AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
U	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
04	11-Mar-2014	1300402934, 1300408966	N/A

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
N00039		S2404A	

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110
bryan.glover@navy.mil 619-524-5602

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*
Morgan Business Consulting, LLC
21377 Scara Place
Ashburn VA 20148

CAGE CODE: 37WS0
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.
N00178-09-D-5776-NS01

10B. DATED *(SEE ITEM 13)*
13-Mar-2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
SEE SECTION G

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

(*) [ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)*SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER *(Specify type of modification and authority)* Exercise an Option 52.217-9, Allotment of Funds (5252.232-9400)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return __ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jon G Wester, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/Jon G Wester	11-Mar-2014
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

GENERAL INFORMATION

The purpose of this modification is to exercise Option Year 1 and provide incremental funding as noted below.. Accordingly, said Task Order is modified as follows:

The total amount of funds obligated to the task is hereby increased from $[redacted] by $[redacted] to $[redacted]

CLIN/SLIN	Type Of Fund	From ($)	By ($)	To ($)
700001	FMS	[redacted]	[redacted]	[redacted]
700002	FMS	[redacted]	[redacted]	[redacted]
700003	FMS	[redacted]	[redacted]	[redacted]
700004	FMS	[redacted]	[redacted]	[redacted]
700005	FMS	[redacted]	[redacted]	[redacted]
700006	FMS	[redacted]	[redacted]	[redacted]
700007	FMS	[redacted]	[redacted]	[redacted]
700008	FMS	[redacted]	[redacted]	[redacted]
700009	FMS	[redacted]	[redacted]	[redacted]
700201	FMS	[redacted]	[redacted]	[redacted]
700301	FMS	[redacted]	[redacted]	[redacted]
900001	FMS	[redacted]	[redacted]	[redacted]
900002	FMS	[redacted]	[redacted]	[redacted]
900003	FMS	[redacted]	[redacted]	[redacted]
900004	FMS	[redacted]	[redacted]	[redacted]
900005	FMS	[redacted]	[redacted]	[redacted]
900101	FMS	[redacted]	[redacted]	[redacted]
900102	FMS	[redacted]	[redacted]	[redacted]

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

CLIN/SLIN	From ($)	By ($)	To ($)
7000	[redacted]	[redacted]	[redacted]
7002	[redacted]	[redacted]	[redacted]
7003	[redacted]	[redacted]	[redacted]
9000	[redacted]	[redacted]	[redacted]
9001	[redacted]	[redacted]	[redacted]

Section B&G Modified accordingly.

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

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
4000	R408	Labor - Base Year (Fund Type - TBD)	1.0	LO	[redacted]	[redacted]	[redacted]
400001	R408	ACRN AA - FMS Admin Funds (FMS)					
400002	R408	ACRN AB - Japan Case JA-P-LVY - RSN 006 (FMS)					
400003	R408	ACRN AC - Japan Case JA-P-LXD (FMS)					
400004	R408	ACRN AD - FMS Case PL-P-LAM (FMS)					
400005	R408	ACRN AE - Japan Case JA-P-LYC (FMS)					
400006	R408	ACRN AF - FMS Case SR-D-SAI (FMS)					
400007	R408	ACRN AG - FMS Case JO-D-QBK (FMS)					
400008	R408	ACRN AH - FMS Case PK-D-NAP (FMS)					
400009	R408	ACRN AJ - FMS Case SN-D-SAC (FMS)					
400010	R408	ACRN AK - FMS Case AE-B-UAF (FMS)					
400011	R408	ACRN AL - FMS Case PT-D-NAE (FMS)					
400012	R408	ACRN AM - Japan Case JA-P-LXD					

(FMS)

400013 R408 ACRN AU - Spain Case SP-P-GMW (FMS)

400014 R408 ACRN AV - Korea Case KS-P-GNT (FMS)

400015 R408 ACRN AW - Finalnd Case FI-P-LBD (FMS)

400016 R408 ACRN AX - Oman Case MU-D-SAB (FMS)

4001	R408	Technical Support option (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
4002	R408	Mid-level Financial Analyst Option (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
4003	R408	Mid-Level Case Analyst Option (Fund Type - TBD)	1.0	LO	[redacted]	[redacted]	[redacted]

400301 R408 ACRN AA - FMS Admin (FMS)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	ODC in support of CLIN 4000 (Fund Type - TBD)	1.0	LO	[redacted]

