODC (O&MN,N)			
910002	R425	US Only ODC (O&MN,N)			
910003	R425	Common 5RZ3 ODC (O&MN,N)			
910004	R425	3PS ODC (O&MN,N)			
910005	R425	EU Logistic ODC (O&MN,N)			
910006	R425	Air Force ODC (Fund Type - OTHER)			
910007	R425	JTRS ODC (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910008	R425	3PS ODC (O&MN,N)			
910009	R425	JTRS ODC (O&MN,N)			
910010	R425	US Only ODC (O&MN,N)			
910011	R425	Common 5RZ3 ODC (O&MN,N)			
910012	R425	3PS ODC (O&MN,N)			
910013	R425	JTRS ODC (O&MN,N)			
910014	R425	3PS ODC (O&MN,N)			
910015	R425	Air Force ODC (Fund Type - OTHER)			
910016	R425	EU ODC (O&MN,N)			
9200	R425	Travel/ODCs (Fund Type - TBD) Option	1.0	LO	██████████
9300	R425	Travel/ODCs (Fund Type - TBD) Option	1.0	LO	██████████
9400	R425	Travel/ODCs (Fund Type - TBD) Option	1.0	LO	██████████

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (5252.216-9206) (NOV 2001)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is **SEE TABLE BELOW**. The direct labor hours include **ZERO** uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee-bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

Period	CLIN	Fixed Fee	Hours	Fee per Direct Labor Hour
Base Year (Basic)	7000	██████████	██████████	██████████
Base Year (Surge)	7001	██████████	██████████	██████████
Option I (Basic)	7100	██████████	██████████	██████████
Option I (Surge)	7101	██████████	██████████	██████████
Option II (Basic)	7200	██████████	██████████	██████████
Option II (Surge)	7201	██████████	██████████	██████████
Option III (Basic)	7300	██████████	██████████	██████████
Option III (Surge)	7301	██████████	██████████	██████████
Option IV (Basic)	7400	██████████	██████████	██████████
Option IV (Surge)	7401	██████████	██████████	██████████

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

B-3 ALLOTMENT OF FUNDS (5252.232-9200) (JAN 1989)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTED TO FIXED FEE

See Attachment 5 - Allotment of Funds Spreadsheet included in Section J and updated with each funding modification.

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) ALLOTED TO COST PERIOD OF PERFORMANCE

See Attachment 5 - Allotment of Funds Spreadsheet included in Section J and updated with each funding modification.

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this contract shall be performed in accordance with Attachment No. 1 - Performance Work Statement (PWS) and Attachment No. 2 - Contract Data Requirements List (CDRL).

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C-2 QUALITY ASSURANCE PLAN

This Task Order will be subject to the Quality Assurance Surveillance Plan (QASP) as specified in Attachment No. 4 – Quality Assurance Surveillance Plan

C-3 SECURITY REQUIREMENTS (5252.204-9200) (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including **SECRET**.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

C-4 INFORMATION ASSURANCE (IA)

The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

C-5 WORKWEEK (5252.222-9200) (APR 2012)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-6 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)

The liability insurance clauses in the basic contract are invoked for this task order.

C-7 PERSONNEL QUALIFICATION REQUIREMENTS (5252.237-9600)

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The contractor is responsible for ensuring the accuracy of the information contained in their proposal. Personnel Qualifications for the labor categories identified by the Government for the performance of this task order are provided in Attachment 8.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION OF SERVICES – COST REIMBURSEMENT (52.246-5) (APR 1984)

(a) Definition. “Services,” as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/30/2015 - 9/29/2016
7100	9/30/2016 - 9/29/2017
9000	9/30/2015 - 9/29/2016
9100	9/30/2016 - 9/29/2017
7001	9/30/2015 - 9/29/2016
7101	9/30/2016 - 9/29/2017
7200	9/30/2017 - 9/29/2018
7201	9/30/2017 - 9/29/2018
7300	9/30/2018 - 9/29/2019
7301	9/30/2018 - 9/29/2019
7400	9/30/2019 - 9/29/2020
7401	9/30/2019 - 9/29/2020
9200	9/30/2017 - 9/29/2018
9300	9/30/2018 - 9/29/2019
9400	9/30/2019 - 9/29/2020

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL A001. Submissions are due monthly by the 15th of the following month to the COR and Contracting Officer. This submission may be to a central website. In addition, the contractor shall schedule a meeting monthly to review the MSR submission and other key items with Program Office and Contracts Staff.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or COR.

