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|---|----------------------------------|--|--------------------------|---------------------------------------|------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 13 | 3. EFFECTIVE DATE 02-May-2019 | 4. REQUISITION/PURCHASE REQ. NO. 1300781571 | | 5. PROJECT NO. (If applicable) N/A | |
| 6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 | CODE N00039 | 7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375 | | CODE | S2101A SCD: C |

| | | |
|---|---------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CSRA LLC 1201 M. Street SE, Suite 400 Washington DC 20003 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-NS05 |
| | | 10B. DATED (SEE ITEM 13) 22-Jun-2016 |
| CAGE CODE 8X463 | 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. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) Mutual agreement between the parties. |

E. 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 |
| (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | |

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GENERAL INFORMATION

The purpose of this modification is to 1) deobligate funding as shown herein and 2) update sections B and G accordingly. 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 decreased from \$18,977,397.00 by \$279,000.00 to \$18,698,397.00.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|--------------|--------------|------------|
| 900101 | FMS | 1,000,000.00 | (41,000.00) | 959,000.00 |
| 900102 | FMS | 250,000.00 | (109,000.00) | 141,000.00 |
| 900103 | FMS | 255,670.00 | (129,000.00) | 126,670.00 |

The total value of the order is hereby increased from \$20,346,452.60 by \$0.00 to \$20,346,452.60.

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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 |
|--------|------|--|-----|------|-----------|-----------|----------------|
| 7001 | R425 | Base Year Labor for Life Cycle Support (LCS) (FMS Case TW-P-GNU, TW-P-GOS) (FMS Case #TW-P-GNU) | | LO | | | \$3,085,131.00 |
| 700101 | R425 | FMS Case TW-P-GNU, RSN 003 (FMS) | | | | | |
| 700102 | R425 | FMS case TW-P-GNU, RSN 007 (FMS) | | | | | |
| 700103 | R425 | FMS case TW-P-GOS, RSN 006 (FMS) | | | | | |
| 7101 | R425 | Option Year 1 Labor for Life Cycle Support (LCS) (FMS Case #TW-P-GOS) | | LO | | | \$3,183,828.00 |
| 710101 | R425 | FMS Case TW-P-GOS, RSN 006 (FMS) | | | | | |
| 7102 | R425 | Option Year 1 - 3 Labor for Beyond Line of Sight (BLOS) (FMS Case #TW-P-GOX) | | LO | | | \$3,143,914.00 |
| 710201 | R425 | BLOS Technical Assistance (PWS 5.1, 5.8, 5.8.1-5.8.4), TW-P-GOX, RSN 009 (FMS) | | | | | |
| 7201 | R425 | Option Year 2 Labor for Life Cycle Support (LCS) (FMS Case #TW-P-GOS) | | LO | | | \$3,222,855.00 |
| 720101 | R425 | LCS Technical Assistance (PWS 5.1, 5.2, 5.4, 5.5, 5.6), FMS Case TW-P-GOS, RSN 006 (FMS) | | | | | |
| 720102 | R425 | LCS Logistics and Supply Support (PWS 5.3, 5.3.2, 5.3.2.3), FMS Case TW-P-GOS, RSN 005 (FMS) | | | | | |
| 7203 | R425 | Option Years 2 - 4 Labor for Taiwan Advanced Tactical Data Link System (TATDLS) (FMS Case #TW-P-GOX) Option | | LO | | | \$3,251,023.00 |
| 7301 | R425 | Option Year 3 Labor for Life Cycle Support (LCS) (FMS Case #TW-P-GOS) Option | | LO | | | \$3,261,805.00 |
| 7401 | R425 | Option Year 4 Labor for Life Cycle Support (LCS) | | LO | | | \$3,312,779.00 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|----------------------|-----|------|-----------|-----------|------|
| | | (FMS Case #TW-P-GOS) | | | | | |
| | | Option | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|----------------|-----------|------|
| 9001 | R425 | ODCs in support of CLIN 7001 Base Year Life Cycle Support (LCS) (FMS Case TW-P-GNU, TW-P-GOS) (FMS Case #TW-P-GNU) | 1.0 | LO | \$1,505,670.00 | | |
| 900101 | R425 | FMS case TW-P-GNU, RSN 003 (FMS) | | | | | |
| 900102 | R425 | FMS case TW-P-GNU, RSN 007 (FMS) | | | | | |
| 900103 | R425 | FMS case TW-P-GOS, RSN 003 (FMS) | | | | | |
| 9101 | R425 | ODC in support of CLIN 7101 Option Year 1 Life Cycle Support (LCS) (FMS Case #TW-P-GOS) | 1.0 | LO | \$1,526,159.00 | | |
| 910101 | R425 | FMS Case TW-P-GOS, RSN 003 (FMS) | | | | | |
| 9102 | R425 | ODC in support of CLIN 7102 Beyond Line of Sight (BLOS) (FMS Case #TW-P-GOX) | 1.0 | LO | \$3,131,856.60 | | |
| 910201 | R425 | BLOS Installation & Logistics Support (PWS 5.8.2, 5.8.4), FMS Case TW-P-GOX, RSN 009 (FMS) | | | | | |
| 910202 | R425 | BLOS Procurement of Other Communications Equipment (PWS 5.8.2, 5.8.3, 5.8.4), FMS Case TW-P-GOX, RSN 005 (FMS) | | | | | |
| 910203 | R425 | BLOS Procurement of Special Mission Data Processor (PWS 5.8.2, 5.8.3, 5.8.4), FMS Case TW-P-GOX, RSN 004 (FMS) | | | | | |
| 9201 | R425 | ODC in support of CLIN 7201 Option Year 2 Life Cycle Support (LCS) (FMS Case #TW-P-GOS) | 1.0 | LO | \$1,547,039.00 | | |
| 920101 | R425 | LCS Weapon System Software (PWS 5.4.1, 5.6.1), FMS Case TW-P-GOS, RSN 002 (FMS) | | | | | |
| 920102 | R425 | LCS Return and Repair (PWS 5.3.1), FMS Case TW-P-GOS, RSN 003 (FMS) | | | | | |
| 920103 | R425 | LCS Travel, FMS Case TW-P-GOS, RSN 006 (FMS) | | | | | |
| 9203 | R425 | ODCs in support of CLIN 7203 Taiwan Advanced Tactical Data Link System (TATDLS) (FMS Case #TW-P-GOX) | 1.0 | LO | \$7,997,112.83 | | |
| | | Option | | | | | |
| 9301 | R425 | ODC in support of CLIN 7301 Option Year 3 Life Cycle Support (LCS) (FMS Case #TW-P-GOS) | 1.0 | LO | \$1,568,314.00 | | |
| | | Option | | | | | |
| 9401 | R425 | ODC in support of CLIN 7401 Option Year 4 Life Cycle Support (LCS) (FMS Case #TW-P-GOS) | 1.0 | LO | \$1,589,994.00 | | |
| | | Option | | | | | |

