

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 32. AMENDMENT/MODIFICATION NO.  
P000083. EFFECTIVE DATE  
12-Sep-20194. REQUISITION/PURCHASE REQ. NO.  
1300804973, 1300804843,  
1300760094-0003,5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NAVWAR HQ

4301 Pacific Highway

San Diego CA 92110

jane.pamintuan@navy.mil 619-524-5610

DCMA Manassas

14501 George Carter Way, 2nd Floor

Chantilly VA 20151

SCD: C

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

Morgan Business Consulting, LLC  
21377 Scara Place  
Ashburn VA 20148

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-09-D-5776 / N0003918F3002

10B. DATED (SEE ITEM 13)

21-Feb-2018

CAGE CODE  
37WS0

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

[ ]

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

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

[X] D. OTHER (Specify type of modification and authority)  
FAR 52.232-22, Limitation of FundsE. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

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

Kelly Smith, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

12-Sep-2019

BY /s/Kelly Smith

12-Sep-2019

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

**STANDARD FORM 30** (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

## GENERAL INFORMATION

The purpose of this modification is to:

- (1) Provide incremental funding in the amount of [REDACTED] as noted below.
- (2) Deobligate funding in the amount of [REDACTED] as noted below.
- (3) Realign ceiling in the amount of [REDACTED] and 317 corresponding hours from CLIN 7001 to CLIN 7101. The amount includes [REDACTED] Cost and [REDACTED] Fixed Fee.
- (4) Update Section B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) Table, to reflect the updated cost and fixed fee for CLINS 7001 and 7101 (BOLD) as a result of the ceiling realignment under this modification.

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

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	[REDACTED]
710003	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710028	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710031	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710032	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710033	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710034	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710035	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710036	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710037	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710038	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710039	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710040	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710041	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710042	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710043	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710103	FMS	[REDACTED]	[REDACTED]	[REDACTED]
710303	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910013	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910014	FMS	[REDACTED]	[REDACTED]	[REDACTED]

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910015	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910016	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910017	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910018	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910019	FMS	[REDACTED]	[REDACTED]	[REDACTED]
910020	FMS	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001	[REDACTED]	[REDACTED]	[REDACTED]
7101	[REDACTED]	[REDACTED]	[REDACTED]