G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (252.204-0012) (SEP 2009)

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), **and** the specific ACRN by Government Labor Category. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the COR at the time of submission to DCAA/DFAS.

The paying office will disburse funds in strict compliance by ACRN with the amounts invoiced by the contractor. The contractor's invoice will identify the appropriate CLIN/SLIN/ACRN which is related to the work performed so that the appropriate funds are paid from.

G-3 TYPE OF CONTRACT (DEC 1999)

This is a COST PLUS FIXED FEE – TERM (LEVEL OF EFFORT) –Task Order.

G-4 WIDE AREA WORK FLOW (WAWF) PAYMENT INSTRUCTIONS (252.232-7006) (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

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<https://www.acquisition.gov>; and

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

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

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

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

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

__Cost Voucher__

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

__Not Applicable__

(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*

WAWF Invoice Type ¹	Cost Voucher
PAY DODAAC:	HQ0339
Issuing Office DODAAC	N00039
Admin DODAAC:	
Inspector DODAAC (if applicable)	
Service Approver DODAAC:	S0514A
Service Acceptor DODAAC:	S0514A
*LPO DODAAC: only applies to DFAS beginning with “N”, LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DoDAAC ² :	HAA05B

¹ Select “Cost Voucher” for all cost-type, T&M, or Labor Hour; or “2-n-1 (Services Only)” for fixed price services where inspection of services can be performed and documented.

² Only applies to cost vouchers.

*MOCAS begins with HQ – then do not need LPO. If beginning with “N”, enter that code number. If not, leave blank.

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

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

████████████████████

(g) *WAWF point of contact*.

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

G-5 ACTIVITY OMBUDSMAN

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The SPAWAR Ombudsman for this Task Order is:

Name: [REDACTED]
Code: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
E-Mail: [REDACTED]

G-6 CONTRACTING OFFICER REPRESENTATIVE (5252.201-9201) (MAR 2006)

The SPAWAR COR for this Task Order:
Mr. Richard Jones: Contracting Officer Representative (COR)
Email: [REDACTED]
Phone: [REDACTED]

[REDACTED] Alternate Contacting Officer Representative (ACOR)

Email: [REDACTED]
Phone: [REDACTED]

G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

- (a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.gov/>.
- (b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
700001	130050741300001	[REDACTED]
LLA :		
AA 1751804 5T6M 252 00039 0 050120 2D 000000 COST CODE A00002933920		
700002	130050741300003	[REDACTED]
LLA :		
AB 1751804 5U7N 252 00039 0 050120 2D 000000 COST CODE A10002933920		
700003	130050732000001	[REDACTED]
LLA :		
AC 1751804 5RZ3 252 00039 0 050120 2D 000000 COST CODE A00002934182		
700004	130050732000003	[REDACTED]
LLA :		
AD 1751804 5RZ3 252 00039 0 050120 2D 000000 COST CODE A10002934182		

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700005 130050732000005 [REDACTED]
 LLA :
 AE 1751804 5RZ3 252 00039 0 050120 2D 000000 COST CODE A20002934182

700006 130050732000007 [REDACTED]
 LLA :
 AF 5753400 305 87RO XXCMS3 0 10000 56000 27434F 503000 033055

900001 130050741300002 [REDACTED]
 LLA :
 AA 1751804 5T6M 252 00039 0 050120 2D 000000 COST CODE A00002933920

900002 130050732000002 [REDACTED]
 LLA :
 AC 1751804 5RZ3 252 00039 0 050120 2D 000000 COST CODE A00002934182

900003 130050732000004 [REDACTED]
 LLA :
 AD 1751804 5RZ3 252 00039 0 050120 2D 000000 COST CODE A10002934182

900004 130050732000006 [REDACTED]
 LLA :
 AE 1751804 5RZ3 252 00039 0 050120 2D 000000 COST CODE A20002934182

900005 130050732000008 [REDACTED]
 LLA :
 AF 5753400 305 87RO XXCMS3 0 10000 56000 27434F 503000 033055

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01

700007 130053517800001 [REDACTED]
 LLA :
 AG 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE A00003153742