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task

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Order to accommodate the multiple types of funds that will be used under this Order.

B-2 OTHER DIRECT COSTS

It is anticipated that ODC costs will consist mainly of travel and incidental material costs. The Government reserves the right to increase the Other Direct Costs CLINs to reflect increases for travel and other direct costs. Travel costs shall be reimbursed based on actual, reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. Travel and Other Direct Costs (ODCs) will be non-fee bearing cost elements subject to Material Handling and G&A Rates only.

B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(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 hours. The SEE TABLE BELOW direct labor hours include 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.

TABLE CLIN FIXED FEE HOURS FEE PER DIRECT LABOR HOUR

| | | | | |
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| | |
|------------|------|
| BASE YEAR | 7001 |
| OPTION I | 7101 |
| OPTION II | 7201 |
| OPTION III | 7301 |
| OPTION IV | 7401 |
| BLOS | 7102 |
| TATDLS | 7203 |

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.

The Government reserves the right to transfer unused ceiling from one period to another as needed.

B-4 RESERVED

B-5 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (5252.232-9210)

- (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 cost and fee are as follows:

ITEM(S) AMOUNT ALLOCATED (COST AND FEE)

- 700101
- 700102
- 700103
- 710101
- 710201
- 720101
- 720102
- 900101
- 900102
- 900103
- 910101
- 910201
- 910202
- 910203
- 920101
- 920102
- 920103

| | | | | |
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(c) 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 the total amounts allotted for cost and fee, and the CLINs covered thereby.

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

B-6 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATION/STATEMENT OF WORK (DEC 1998) (SPAWARC-301)

Work under this task order shall be performed in accordance with Attachment 1 Performance Work Statement (PWS) and Exhibit A Contract Data Requirements Lists (CDRLs).