600001 R408 ACRN AA - Base Year ODC - FMS Admin (FMS)

600002 R408 ACRN AQ - PL-P-LAM (FMS)

600003 R408 ACRN AR - JA-P-LXB (FMS)

600004 R408 ACRN AS - A6-P-GAA (FMS)

600005 R408 ACRN AF - SR-D-SAI (FMS)

600006 R408 ACRN AG - JO-D-QBK (FMS)

600007 R408 ACRN AJ - SN-D-SAC (FMS)

600008 R408 ACRN AT - JA-P-LXD (FMS)

600009 R408 ACRN AU - SP-P-GMW (FMS)

600010 R408 ACRN AY - SW-P-LAO (FMS)

600011 R408 ACRN AZ - FR-P-BRD (FMS)

6001 R408 Japan ODC (Fund Type - TBD) 1.0 LO [redacted]

600101 R408 ACRN AB Japan ODC - JA-P-LVY - RSN 006 (FMS)

600102 R408 ACRN AN - Japan ODC - JA-P-LXD (FMS)

600103 R408 ACRN AP - Japan ODC - JA-P-LXC (FMS)

600104 R408 (FMS)

600105 R408

600106 R408

600107 R408

600108 R408

600109 R408

600110 R408

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	MIDS FMS Support	1.0	LO	[redacted]	[redacted]	[redacted]

		- Labor (Opt Yr. 1) (Fund Type - TBD)						
700001	R408	ACRN BA - Labor (FMS)						
700002	R408	ACRN BC - Labor JA-P-LXB (FMS)						
700003	R408	ACRN BD - Labor JA-P-LXB (Japan In-Country) (FMS)						
700004	R408	ACRN BF - Labor JA-P-LWC (FMS)						
700005	R408	ACRN BH - Labor JA-P-LXD (FMS)						
700006	R408	ACRN BK - Labor PL-P-LAM (FMS)						
700007	R408	ACRN BM - Labor SR-P-LCH (FMS)						
700008	R408	ACRN BP - Labor SZ-P-LAH (FMS)						
700009	R408	ACRN BQ - Labor (FMS)						
7001	R408	Technical Support Option (opt yr. 1) (Fund Type - TBD) Option	1.0	LO	[redacted]		[redacted]	[redacted]
7002	R408	Mid-level Financial Analyst Option (opt. yr. 1) (Fund Type - TBD)	1.0	LO	[redacted]		[redacted]	[redacted]
700201	R408	ACRN BA (FMS)						
7003	R408	Mid-level Case Analyst Optionj (opt. yr. 1) (Fund Type - TBD)	1.0	LO	[redacted]		[redacted]	[redacted]
700301	R408	ACRN BA - Labor (FMS)						
7100	R408	MIDS FMS Support - Labor (opt. yr. 2) (Fund Type - TBD)	1.0	LO	[redacted]		[redacted]	[redacted]

		Option						
7101	R408	Technical Support Option (opt. yr. 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7102	R408	Mid-level Financial Analyst Option (opt. yr. 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7103	R408	Mid-level Case Analyst Option (opt. yr. 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7104	R408	Sr. Case Analyst Option (opt. yr. 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7200	R408	MIDS FMS Support - Labor (Award Term 1) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7201	R408	Technical Support Option (Award Term 1) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7202	R408	Mid-level Financial Analyst Option (Award Term 1) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7203	R408	Mid-level Case Analyst option (Award Term 1) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	
7204	R408	Sr. Case Analyst option (Award Term 1) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]	

7205	R408	Mid-level Financial Analyst Option (Award Term 1) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
7300	R408	MIDS FMS Support - Labor (Award Term 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
7301	R408	Technical Support option (Award Term 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
7302	R408	Mid-level Financial Analyst option (Award Term 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
7303	R408	Mid-level Case Analyst option (Award Term 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
7304	R408	Sr. Case Analyst option (Award Term 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]
7305	R408	Mid-level Financial Analyst option (Award Term 2) (Fund Type - TBD) Option	1.0	LO	[redacted]	[redacted]	[redacted]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	ODC in support of CLIN 7000 (Fund Type - TBD)	1.0	LO	[redacted]
900001	R408	ACRN BA - ODC FMS Admin (FMS)			