700008 130053517800002 [REDACTED]
 LLA :
 AH 1761804 5U7N251 00039 0 050120 2D 000000 COST CODE A1003153742

900006 130053517800003 [REDACTED]
 LLA :
 AG 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE A00003153742

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02

700007 130053517800001 [REDACTED]
 LLA :
 AG 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE A00003153742

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

700007 130053517800001 [REDACTED]
 LLA :
 AG 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE A00003153742

700008 130053517800002 [REDACTED]
 LLA :
 AH 1761804 5U7N251 00039 0 050120 2D 000000 COST CODE A1003153742

700009 130055112400001 [REDACTED]

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LLA :
AJ 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003285815

700010 130055112400003 [REDACTED]
LLA :
AK 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003285815

900006 130053517800003 [REDACTED]
LLA :
AG 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE A00003153742

900007 130053517800008 [REDACTED]
LLA :
AH 1761804 5U7N251 00039 0 050120 2D 000000 COST CODE A1003153742

900008 130055112400002 [REDACTED]
LLA :
AJ 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003285815

900009 130055112400004 [REDACTED]
LLA :
AL 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A20003285815

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

700011 130056111000001 [REDACTED]
LLA :
AM 5763400 306 87ROX X CMS301 00 005600 027434F50300 0 503000

900010 130056111000002 [REDACTED]
LLA :
AM 5763400 306 87ROX X CMS301 00 005600 027434F50300 0 503000

900011 130056111000003 [REDACTED]
LLA :
AN 1761804 5RZ3 251 00039 0 050120 2D 000000 A00003362928

900012 130056128100001 [REDACTED]
LLA :
AP 1761804 5T6M 251 00039 0 050120 2D 000000 A00003362923

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

700012 130057032500001 [REDACTED]
LLA :
AQ 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003435594

700013 130057078700002 [REDACTED]
LLA :
AS 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003439462

700014 130057078700003 [REDACTED]
LLA :
AT 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003439462

900013 130057032500002 [REDACTED]
LLA :
AQ 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003435594

900014 130057078700001 [REDACTED]
LLA :
AR 5763400 306 87ROX X CMS301 00 005600 027434F50300 0 503000

900015 130057078700004 [REDACTED]

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LLA :
AU 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A20003439462

MOD 05 Funding ██████████
Cumulative Funding ██████████

MOD 06

700008 130053517800002 ██████████
LLA :
AH 1761804 5U7N251 00039 0 050120 2D 000000 COST CODE A1003153742

900016 130057695900001 ██████████
LLA :
AV 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003482763

900017 130057695900002 ██████████
LLA :
AW 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003482763

MOD 06 Funding ██████████
Cumulative Funding ██████████

MOD 07

710001 130058115600001 ██████████
LLA :
AX 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003509129

710002 130058115600003 ██████████
LLA :
AY 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10003509129

710003 130058125200003 ██████████
LLA :
AZ 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003509471

710004 130058125200005 ██████████
LLA :
BA 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003509471

710005 130058125200007 ██████████
LLA :
BB 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A20003509471

710006 130058125200001 ██████████
LLA :
BC 5763400 306 87ROX X CMS301 00 005600 027434F50300 0 503000

710007 130058115600005 ██████████
LLA :
BD 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A20003509129

910001 130058115600002 ██████████
LLA :
AX 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003509129

910002 130058115600004 ██████████
LLA :
AY 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10003509129

910003 130058125200004 ██████████
LLA :
AZ 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003509471

910004 130058125200006 ██████████
LLA :
BA 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003509471

910005 130058125200008 ██████████

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LLA :
BB 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A20003509471

910006 130058125200002 [REDACTED]
LLA :
BC 5763400 306 87ROX X CMS301 00 005600 027434F50300 0 503000

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

700012 130057032500001 [REDACTED]
LLA :
AQ 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003435594