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. The Quality Assurance Surveillance Plan is provided as Attachment 2 to this solicitation and will be included in the Task Order award.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment 4, 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 SPAWARSYSCOM Security Officer.

C-4 WORKWEEK (APR 2012) (5252.222-9200)

(a) A portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM 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 |

(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

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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-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 KEY PERSONNEL (DEC 1999) (C-325)

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition,

and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

| NAME | CONTRACT LABOR CATEGORY |
|------|--|
| | Program Manager |
| | System of Systems Engineer (Principal Engineer) |
| | Obsolescence Lead |
| | Senior System Engineer |
| | Configuration Management ITSM Database Administrator |
| | Information Systems Analyst (Business Analytics) |
| | C2 Communication Specialist (BLOS) |
| | C2 Communication Specialist (TATDLS) |

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-7 KEY PERSONNEL QUALIFICATION REQUIREMENTS

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel, including specified key 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 insuring the accuracy of the information contained in the resumes. The Government reserves the right to review all resumes of proposed personnel. Personnel proposed for performance under this contract should demonstrate the qualifications and experience as provided in **Attachment 3**.

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C-8 LABOR CATEGORY IDENTIFICATION

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. See **Attachment 3** for Key Personnel Labor Category Descriptions. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories table:

| Government Labor Category | Offeror Corresponding Labor Category |
|-----------------------------------|---|
| Program Manager | Program Manager |
| Contracts Specialist | Associate Professional: Contracts Professional: Contracts |
| Business Manager | Professional: Business Analyst Senior Professional: Business Analyst |
| Financial Analyst | Professional: Program Control |
| Scheduler | Associate Professional: Project Management Professional: Project Management |
| QA | QA |
| Administrator | Supervisor: Clerical |
| Maintenance Specialist | Associate: General Mechanic Assistant: General Mechanic |
| ILS Provisioning Analyst | Professional: Asset Management |
| Logistics Procurement Specialist | Professional: Procurement |
| Logistics Inventory Analyst | Associate: General Mechanic |
| Logistics Maintenance Tech | Logistics Maintenance Tech |
| Obsolescence Lead | Obsolescence Lead |
| Obsolescence Analyst | Obsolescence Analyst |
| CM ITSM Database Administrator | CM ITSM Database Administrator |
| CM ITSM Database Developer | CM ITSM Database Developer |
| CAD Draftsman | Assistant: Computer Operator Senior Assistant: Computer Aided Designer |
| Relational Database Administrator | Professional: Database Administrator Senior Professional: Database Administrator |
| Information Systems Analyst | Associate Professional: System Analyst Senior Professional: System Analyst |
| Sr System Engineer | Sr System Engineer |

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|----------------------------|---|
| System Engineer | Professional: System Engineer Senior Professional: System Engineer |
| Network Engineer | Professional: Network Engineer |
| Sr Software Engineer | Senior Professional: Software Engineer Advisor: Software Engineer |
| Software Engineer | Professional: Software Engineer Senior Professional: Software Engineer |
| Jr Software Engineer | Professional: Software Engineer |
| Deputy Program Manager | Professional: Project Management Senior Professional: Project Management |
| Principle Engineer | Principle Sys Engineer / CHENG |
| Engineer | Professional: Performance Engineer Senior Professional: Performance Engineer |
| Installation Lead Engineer | Associate: System Engineering Senior Associate: System Engineering |
| Installation Engineer | Senior Assistant: System Engineering Associate: System Engineering |
| Tech Writer | Associate Professional: Writer Associate Professional: Technical Writer |
| Technician | Assistant: System Technician Senior Assistant: System Technician |
| ILS Analyst | Senior Assistant: Logistics Associate: Logistics |

C-9 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer’s Representative

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

| | | | | |
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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE -- DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|-----------------------|
| 7001 | 6/22/2016 - 6/21/2017 |
| 7101 | 6/22/2017 - 6/21/2018 |
| 7102 | 6/22/2017 - 6/21/2020 |
| 7201 | 6/22/2018 - 6/21/2019 |
| 9001 | 6/22/2016 - 6/21/2017 |
| 9101 | 6/22/2017 - 6/21/2018 |
| 9102 | 6/22/2017 - 6/21/2020 |
| 9201 | 6/22/2018 - 6/21/2019 |