900002	R408	ACRN BB - ODC JA-P-LXB (FMS)			
900003	R408	ACRN BJ - ODC JA-P-LXD (FMS)			
900004	R408	ACRN BN - ODC SR-P-LCH (FMS)			
900005	R408	ACRN BL - ODC PL-P-LAM (FMS)			
9001	R408	Japan ODC (Fund Type - TBD)	1.0	LO	[redacted]
900101	R408	ACRN BE - JA-P-LTY (FMS)			
900102	R408	ACRN BG - JA-P-LWC (Japan In-country) (FMS)			
9100	R408	ODC in support of CLIN 7100 (Fund Type - TBD) Option	1.0	LO	[redacted]
9101	R408	Japan ODC (Fund Type - TBD) Option	1.0	LO	[redacted]
9200	R408	ODC in support of CLIN 7200 (Fund Type - TBD) Option	1.0	LO	[redacted]
9201	R408	Japan ODC (Fund Type - TBD) Option	1.0	LO	[redacted]
9300	R408	ODC in support of CLIN 7300 (Fund Type - TBD) Option	1.0	LO	[redacted]
9301	R408	Japan ODC (Fund Type - TBD) Option	1.0	LO	[redacted]

B-1 ADDITIONAL SLINS

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

B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

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

(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

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

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

	CLIN	FIXED FEE	STAFF-HOURS	FEE PER DIRECT LABOR HOUR
AR	4000	$101,883.19	25,920	$3.93
AL SUPPORT (OPTION)	4001	$0	1,920	$0
ANCIAL ANALYST	4002	$7,398.47	1,920	$3.85
E ANALYST (OPTION)	4003	$7,398.47	1,920	$3.85
	7000	$103,615.20	25,920	$4.00
AL SUPPORT (OPTION)	7001	$0	1,920	$0
ANCIAL ANALYST	7002	$7,524.24	1,920	$3.92
E ANALYST (OPTION)	7003	$7,524.24	1,920	$3.92
	7100	$103,189.11	25,920	$3.98
AL SUPPORT (OPTION)	7101	$0	1,920	$0
ANCIAL ANALYST	7102	$7,652.16	1,920	$3.94
E ANALYST (OPTION)	7103	$7,652.16	1,920	$3.94
ANALYST (OPTION)	7104	$9,221.74	1,920	$4.80
ERM 1	7200	$102,889.34	25,920	$3.97

AL SUPPORT (OPTION)	7201	[redacted]	[redacted]	[redacted]
NCIAL ANALYST	7202	[redacted]	[redacted]	[redacted]
E ANALYST (OPTION)	7203	[redacted]	[redacted]	[redacted]
ANALYST (OPTION)	7204	[redacted]	[redacted]	[redacted]
NCIAL ANALYST	7205	[redacted]	[redacted]	[redacted]
ERM 2	7300	[redacted]	[redacted]	[redacted]
AL SUPPORT (OPTION)	7301	[redacted]	[redacted]	[redacted]
NCIAL ANALYST	7302	[redacted]	[redacted]	[redacted]
E ANALYST (OPTION)	7303	[redacted]	[redacted]	[redacted]
ANALYST (OPTION)	7304	[redacted]	[redacted]	[redacted]
NCIAL ANALYST	7305	[redacted]	[redacted]	[redacted]

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

B-3 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE)(5252.216-9201)(NOV 2003)

The fixed fee for work performed under this contract is $[redacted] at the time of contract award based on the table in B-2(d), *provided* that not less than the number of staff-hours of direct labor per CLIN period of performance as noted in the table in B-2(d) are so employed on such work by the Contractor. If substantially less than the staff-hours listed in the table in B-2(d) of direct labor, on any CLIN, per period of performance are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to One-hundred percent (100%) of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

B-4 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)

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

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

ITEM(S)	ALLOTTED TO FIXED FEE
4000	$[redacted]
4003	$[redacted]
7000	$[redacted]
7002	$[redacted]
7003	$[redacted]

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

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
4000	$ [redacted]	03/13/13 - 03/12/14
4003	$ [redacted]	03/13/13 - 03/12/14
6000	$ [redacted]	03/13/13 - 03/12/14
6001	$ [redacted]	03/13/13 - 03/12/14
7000	$ [redacted]	03/13/14 - 03/12/15
7002	$ [redacted]	03/13/14 - 03/12/15
7003	$ [redacted]	03/13/14 - 03/12/15
9000	$ [redacted]	03/13/14 - 03/12/15
9001	$ [redacted]	03/13/14 - 03/12/15

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

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)

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

C-2 QUALITY ASSURANCE PLAN

(1) 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 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.