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Labor - Base Year (Fund Type - TBD)	1.0	LO			
700001	R408	Labor FY-18 FMS Admin (FMS)					
700002	R408	Labor Case SZ-P-LAH (FMS)					
700003	R408	Labor Case JA-P-LZE (FMS)					
700004	R408	Labor FY-18 FMS Admin (FMS)					
700005	R408	Labor Case JA-P-CSX (FMS)					
700006	R408	Labor Case JA-P-NAJ (FMS)					
700007	R408	Labor Case TH-P-LFA (FMS)					
700008	R408	Labor Case CI-P-LCW (FMS)					
700009	R408	Labor Case MU-P-LAP (FMS)					
700010	R408	Labor Case SN-P-LCF (FMS)					
700011	R408	Labor Case QA-P-LAE (FMS)					
700012	R408	Labor Case AE-P-LAA (FMS)					
700013	R408	Labor Case W3-P-LAB (FMS)					
700014	R408	Labor Case TW-D-QBZ (FMS)					
700015	R408	Labor Case AT-D-SAB (FMS)					
700016	R408	Labor Case BE-D-QBL (FMS)					
700017	R408	Labor Case AT-P-GQF (FMS)					
700018	R408	Labor Case AT-P-GSU (FMS)					
700019	R408	Labor Case FI-P-GAU (FMS)					
700020	R408	Labor Case SZ-P-LAN (FMS)					
700021	R408	Labor Case SR-P-LCH (FMS)					
700022	R408	Labor Case CI-P-LCW (FMS)					
700023	R408	Labor Case KS-P-LAA (FMS)					
700024	R408	Labor FY-18 FMS Admin (FMS)					
700025	R408	Labor Case JA-P-FXK (FMS)					
700026	R408	Labor Case PL-P-LAM (FMS)					
700027	R408	Labor Case JA-P-LZE (FMS)					
700028	R408	Labor FY-18 FMS Admin (FMS)					
700029	R408	Labor Case N1-P-LAA (FMS)					
700030	R408	Labor Case A6-P-LAC (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700031	R408	Labor Case CN-P-LJR (FMS)					
700032	R408	Labor Case TK-P-LKT (FMS)					
700033	R408	Labor Case GR-D-QCH (FMS)					
700034	R408	Labor Case GR-D-SNY (FMS)					
700035	R408	Labor Case FMS Admin (FMS)					
7001	R408	Labor Base Year - Mid-Level Case Analyst (Surge) (Fund Type - TBD)	1.0	LO			
700101	R408	Labor FY-18 Admin (FMS)					
700102	R408	Labor FY-18 Admin (FMS)					
7002	R408	Labor Base Year - Program Support Analyst (Surge) (Fund Type - TBD)	1.0	LO			
700201	R408	Labor FY-18 Admin (FMS)					
700202	R408	Labor FY-18 Admin (FMS)					
700203	R408	Labor FY-18 Admin (FMS)					
700204	R408	Labor FY-18 Admin (FMS)					
7100	R408	Labor - Option Year 1 (Fund Type - TBD)	1.0	LO			
710001	R408	Labor Case FI-P-GAU (FMS)					
710002	R408	Labor Case KS-P-LQI (FMS)					
710003	R408	Labor Case AT-P-GSU (FMS)					
710004	R408	Labor Case JA-P-FUP (FMS)					
710005	R408	Labor Case ATP-GQF (FMS)					
710006	R408	Labor FY-19 Admin (FMS) (FMS)					
710007	R408	Labor Case GR-D-SNY (FMS)					
710008	R408	Labor Case GR-D-QCH (FMS)					
710009	R408	Labor Case JA-P-NAF (FMS)					
710010	R408	Labor Case JA-P-NAT (FMS)					
710011	R408	Labor Case JA-P-LYP (FMS)					
710012	R408	Labor Case JA-P-NAL (FMS)					
710013	R408	Labor Case JA-P-QBB (FMS)					
710014	R408	Labor Case SR-P-LCH (FMS)					
710015	R408	Labor Case SZ-P-LAH (FMS)					
710016	R408	Labor Case MU-P-LAP (FMS)					
710017	R408	Labor Case SN-P-LCF (FMS)					
710018	R408	Labor Case QA-P-LAE (FMS)					
710019	R408	Labor Case CI-P-LCW (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710020	R408	Labor Case N1-P-LAA (FMS)					
710021	R408	Labor Case A6-P-LAC (FMS)					
710022	R408	Labor Case SZ-P-LAN (FMS)					
710023	R408	Labor FY-19 Admin (FMS) (FMS)					
710024	R408	Labor Case AT-D-SAB (FMS)					
710025	R408	Labor Case BE-D-QBL (FMS)					
710026	R408	Labor Case AE-P-LAM (FMS)					
710027	R408	Labor Case TK-P-LKT (FMS)					
710028	R408	Labor Case PL-P-LAM (FMS)					
710029	R408	Labor Case PT-D-QBA (FMS)					
710030	R408	Labor Case MO-D-SAY (FMS)					
710031	R408	Labor Case KU-P-SBG (FMS)					
710032	R408	Labor Case JA-P-FUP (FMS)					
710033	R408	Labor Case N1-P-LAA (FMS)					
710034	R408	Labor Case EZ-P-LCL (FMS)					
710035	R408	Labor Case KS-D-QEO (FMS)					
710036	R408	Labor Case GR-D-SNY (FMS)					
710037	R408	Labor Case PI-P-LFE (FMS)					
710038	R408	Labor Case NO-P-GDW (FMS)					
710039	R408	Labor Case CN-P-LJR (FMS)					
710040	R408	Labor Case A6-P-LAC (FMS)					
710041	R408	Labor Case CI-P-LCW (FMS)					
710042	R408	Labor Case TW-D-QBZ (FMS)					
710043	R408	Labor FY-19 Admin (FMS) (FMS)					
7101	R408	Labor Option Year 1 - Mid-Level Case Analyst (Surge) (Fund Type - TBD)	1.0	LO			
710101	R408	Labor FY-19 Admin (FMS)					
710102	R408	Labor FY-19 Admin (FMS)					
710103	R408	Labor FY-19 Admin (FMS)					
7102	R408	Labor Option Year 1 - Mid-Level Financial Analyst (Surge) (Fund Type - TBD)	1.0	LO			
		Option					
7103	R408	Labor Option Year 1 - Program Support Analyst (Surge) (Fund Type - TBD)	1.0	LO			
710301	R408	Labor FY-19 Admin (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710302	R408	Labor FY-19 Admin (FMS)					
710303	R408	Labor FY-19 Admin (FMS)					
7200	R408	Labor - Option Year 2 (Fund Type - TBD) Option	1.0	LO			
7201	R408	Labor Option Year 2 - Senior Case Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7202	R408	Labor Option Year 2 - Mid-Level Case Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7203	R408	Labor Option Year 2 - Mid-Level Financial Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7204	R408	Labor Option Year 2 - Program Support Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7300	R408	Labor - Option Year 3 (Fund Type - TBD) Option	1.0	LO			
7301	R408	Labor Option Year 3 - Senior Case Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7302	R408	Labor Option Year 3 - Mid-Level Case Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7303	R408	Labor Option Year 3 - Mid-Level Financial Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7304	R408	Labor Option Year 3 - Program Support Analyst (Surge) (Fund Type - TBD) Option	1.0	LO			
7400	R408	Labor - Option Year 4 (Fund Type - TBD) Option	1.0	LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401	R408	Labor Option Year 4 - Senior Case Analyst (Surge) (Fund Type - TBD)  Option	1.0	LO	[REDACTED]		
7402	R408	Labor Option Year 4 - Mid-Level Case Analyst (Surge) (Fund Type - TBD)  Option	1.0	LO	[REDACTED]		
7403	R408	Labor Option Year 4 - Mid-Level Financial Analyst (Surge) (Fund Type - TBD)  Option	1.0	LO	[REDACTED]		
7404	R408	Labor Option Year 4 - Program Support Analyst (Surge) (Fund Type - TBD)  Option	1.0	LO	[REDACTED]		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Travel and ODC - Base Year (Fund Type - TBD)	1.0	LO	[REDACTED]
900001	R408	Travel/ODC FY-18 Admin (FMS)			
900002	R408	Travel/ODC FY-18 Admin (FMS)			
900003	R408	Travel/ODC Case AT-D-SAB (FMS)			
900004	R408	Travel/ODC Case MU-P-LAP (FMS)			
900005	R408	Travel/ODC Case SN-P-LCF (FMS)			
900006	R408	Travel/ODC Case QA-P-LAE (FMS)			
900007	R408	Travel/ODC Case JA-P-CSX (FMS)			
900008	R408	Travel/ODC Case JA-P-NAJ (FMS)			
900009	R408	Travel/ODC Case JA-P-LYL (FMS)			
900010	R408	Travel/ODC Case AT-P-GFQ (FMS)			
900011	R408	Travel/ODC Case SZ-P-LAN (FMS)			
900012	R408	Travel/ODC Case JA-P-CSX (FMS)			
900013	R408	Travel/ODC Case SR-P-LCH (FMS)			
900014	R408	Travel/ODC Case KS-P-LAA (FMS)			
900015	R408	Travel/ODC FY-18 Admin (FMS)			
900016	R408	Travel/ODC FY-18 Admin (FMS)			
900017	R408	Travel/ODC Case SZ-P-LAN (FMS)			
900018	R408	Travel/ODC Case GR-D-SNY (FMS)			
900019	R408	Travel/ODC Case MU-P-LAP (FMS)			