700015 130059179000001 [REDACTED]
LLA :
BE 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003578340

700016 130059203500001 [REDACTED]
LLA :
BF 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003579908

700017 130059203500002 [REDACTED]
LLA :
BG 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003579908

700018 130059203500004 [REDACTED]
LLA :
BH 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A20003579908

900008 130055112400002 [REDACTED]
LLA :
AJ 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003285815

900013 130057032500002 [REDACTED]
LLA :
AQ 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003435594

900017 130057695900002 [REDACTED]
LLA :
AW 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003482763

900018 130059203500003 [REDACTED]
LLA :
BG 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003579908

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

900019 130060120300001 [REDACTED]
LLA :
BJ 1761804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003644804

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

710008 130060898300001 [REDACTED]

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LLA :
BK 1771804 5T6M 251 00039 0 050120 2D 000000 A00003717819

710009 130060898300003

LLA :
BL 17X1319 5517 255 00039 0 050120 2D 000000 A10003717819

710010 130060898300004

LLA :
BM 1771319 57JN 255 00039 0 050120 2D 000000 A20003717819

710011 130060898300005

LLA :
BP 1771804 5RZ3 251 00039 0 050120 2D 000000 A30003717819

710012 130060988500001

LLA :
BQ 97-11X8242 PNS4 251 00039 0 050120 2D 000000 A00003725087

910007 130060898300002

LLA :
BK 1771804 5T6M 251 00039 0 050120 2D 000000 A00003717819

910008 130060898300006

LLA :
BP 1771804 5RZ3 251 00039 0 050120 2D 000000 A30003717819

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

710013 1300614810000001

LLA :
BR 1771804 5U7N 251 00039 0 050120 2D 000000 A00003763638

710014 130061481000003

LLA :
BS 1771804 5RZ3 251 00039 0 050120 2D 000000 A20003763638

910009 130061481000002

LLA :
BT 1771804 5T6M 251 00039 0 050120 2D 000000 A10003763638

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

710015 130062642300001

LLA :
BU 97-11X8242 2884 000 74842 0 065916 2D PATY44 527180040GQF

710016 130063034500001

LLA :
BW 5773600 297 LCWT6 7 26714G 91 5N7011 127133F50300 F03000

710017 130063034500002

LLA :
BX 1771804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003892589

910010 130063034100001

LLA :
BV 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003892266

910011 130063034500003

LLA :
BX 1771804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A00003892589

910012 130036034500004

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LLA :
BY 1771804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: A10003892589

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

710018 1300635515 [REDACTED]
LLA :
CA 97-11X8242 PNS4 251 00039 0 050120 2D 000000 COST CODE: A00003934406

910013 130063542300001 [REDACTED]
LLA :
BZ 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003933450

910014 130063728200001 [REDACTED]
LLA :
CB 1771804 5RZ3 251 00039 0 050120 2D 000000 COST CODE A00003946912

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

710018 1300635515 [REDACTED]
LLA :
CA 97-11X8242 PNS4 251 00039 0 050120 2D 000000 COST CODE: A00003934406

710019 130064162800001 [REDACTED]
LLA :
CC 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE A00003983716

710020 130064162800002 [REDACTED]
LLA :
CD 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE A10003983716

710021 130064162900001 [REDACTED]
LLA :
CE 5773400 307 87ROX X CMS301 00 005600 027434F50300 0 503000

710022 130064162800003 [REDACTED]
LLA :
CF 1771319 57JN 255 00039 0 050120 2D 000000 COST CODE A20003983716

710023 130064221100001 [REDACTED]
LLA :
CH 97-11X8242 PNS4 251 00039 0 050120 2D 000000 COST CODE A00003986885

910015 130064162900002 [REDACTED]
LLA :
CE 5773400 307 87ROX X CMS301 00 005600 027434F50300 0 503000

910016 130064162900003 [REDACTED]
LLA :
CG 1771804 5RZ3 251 00039 0 050120 2D 000000 COST CODE A00003983718

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (5252.232-9206) (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-2 DATA RIGHTS

The Technical Data and Computer Software Rights clauses in the basic contract are invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (5252.204-9202) (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWAR Systems Center – Pacific (SSC-PAC) Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SSC-PAC prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to SSC-PAC Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-4 CONTRACTOR IDENTIFICATION (5252.237-9602) (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (5252.227-9207) (APR 2010)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being

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generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.