(2) Performance Standards:
   a. The deliverables under this task order will be consistently technically accurate.
   b. The services delivered under this task order will be consistently of high quality.
   c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
   d. The contractor will be consistently responsive to Government customers in its performance of this task order.
   e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The COR will conduct performance evaluations based the standards in paragraph 2 above using the following technique:
   a. During the performance period of the task order, the COR will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
   b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy
   a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
   b. It is significant to note that the CPAR evaluation is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e order in accordance with the Award Term provisions contained therein.

C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

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

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work

performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

C-4 INFORMATION ASSURANCE (IA)

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

C-5 WORKWEEK (DEC 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at 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:

Name of Holiday	Time of Observance
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 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.

C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

(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-7 KEY PERSONNEL

(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 days 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 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 authorized representative will evaluate such requests and

promptly notify the contractor of the approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
[redacted]	Task Order Manager
[redacted]	Sr. Case Analyst
[redacted]	Sr. Case Analyst
[redacted]	Sr. Case Analyst
[redacted]	Sr. Case Analyst
[redacted]	Sr. Financial Analyst
[redacted]	Sr. Financial Analyst
[redacted]	Sr. Financial Analyst
[redacted]	Mid. Financial Analyst

(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 then the procedures outlined in paragraph (c) above shall be employed. 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-8 PERSONNEL QUALIFICATION REQUIREMENTS

The Personnel Qualifications for the Key personnel who will be performing on this task order are provided below:

1. Task Order Manager

Desired Specialized Experience: Five (5) years program management experience with the Department of Defense (DoD) or comparable Government Agencies, such as the National Security Agency or Federal Aviation Administration, which have acquired complex communication systems. Three years of this experience in direct support to a program office or similar organization with at least two-three years experience managing a contract similar in technical nature, scope, size, and complexity.

Desired Education and Certifications: Bachelor's degree from an accredited college or university with

degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration. Completion of Defense Institute for Security Assistance Management (DISAM) courses and Defense Acquisition University (DAU) courses related to international programs is also preferred.

2. Senior FMS Case Analyst

Desired Specialized Experience: Five (5) years specialized experience with FMS case development and execution management, preferably supporting Navy programs.

Desired Education and Certifications: Bachelor's degree from an accredited college or university, preferably in an international-related field. Completion of DISAM courses is also preferred.

3. Senior FMS Financial Analyst

Desired Specialized Experience: Five (5) years experience in DoD financial management and execution, three (3) of those years with specialized FMS administrative funding and FMS case funding budgeting, planning and execution, preferably supporting Navy programs and use of the Navy-Enterprise Resource Planning system.

Desired Education and Certifications: Bachelor's degree from an accredited college or university, preferably in Business Administration or other financial-related field. Completion of DISAM courses or DAU financial-related courses is also preferred.

4. Mid-Level Analyst

Desired Specialized Experience: Three (3) years experience in FMS case development and execution management or FMS financial management, preferably supporting Navy programs.

Desired Education and Certifications: Bachelor's degree from an accredited college or university, preferably in an international-related or business-related field. Completion of relevant DISAM and/or DAU courses is also preferred.

C-9 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. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories to include a description of the methodology used in the labor category mapping:

Government Labor Category	**Offeror Corresponding Labor Category**
Task Order Manager	Program Manager
Sr. Case Analyst	Sr. Analyst
Sr. Financial Analyst	Sr. Analyst
Mid. Case Analyst	Program Analyst
Mid. Financial Analyst	Financial Analyst

Japan In-Country Support	Sr. Program Analyst

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer Representative

All deliverables shall be packaged and marked in accordance with Best Commercial Practice.

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 Representative or his/her duly authorized representative.

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	3/13/2013 - 3/12/2014
4003	2/22/2013 - 2/21/2014
6000	3/13/2013 - 3/12/2014
6001	3/13/2013 - 3/12/2014
7000	3/13/2014 - 3/12/2015
7002	3/13/2014 - 3/12/2015
7003	3/13/2014 - 3/12/2015
9000	3/13/2014 - 3/12/2015
9001	3/13/2014 - 3/12/2015

F-1 PERIODS OF PERFORMANCE (DEC 1999)

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.