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|------|-----------------------|
| 7001 | 6/22/2016 - 6/21/2017 |
| 7101 | 6/22/2017 - 6/21/2018 |
| 7102 | 6/22/2017 - 6/21/2020 |
| 7201 | 6/22/2018 - 6/21/2019 |
| 7203 | 6/22/2018 - 6/21/2021 |
| 7301 | 6/22/2019 - 6/21/2020 |
| 7401 | 6/22/2020 - 6/21/2021 |
| 9001 | 6/22/2016 - 6/21/2017 |
| 9101 | 6/22/2017 - 6/21/2018 |
| 9102 | 6/22/2017 - 6/21/2020 |
| 9201 | 6/22/2018 - 6/21/2019 |
| 9203 | 6/22/2018 - 6/21/2021 |
| 9301 | 6/22/2019 - 6/21/2020 |
| 9401 | 6/22/2020 - 6/21/2021 |

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

| | |
|--------|-----------------------|
| 7001 | 6/22/2016 - 6/21/2017 |
| 700101 | 6/22/2016 - 3/31/2017 |
| 700102 | 6/22/2016 - 3/31/2017 |
| 700103 | 4/01/2017 - 6/21/2017 |
| 9001 | 6/22/2016 - 6/21/2017 |
| 900101 | 6/22/2016 - 3/31/2017 |
| 900102 | 6/22/2016 - 3/31/2017 |

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900103 4/01/2017 - 6/21/2017

The periods of performance for the following Option 1 Items are as follows:

7101 6/22/2017 - 6/21/2018
7102 6/22/2017 - 6/21/2020
9101 6/22/2017 - 6/21/2018
9102 6/22/2017 - 6/21/2020
910203 6/22/2017 - 6/30/2019

The periods of performance for the following Option 2 Items are as follows:

7201 6/22/2018 - 6/21/2019
9201 6/22/2018 - 6/21/2019
7203 6/22/2018 - 6/21/2021
9203 6/22/2018 - 6/21/2021

The periods of performance for the following Option 3 Items are as follows:

7301 6/22/2019 - 6/21/2020
9301 6/15/2019 - 6/21/2020

The periods of performance for the following Option 4 Items are as follows:

7401 6/22/2020 - 6/21/2021
9401 6/22/2020 - 6/21/2021

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract”.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 TYPE OF CONTRACT

This is a Cost-Plus-Fixed-Fee (CPFF) level-of-effort (TERM) Task Order.

G-2 INVOICING INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Contractor Invoicing Instruction:

(a) 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.

(b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN; the program, project, or PWS paragraph; appropriation funds type and appropriation year are identified.

Costs incurred under the referenced program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently unliquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.

(c) The contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item Number (SLIN), and the specific ACRN. 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 Contracting Officer's Representative at the time of submission to WAWF.

G-3 DFAS SPECIAL PAYMENT INSTRUCTION – OTHER (SEP 2009) (252.204-0012) (PGI 204.7108(d)(12))

The payment office shall make payment from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the contractor's invoice.

G-4 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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

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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 Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

Cost Voucher

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

N/A

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

Routing Data Table*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC | HQ0338 |
| Issue By DoDAAC | N00039 |
| Admin DoDAAC | S2101A |
| Inspect By DoDAAC | N00039 |
| Service Approver (DoDAAC) | N00039 |
| Service Acceptor (DoDAAC) | N00039 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | HAA471 |
| Other DoDAAC(s) | N/A |

(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the

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system.

See Clause G-6

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. N/A

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

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name:

Code

Address:

Phone:

E-Mail:

G-6 CONTRACTING OFFICER REPRESENTATIVE

Name:

Code:

E-mail:

Phone:

G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (CPARS)

(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.navy.mil/>.

(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 |
|---|-----------------|-----------|
| 700101 | 130057590900001 | 200000.00 |
| LLA : | | |
| AA 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 517660090GNU | | |
| MILSTRIP # PTW5E451766009 | | |

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700102 1300642964 2600000.00
 LLA :
 AB 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 525480190GNU
 MILSTRIP # PTW54552548019
 CIN: 130057590900002

900101 130057590900003 1000000.00
 LLA :
 AC 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 517660100GNU
 MILSTRIP # PTW5E451766010

900102 130057590900004 250000.00
 LLA :
 AD 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 525480200GNU
 MILSTRIP # PTW54552548020