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- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RDT&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, and Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-6 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced

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and maintained by the service components.

SIGNATURE _____

TYPED NAME _____

DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 (“Termination (Cost-Reimbursement)”) (SEP 1996) or FAR § 52.249-8 (“Default (Fixed-Price Supply and Service”

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) Resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-7 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the COR specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions may be given during the performance of this task order, however those instructions shall not: (1) assign additional work under the task order; (2) direct a change as defined in the “CHANGES” clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order. The Contractor is reminded to follow the procedures at FAR 52.243-7, Notification of Changes, if it believes any Government conduct constitutes a change to the task order.

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-9 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 TOAL 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 SET-ASIDE, the determination of

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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 SBA's 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.

H-10 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)

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

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

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

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

H-11 REIMBURSEMENT OF TRAVEL COSTS (5252.231-9200) (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

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(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances in Foreign Areas” prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor’s place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor’s home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor’s home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 “Allowable Cost and Payment” clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee’s POV is used for travel between an employee’s residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee’s commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public

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conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc.) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles.

Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles.

Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles.

Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee

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returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-12 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (5252.237-9603) (AUG 2011)

(a) Definition. As used in this clause, "sensitive information" includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

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- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

H-13 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (5252.227-9215) (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as “the Directive”), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A “Qualified U.S. Contractor” is a private individual or enterprise (hereinafter described as a U.S. Contractor”) that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining

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export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of clause)

H-13 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206) (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-14 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (5252.243-9600)(JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price

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to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: _____

ADDRESS: _____

TELEPHONE: _____

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SECTION I CONTRACT CLAUSES

SECTION I

All Clauses and provisions in the Seaport-e basic contract are in effect for this Task Order.

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor before expiration of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days prior to the exercise of the option. 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 five (5) years.

I-2 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Any subcontract that was not initially proposed over the simplified acquisition threshold regardless of whether the prime contractor(s) have an approved purchasing system requires the written consent of the

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Contracting Officer in advance.

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

- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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

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

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

[List of subcontractors (by Full Name) that were included in the technical and cost proposal]

Booz Allen Hamilton

Odyssey Systems Consulting Group

intelliSolutions, Inc.

G2 Software Systems, Inc.

Highbury Defense Group

Tactical Engineering and Analysis, Inc.

WILLCOR, Inc.

Alternate I

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

I-3 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (52.232-40)(DEVIATION) (DEC 2013)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I-4 RESTRICTION ON CERTAIN FOREIGN PURCHASES 52.225-13 (JUN 2008)

The clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

I-5 DISPLAY OF FRAUD HOTLINE POSTERS (252.203-7004) (DEC 2012)

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

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outlying areas.

(b) *Display of fraud hotline poster(s).*

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: _____

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States

I-6 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION 252.204-7012 (NOV 2013)

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

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

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical

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disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

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

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

- (i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or
- (ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

- (A) The required security control identified in the following table is not applicable; or
- (B) An alternative control or protective measure is used to achieve equivalent protection.

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

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations”

(<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
			<u>Physical and Environmental Protection</u>	
AC-6	AU-7			SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System & Information</u>

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				<u>Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

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(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
- (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
- (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems, and technology; and
- (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

I-8 CLAUSES INCORPORATED BY REFERENCE

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52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)

52.232-40 Providing Accelerated Payment to Small Business Subcontractors (Dec 2013)

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SECTION J LIST OF ATTACHMENTS

Attachment 1- PWS

Attachment 2- CDRL A001

CDRL Attachment 1-Spreadsheet-MSR Staffing Plan

CDRL Attachment 2-Spreadsheet-MSR Staffing Plan

Attachment 3- DD254 Rev 1 dated 16 May 2016

Attachment 4- QASP

Attachment 5 - Allotment of Funds Spreadsheet