CLIN – DELIVERIES OR PERFORMANCE

The periods of performance of the following items are as follows:

CLIN	POP
4000-4003	13 March 2013 - 12 March 2014
6000-6001	13 March 2013 - 12 March 2014
7000-7003	13 March 2014 - 12 March 2015
9000-9001	13 March 2014 - 12 March 2015
7100-7104	13 March 2015 - 12 March 2016
9100-9101	13 March 2015 - 12 March 2016
7200-7205	13 March 2016 - 12 March 2017
9200-9201	13 March 2016 - 12 March 2017

7300-7305	13 March 2017 - 12 March 2018
9200-9201	13 March 2017 - 12 March 2018

F-2 AWARD TERM

(a) The Contractor may earn one year Award Terms, as determined by the Award Term Determining Official specified in Attachment 4 “Award Term Plan”. The Government's purpose in granting Award Terms is to encourage and reward the Contractor's exceptional performance and achieving cost savings on the contract. The initial contract term (base period and two one-year options) may be extended or reduced, on the basis of contractor performance, resulting in a contract term lasting a maximum of 5 years from the date of contract award.

(b) Monitoring of Performance. The contractor’s performance against the criteria in the Award Term Plan will be continually monitored by the designated evaluators whose findings are reported to the Award Term Evaluation Board (ATEB). The evaluation of the contractor’s performance will be reviewed and updated at a minimum on an annual basis after the conclusion of the CPARs review period. The ATEB recommends award term ratings to the Award Term Determining Official who makes the final decision of the award term adjectival rating based on the contractor’s performance during the award term evaluation period.

(c) Award Term Plan. The evaluation criteria, evaluation ratings, evaluation periods, associated award term extensions/reductions are specified in the award term plan.

(d) Modification of Award Term Plan. Bilateral changes may be made to the Award Term Plan at any time during contract performance and the Government reserves the right to change the Award Term Plan unilaterally prior to the beginning of the Period of Performance. Where the government or contractor desires a change to the award term plan and a mutual agreement cannot be reached within 60 days, the Government reserves the right to make unilateral changes prior to the start of an award term period.

(e) Cost Report. The contractor shall submit to the Procurement Contracting Officer (PCO), within 10 working days after the end of each award-term evaluation period, a written cost report for that period. This cost report shall include the actual labor hours performed and costs which shall not be inclusive of fee.

(f) Determination and Methodology. The award term determination and methodology for determining award term are unilateral decisions made solely at the discretion of the Government.

(g) Disputes: Decisions regarding the award term, including but not limited to, the number of earned award terms, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the PCO and COR. These decisions are final and are not subject to the disputes clause in the Seaport-e Basic Contract.

SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

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

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

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

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

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

In accordance with DFARS PGI 204-7108 and consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), **and** the specific ACRN by Government Labor Category. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the COR at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

G-3 TYPE OF CONTRACT (DEC 1999)

This is a COST PLUS FIXED FEE – TERM (LEVEL OF EFFORT) – AWARD TERM task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (VARIATION)

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at https://wawf.eb.mil. Vendor training is available on the internet at https://wawftraining.eb.mil. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type [1]	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	(Block 6 of DD1155)
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	N/A
DCAA Auditor DoDAAC [2]:	HAA391
Service Approver DoDAAC [2]:	N00039
PAY DODAAC:	(Block 12 of DD1155)

[1] Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.
[2] Only applies to cost vouchers.
*MOCAS begins with HQ – then do not need LPO. If beginning with "N", enter that code number. If not, leave blank.

(g) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More E-mail Notification" and add the acceptor/receiver e-mail addresses noted below in the first e-mail address block, and add any other additional e-mail addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional E-mail Notification To:
TBD

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Dave Murree
Code: SPAWAR 2.0B
Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598
E-Mail: dave.murree@navy.mil

G-6 CONTRACTING OFFICER REPRESENTATIVE

The SPAWAR COR for this Task Order:

Steve Kolbert
MIDS JTRS10
33050 Nixie Way
San Diego, CA. 92147
619-524- 1577

G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR G-321)

(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.

G-8 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall-

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

Accounting Data

SLINID	PR Number	Amount
400001	1300309638	[redacted]

LLA :

AA 97-11X8242 PNN4 252 00039 0 050120 2D 000000 COST CODE: A00001628380
CIN 130030963800002

400002 1300309638 [redacted]
LLA :
AB 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 9278S7190LVY
CIN 130030963800004
MILSTRIP PJAH449278S719

600001 1300309638 [redacted]
LLA :
AA 97-11X8242 PNN4 252 00039 0 050120 2D 000000 COST CODE: A00001628380
CIN 130030963800003

600101 1300309638 [redacted]
LLA :
AB 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 9278S7190LVY
CIN 130030963800005
MILSTRIP PJAH449278S719

BASE Funding [redacted]
Cumulative Funding [redacted]

MOD 01 Funding [redacted]
Cumulative Funding [redacted]