BASE Funding 4050000.00
 Cumulative Funding 4050000.00

MOD 01 Funding 0.00
 Cumulative Funding 4050000.00

MOD 02 Funding 0.00
 Cumulative Funding 4050000.00

MOD 03

700103 1300643869-0001 285131.00
 LLA :
 AE 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 701780110GOS
 CIN 130064386900001
 CIN 130063698600001
 MILSTRIP# PTW54570178011
 CIN 130062820300001

900103 1300781571 255670.00
 LLA :
 AF 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 701760010GOS
 MILSTRIP# PTW5E470176001
 CIN 130062820300002

MOD 03 Funding 540801.00
 Cumulative Funding 4590801.00

MOD 04

700101 130057590900001 (200000.00)
 LLA :
 AA 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 517660090GNU
 MILSTRIP # PTW5E451766009

700102 1300642964 (290000.00)
 LLA :
 AB 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 525480190GNU
 MILSTRIP # PTW54552548019
 CIN: 130057590900002

MOD 04 Funding -490000.00
 Cumulative Funding 4100801.00

MOD 05

700103 1300643869-0001 490000.00
 LLA :
 AE 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 701780110GOS
 CIN 130064386900001
 CIN 130063698600001

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MILSTRIP# PTW54570178011
CIN 130062820300001

MOD 05 Funding 490000.00
Cumulative Funding 4590801.00

MOD 06

700102 1300642964 (50000.00)
LLA :
AB 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 525480190GNU
MILSTRIP # PTW54552548019
CIN: 130057590900002

MOD 06 Funding -50000.00
Cumulative Funding 4540801.00

MOD 07

700103 1300643869-0001 50000.00
LLA :
AE 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 701780110GOS
CIN 130064386900001
CIN 130063698600001
MILSTRIP# PTW54570178011
CIN 130062820300001

710101 1300679118 1591500.00
LLA :
AG 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 701780120GOS
CIN 130067911800001
CIN 130064386900002

710201 1300754682 1571500.00
LLA :
AJ 97-11X8242 2858 000 74582 0 065916 2D PTW445 COST CODE: 701880210GOX
CIN: 130064386900004
CIN: 130075468200001

910101 1300643869-0001 1144500.00
LLA :
AH 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 701760060GOS
CIN 130069462600001
CIN 130064386900003

910201 1300754682 500000.00
LLA :
AJ 97-11X8242 2858 000 74582 0 065916 2D PTW445 COST CODE: 701880210GOX
CIN: 130075468200001

910202 1300754682 1065500.00
LLA :
AL 97-11X8242 2858 000 74582 0 065916 2D PTW444 COST CODE: 701860010GOX
CIN: 130067514800001
CIN: 130064386900005
CIN: 130075468200002

MOD 07 Funding 5923000.00
Cumulative Funding 10463801.00

MOD 08

910202 1300754682 (549500.00)
LLA :
AL 97-11X8242 2858 000 74582 0 065916 2D PTW444 COST CODE: 701860010GOX
CIN: 130067514800001
CIN: 130064386900005

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CIN: 130075468200002

910203 1300675148 1022004.00
 LLA :
 AM 97-11X8242 2858 000 74582 0 065916 2D PTW445 COST CODE: 701860210GOX
 CIN: 130067514800002

MOD 08 Funding 472504.00
 Cumulative Funding 10936305.00

MOD 09

710101 1300679118 1570000.00
 LLA :
 AG 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 701780120GOS
 CIN 130067911800001
 CIN 130064386900002

MOD 09 Funding 1570000.00
 Cumulative Funding 12506305.00

MOD 10

910101 1300643869-0001 381659.00
 LLA :
 AH 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 701760060GOS
 CIN 130069462600001
 CIN 130064386900003

MOD 10 Funding 381659.00
 Cumulative Funding 12887964.00

MOD 11

720101 1300721598 2000000.00
 LLA :
 AN 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 701780130GOS
 CIN: 130072159800001

720102 1300721598 1222855.00
 LLA :
 AP 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 701780020GOS
 CIN: 130072159800002

920101 1300754682 130000.00
 LLA :
 AQ 97-11X8242 2858 000 74582 0 065916 2D PTW543 COST CODE: 803760100GOS
 CIN: 130072159800003

920102 1300721598 1217039.00
 LLA :
 AR 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 715360050GOS
 CIN: 130072159800004