MOD 02

400001 1300309638 [redacted]
LLA :
AA 97-11X8242 PNN4 252 00039 0 050120 2D 000000 COST CODE: A00001628380
CIN 130030963800002, CIN 130030963800025

400003 1300309638-0001 [redacted]
LLA :
AC 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 023080060LXD
CIN 130030963800006

400004 1300309638-0001 [redacted]
LLA :
AD 97-11X8242 28S2 000 74S22 0 065916 2D PPLE44 COST CODE: 230580060LAM
CIN 130030963800009

400005 1300309638-0001 [redacted]
LLA :
AE 97-11X8242 2862 000 74622 0 065916 2D PJAC44 COST CODE: 201080020LYC
CIN 130030963800011

400006 1300309638-0001 [redacted]
LLA :
AF 97-11X8242 0002 4FX 47RNC S AISR00 00 000000 064300050300 0 F03000
CIN 130030963800014

400007 1300309638-0001 [redacted]
LLA :
AG 97-11X8242 0002 4FX 47HSC Q BKJO20 M2 C18210 060300050300 0F03000 F03000
CIN 130030963800016

400008 1300309638-0001 [redacted]
LLA :
AH 97-11X8242 0002 4FX 47WTC N APPK00 00 001011 007000050300 0F0300006476201235601 F03
000
CIN 130030963800018

400009 1300309638-0001 [redacted]
LLA :
AJ 97-11X8242 0002 4FX 47WTC S ACSN00 00 005064 002300050300 0F0300006479361902209 F03
000
CIN 130030963800019

400010 1300309638-0001 [redacted]

LLA :
AK 97-11X8242 AEO1 6X5 L69UA F 09831E M5 M3AE04 32E1Y135MMIP R3UAFSAN98C S01021
CIN 130030963800021

400011 1300309638-0001 [redacted]
LLA :
AL 97-11X8242 0002 4FX 47E3C Q ALPT00 00 000000 003600050300 0 F03000
CIN 130030963800022

400012 1300309638-0001 [redacted]
LLA :
AM 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 023080080LXD
CIN 130030963800023

400013 1300359425 [redacted]
LLA :
AU 97-11X8242 2815 000 74152 0 065916 2D PSPF44 COST CODE: 130883070GMW
CIN 130035942500001

400014 1300359425 [redacted]
LLA :
AV 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 007780460GNT
CIN 130035942500002

400015 1300353665 [redacted]
LLA :
AW 97-11X8242 2821 000 74212 0 065916 2D PFIA44 COST CODE: 006160140LBD
CIN 130035366500001

600002 1300309638-0001 [redacted]
LLA :
AQ 97-11X8242 28S2 000 74S22 0 065916 2D PPLE44 COST CODE: 230580070LAM
CIN 130030963800010

600003 1300309638-0001 [redacted]
LLA :
AR 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 935860200LXB
CIN 130030963800012

600004 1300309638-0001 [redacted]
LLA :
AS 97-11X8242 28E6 000 74E62 0 065916 2D PA6044 COST CODE: 102880040GAA
CIN 130030963800013

600005 1300309638-0001 [redacted]
LLA :
AF 97-11X8242 0002 4FX 47RNC S AISR00 00 000000 064300050300 0 F03000
CIN 130030963800015

600006 1300309638-0001 [redacted]
LLA :
AG 97-11X8242 0002 4FX 47HSC Q BKJO20 M2 C18210 060300050300 0F03000 F03000
CIN 130030963800017

600007 1300309638-0001 [redacted]
LLA :
AJ 97-11X8242 0002 4FX 47WTC S ACSN00 00 005064 002300050300 0F0300006479361902209 F03
000
CIN 130030963800020

600008 1300309638-0001 [redacted]
LLA :
AT 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 023080090LXD
CIN 130030963800024

600102 1300309638-0001 [redacted]
LLA :
AN 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 023080070LXD
CIN 130030963800007

600103 1300309638-0001 [redacted]
LLA :

AP 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 001280060LXC
CIN 130030963800008

MOD 02 Funding [redacted]
Cumulative Funding [redacted]

MOD 03

400001 1300309638 [redacted]
LLA :
AA 97-11X8242 PNN4 252 00039 0 050120 2D 000000 COST CODE: A00001628380
CIN 130030963800002, CIN 130030963800026

400008 1300309638-0001 ([redacted]
LLA :
AH 97-11X8242 0002 4FX 47WTC N APPK00 00 001011 007000050300 0F0300006476201235601 F03
000
CIN 130030963800018

400009 1300309638-0001 ([redacted]
LLA :
AJ 97-11X8242 0002 4FX 47WTC S ACSN00 00 005064 002300050300 0F0300006479361902209 F03
000
CIN 130030963800019

400010 1300309638-0001 ([redacted]
LLA :
AK 97-11X8242 AEO1 6X5 L69UA F 09831E M5 M3AE04 32E1Y135MMIP R3UAFSAN98C S01021
CIN 130030963800021

400013 1300359425 ([redacted]
LLA :
AU 97-11X8242 2815 000 74152 0 065916 2D PSPF44 COST CODE: 130883070GMW
CIN 130035942500001

400016 1300309638-0002 [redacted]
LLA :
AX 97-11X8242 0002 4FX 47WTC S ABMU00 00 005064 060500050300 0F03000 503000
CIN 130030963800034

400301 13003-09638-0002 [redacted]
LLA :
AA 97-11X8242 PNN4 252 00039 0 050120 2D 000000 COST CODE: A00001628380
CIN 130030963800031

600009 1300309638-0002 [redacted]
LLA :
AU 97-11X8242 2815 000 74152 0 065916 2D PSPF44 COST CODE: 130883070GMW
CIN 130030963800030

600010 1300309638-0002 [redacted]
LLA :
AY 97-11X8242 2820 000 74202 0 065916 2D PSWT44 COST CODE: 311280020LAO
CIN 130030963800032

600011 1300309638-0002 [redacted]
LLA :
AZ 97-11X8242 2808 000 74082 0 065916 2D PFRX44 COST CODE: 207580050BRD
CIN 130030963800033

MOD 03 Funding [redacted]
Cumulative Funding [redacted]

MOD 04

700001 1300402934 [redacted]
LLA :
BA 97-11X8242 PNP4 252 00039 0 050120 2D 000000 COST CODE: A00002122821
CIN 130040293400001

700002 1300402934 [redacted]
LLA :
BC 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 935860230LXB
CIN 130040293400006

700003 1300402934 [redacted]
LLA :
BD 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 935860240LXB
CIN 130040293400007

700004 1300402934 [redacted]
LLA :
BF 97-11X8242 2862 000 74622 0 065916 2D PJAM45 COST CODE: 907260830LWC
CIN 130040293400009

700005 1300402934 [redacted]
LLA :
BH 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 023080120LXD
CIN 130040293400011

700006 1300402934 [redacted]
LLA :
BK 97-11X8242 28S2 000 74S22 0 065916 2D PPLE44 COST CODE: 230580120LAM
CIN 130040293400013

700007 1300402934 [redacted]
LLA :
BM 97-11X8242 2855 000 74552 0 065916 2D PSR144 COST CODE: 915280050LCH
CIN 130040293400015

700008 1300402934 [redacted]
LLA :
BP 97-11X8242 2817 000 74172 0 065916 2D PSZG44 COST CODE: 218360060LAH
CIN 130040293400017

700009 1300408966 [redacted]
LLA :
BQ 97-11X8242 2884 000 74842 0 065916 2D PAT044 COST CODE: 117480910LCQ
CIN 130040896600001

700201 1300402934 [redacted]
LLA :
BA 97-11X8242 PNP4 252 00039 0 050120 2D 000000 COST CODE: A00002122821
CIN 130040293400003

700301 1300402934 [redacted]
LLA :
BA 97-11X8242 PNP4 252 00039 0 050120 2D 000000 COST CODE: A00002122821
CIN 130040293400004

900001 1300402934 [redacted]
LLA :
BA 97-11X8242 PNP4 252 00039 0 050120 2D 000000 COST CODE: A00002122821
CIN 130040293400002

900002 1300402934 [redacted]
LLA :
BB 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 935860220LXB
CIN 130040293400005

900003 1300402934 [redacted]
LLA :
BJ 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 023080130LXD
CIN 130040293400012

900004 1300402934 [redacted]
LLA :
BN 97-11X8242 2855 000 74552 0 065916 2D PSR144 COST CODE: 130080010LCH
CIN 130040293400016

900005 1300402934 [redacted]
LLA :

BL 97-11X8242 28S2 000 74S22 0 065916 2D PPLE44 COST CODE: 230580130LAM
CIN 130040293400014

900101 1300402934 [redacted]
LLA :
BE 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 9278S6430LTY
CIN 130040293400008

900102 1300402934 [redacted]
LLA :
BG 97-11X8242 2862 000 74622 0 065916 2D PJAM45 COST CODE: 907260840LWC
CIN 130040293400010

MOD 04 Funding [redacted]
Cumulative Funding [redacted]

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 G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

H-2 DATA RIGHTS

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

H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSYSCOM 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 SPAWARSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

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

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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

(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.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.
"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, 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. Confidential business information may 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). It may also include computer software as that term is 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 confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business 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 confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business 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.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(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 confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) 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), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(*3*) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(*3*).