920103 1300754682 200000.00
 LLA :
 AN 97-11X82422858 000 74582 0 065916 2D PTW545 COST CODE: 701780130GOS
 CIN: 130072159800005

MOD 11 Funding 4769894.00
 Cumulative Funding 17657858.00

MOD 12

710201 1300754682 1000000.00
 LLA :

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AJ 97-11X8242 2858 000 74582 0 065916 2D PTW445 COST CODE: 701880210GOX
CIN: 130064386900004
CIN: 130075468200001

910201 1300754682 300000.00
LLA :
AJ 97-11X8242 2858 000 74582 0 065916 2D PTW445 COST CODE: 701880210GOX
CIN: 130075468200001

910202 1300754682 19539.00
LLA :
AL 97-11X8242 2858 000 74582 0 065916 2D PTW444 COST CODE: 701860010GOX
CIN: 130067514800001
CIN: 130064386900005
CIN: 130075468200002

MOD 12 Funding 1319539.00
Cumulative Funding 18977397.00

MOD 13

900101 130057590900003 (41000.00)
LLA :
AC 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 517660100GNU
MILSTRIP # PTW5E451766010

900102 130057590900004 (109000.00)
LLA :
AD 97-11X8242 2858 000 74582 0 065916 2D PTW545 COST CODE: 525480200GNU
MILSTRIP # PTW54552548020

900103 1300781571 (129000.00)
LLA :
AF 97-11X8242 2858 000 74582 0 065916 2D PTW5E4 COST CODE: 701760010GOS
MILSTRIP# PTW5E470176001
CIN 130062820300002

MOD 13 Funding -279000.00
Cumulative Funding 18698397.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(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 B and/or Section G of the contract or in the task or delivery order that authorizes work. 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:

- (1) to the Contracting Officer's Representative, and
- (2) to the Procuring Contracting Officer.

H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this Task Order.

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

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM 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 SPAWARSSYSCOM 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 SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

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

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

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(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

(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) (APRIL 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 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

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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) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of Information provided by the contractor to the Government.

(g) 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.
- (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, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.

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(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

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unpublished, but also to equivalent published or unpublished budget data in whatever form produced 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 Contracting Officer’s Representative (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 must be within the general scope of work stated in the task order. Technical instruction may not be used to: (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 task order performance; or (4) change any of the terms, conditions or specifications of the task order.

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(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of 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 within the scope of the task order.

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 ORGANIZATIONAL CONFLICT OF INTEREST

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

Contractor means a party to a Government contract other than the Government and includes the total contractor organization, including not only the business unit or segment that signs the contract. It also includes all subsidiaries and affiliates.

Organizational conflict of interest means a situation in which, with reference to a particular acquisition—

(1) A contractor, or any of its prospective subcontractors, by virtue of its past or present performance of another Government contract, grant, cooperative agreement, or other transaction—

(i) Had access to non-public information that may provide it an unfair advantage in competing for

some or all of the proposed effort; or

(ii) Was in a position to set the ground rules, and thereby affect the competition, for the proposed acquisition; or

(2) A contractor or any of its subcontractors—

(i) Will have access to non-public information that may provide it an unfair competitive advantage in a later competition for a Government contract;

(ii) May, from the perspective of a reasonable person with knowledge of the relevant facts, be unable to render impartial advice or judgments to the Government; or

(iii) Will be in a position to influence a future competition, whether intentionally or not, in its own favor.

Resolve means to implement an acquisition approach that will enable the Government to acquire the required goods or services while adequately addressing any organizational conflict of interest.

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(b) *Notice.* The Contracting Officer has determined that the nature of the work to be performed in the contract resulting from this solicitation is such that it may give rise to organizational conflicts of interest. Applying the principles of FAR subpart 9.5, the contractor shall assess whether there is an organizational conflict of interest associated with the offer it plans to submit. The contractor should inform the Contracting Officer of any potential conflicts of interest, including those involving contracts, grants, cooperative agreements, or other transactions with other Government organizations, in order that the Government may assess whether the conflicts will require resolution.

(c) *Proposal requirements.*

(1) The contractor shall—

(i) (A) Disclose all relevant information regarding any organizational conflicts of interest; or

(B) Represent, to the best of its knowledge and belief, that there will be no organizational conflict of interest; and

(ii) Describe any other work performed on contracts, subcontracts, grants, cooperative agreements, or other transactions within the past five years that is associated with the offer it plans to submit.