(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 attorneys 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 confidential business 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 confidential business 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.
(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 member's of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE_____
TYPED NAME _____
DATE _____

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

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

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

(3) resort to such other rights and remedies as provided for under this contract and under

Federal law.

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

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

H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

H-9 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in

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

(1) DoD-approved information assurance workforce certification 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-10 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

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

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A,

prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

(a) is self-propelled and licensed to travel on the public highways;
(b) is designed to carry passengers or goods; and
(c) has four or more wheels or is a motorcycle or moped.

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

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

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

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

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

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

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

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

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

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

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

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

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

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

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

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles),

since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-11 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (5252.237-9603)(AUG 2011)

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

(i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

(iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

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

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

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

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contact and to safeguard information from unauthorized use and disclosure.

(iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

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

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

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

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

H-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 SOFA ARTICLE I(b) STATUS

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

(1) United States nationals,

(2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories Authorized by the Status of Forces Agreement),

(3) present in Japan at the invitation of the United States, and solely for the purpose of executing contracts for the benefit of the United States armed forces (including Foreign Military Sales contracts), and,

(4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(c) SOFA Article 1(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half

their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(9) The use of postal facilities as provided for in SOFA Article XXI;

(10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

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

)(JAN 1992)

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

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

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

NAME ___Diane Thornewell_____
ADDRESS _33000 Nixie Way, Bldg 50 – Rm 237, San Diego, CA. 92147_____
TELEPHONE _619-524-6378_____

H-15 AWARD TERM

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are

reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to— the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

SECTION I CONTRACT CLAUSES

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

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

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

(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 and award term earned under this clause, shall not exceed five (5) years.

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any

subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

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

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

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

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

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

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

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

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

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

[redacted]

Alternate I

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

I-3 CLAUSES INCORPORATED BY REFERENCE (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/vffara.htm

All clauses in the Seaport-e basic contract are in effect for this task order. In addition:

52.202-1 DEFINITIONS (JAN 2012)
52.203-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITIES (JAN 1997)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
52.204-2 SECURITY REQUIREMENTS (AUG 1996)
52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
52.204-9 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTACT AWARDS (AUG 2012)
52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION) (AUG 2012)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS, DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
52.215-2 AUDIT AND RECORDS – NEGOTIATION (MAR 2009)
52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)
52.216-8 FIXED FEE (JUN 2011)
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26 EQUAL OPPORTUNITY (MAR 2007)
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1 AUTHORIZATION AND CONSENT
52.227-2 NOTICE AND ASSITANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-3 PATENT INDEMNITY
52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)
52.232.17 INTEREST (OCT 2008)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 (ALTERNATE I) PROMPT PAYMENT (OCT 2008)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1 DISPUTES (JUL 2002)

52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3 CONTINUITY OF SERVICES (JAN 1991)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-3 CHANGES – COST REIMBURSEMENT (ALTERNATE 1)(APR 1984)
52.244-2 SUBCONTRACTS (OCT 2010)
52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.245-1 GOVERNMENT PROPERTY (APR 2012)
52.245-9 USE AND CHARGES (APR 2012)
52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.249-6 TERMINATION (COST-REIMBURSEMENT)
52.249-14 EXCUSABLE DELAYS (APR 1984)
252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (APR 2012)
252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252-204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
252.211-7007 REPORTING OF GOVERNMENT FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)
252.223-7004 DRUG-FREE WORK FORCE (SEP 1998)
252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (JUN 2012)
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (APR 2012)
252.245-7002 REPORTING LOSS OF GOVERNEMNT PROPERTY (APR 2012)
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)

I-5 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (52.232-99)(DEVIATION) (AUG 2012)

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

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I-6 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $ ___0_____ or the Overtime Premium is paid for work that is:

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

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

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

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

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

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

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

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

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

SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 - CDRLs with Attachments

Attachment No. 2a - CDRL A001 Attachment

Attachment No. 3 - Contract Security Classification Specification (DD254)

Attachment No. 4 - Award Term Plan

Attachment No. 5 - Contractor to SPAWAR Non-Disclosure Agreement

Attachment No. 6 - Contractor Employee Non-Disclosure Agreement