(iii) To the extent that either the contractor or the Government identifies any organizational conflicts of interest, the contractor shall explain the actions it intends to use to resolve such conflicts, *e.g.*, by submitting a mitigation plan and/or accepting a limitation on future contracting.

(2) The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been adequately resolved.

(d) *Mitigation Plan.* If a contractor submits an organizational conflict of interest mitigation plan that the Contracting Officer approves, the resultant contract will include the Government-approved mitigation plan. The contractor shall notify the Contracting Officer and update the mitigation plan within thirty (30) days of any changes to the legal construct of the contractor organization, subcontractor changes, or significant management or ownership changes. Either the contractor or the Government may propose changes to the mitigation plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon written approval of the revised mitigation plan by the Contracting Officer.

(e) *Compliance.* Compliance with this clause is a material requirement of the contract.

(1) The contractor shall report to the Contracting Officer any noncompliance with this clause or with the mitigation plan, whether by its own personnel or those of the Government or other contractors.

(2) The report shall describe the noncompliance and the actions the Contractor has taken or

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proposes to take to mitigate and avoid repetition of the noncompliance.

(3) After conducting such further inquiries as may be necessary, the Contracting Officer and the contractor shall agree on appropriate corrective action, if any, or the Contracting Officer will direct corrective action, subject to the terms of this contract.

(f) *Termination for default.* If the contractor was or should have been aware, or becomes aware, of an organizational conflict of interest before or after award of this contract, and does not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

(g) *Waiver.* The Government reserves the right to waive the requirement to resolve any organizational conflict of interest.

(h) *Subcontracts.* The contractor shall include the substance of this clause, including this paragraph

(h), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms ‘contractor’ and ‘Contracting Officer’ shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

H-10 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200)

(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

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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

(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

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(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 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.

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(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 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

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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-11 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 to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

CARLA J. BROWN
4301 PACIFIC HIGHWAY,
SAN DIEGO, CA 92110-3127
619-524-7204

H-12 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-13 INFORMATION ASSURANCE (IA) 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.

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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-14 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (252.204-7008) (AUG 2015)

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

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

(c) If the Offeror proposes to deviate from any of the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD CIO, a written explanation of—

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

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

(d) An authorized representative of the DoD CIO will approve or disapprove Offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

H-15 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (252.204-7009)(AUG 2015)

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

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

“Covered defense information” means unclassified information that—

(1) Is—

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

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

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

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

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

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

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

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

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

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure

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obligations consistent with this clause prior to the employees being provided access to or use of the information.

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

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

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

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

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items.

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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor.

I-2 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration date of the Task Order.

The Government may exercise option CLINs 7102 and 9102 on or before 6/22/2017 and option CLINs 7203 and 9203 on or before the end of the Period of Performance of this order as mutually agreed to by both parties.

(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-3 SUBCONTRACTS (OCT 2010) - ALTERNATE I (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

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(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 entering into *any* subcontract over the Simplified Acquisition Threshold (SAT) that was not initially proposed regardless of whether the potential subcontractor(s) have an approved accounting system and before placing the following subcontracts:

(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 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 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 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 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) 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

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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.

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any 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:

Information Technology Total Services Corp. (ITTS)

JC3 Global Inc.

LAN Connections Information Services, Inc.

Northrop Grumman Systems Corporation

Rapid Technologies, Inc.

Resource Analysis Corporation (RAC)

U and U Engineering

VSolvit LLC

WCG LLC, dba WCG Solutions

I-4 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (DEC 2010)

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

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“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

I-5 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

The following clauses are incorporated into this task order in addition to the clauses included in the Basic Seaport Contract, Section I.

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| FAR SOURCE | TITLE | DATE |
|-------------------|--|-------------|
| 252.203-7997 | PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-00003) | OCT 2015 |
| 252.204-7012 | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION | NOV 2013 |

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SECTION J LIST OF ATTACHMENTS

Attachment_1_Performance_Work_Statement_(PWS) dated 07 February 2018

Attachment_2_QASP

Attachment_3_Key_Personnel_Labor_Cat_Descriptions

Attachment_4_DD254

Exhibit_A_CDRLs_(DD_1423) dated 20 February 2018

MSR_CDRL_A012_Staffing_Plan_Att_1

MSR_CDRL_A012_Staffing_Plan_Att_2

CDRL_B005_Inventory_Report_Att_1_GFP_List