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900020	R408	Travel/ODC Case JA-P-NAJ (FMS)			
900021	R408	Travel/ODC Case JA-P-CSX (FMS)			
9001	R408	ODC - Base Year - Japan In-Country Support Relocation/Living Quarters Allowance (Fund Type - TBD)	1.0	LO	
900101	R408	Travel/ODC Case JA-P-LZE (FMS)			
900102	R408	Travel/ODC Case JA-P-LZE (FMS)			
9100	R408	Travel and ODC - Option Year 1 (Fund Type - TBD)	1.0	LO	
910001	R408	Travel/ODC Case FI-P-GAU (FMS)			
910002	R408	Travel/ODC Case KS-P-LQI (FMS)			
910003	R408	Travel/ODC Case JA-P-FUP (FMS)			
910004	R408	Travel/ODC Case SZ-P-LAN (FMS)			
910005	R408	Travel/ODC FY-19 Admin (FMS)			
910006	R408	Travel/ODC Case GR-D-SNY (FMS)			
910007	R408	Travel/ODC Case JA-P-NAF (FMS)			
910008	R408	Travel/ODC Case JA-P-LYQ (FMS)			
910009	R408	Travel/ODC Case SR-P-LCH (FMS)			
910010	R408	Travel/ODC Case MU-P-LAP (FMS)			
910011	R408	Travel/ODC FY-19 Admin (FMS)			
910012	R408	Travel/ODC Case N1-P-LAA (FMS)			
910013	R408	Travel/ODC Case JA-P-FUP (FMS)			
910014	R408	Travel/ODC Case EZ-P-LCL (FMS)			
910015	R408	Travel/ODC Case KS-D-QEO (FMS)			
910016	R408	Travel/ODC Case NO-P-GDW (FMS)			
910017	R408	Travel/ODC Case PL-P-LAM (FMS)			
910018	R408	Travel/ODC Case A6-P-LAC (FMS)			
910019	R408	Travel/ODC Case CI-P-LCW (FMS)			
910020	R408	Travel/ODC FY-19 Admin (FMS)			
9101	R408	ODC - Option Year 1 - Japan In-Country Support Relocation/Living Quarters Allowance (Fund Type - TBD)	1.0	LO	
910101	R408	Travel/ODC Case JA-P-NAU (FMS)			
910102	R408	Travel/ODC Case JA-P-NAZ (FMS)			
9200	R408	Travel and ODC - Option Year 2 (Fund Type - TBD) Option	1.0	LO	
9201	R408	ODC - Option Year 2 - Japan In-Country Support Relocation/Living Quarters Allowance (Fund Type - TBD) Option	1.0	LO	
9300	R408	Travel and ODC - Option Year 3 (Fund Type - TBD)	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9301	R408	ODC - Option Year 3 - Japan In-Country Support Relocation/Living Quarters Allowance (Fund Type - TBD)	1.0	LO	
		Option			
9400	R408	Travel and ODC - Option Year 4 (Fund Type - TBD)	1.0	LO	
		Option			
9401	R408	ODC - Option Year 4 - Japan In-Country Support Relocation/Living Quarters Allowance (Fund Type - TBD)	1.0	LO	
		Option			

### 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 OTHER DIRECT COSTS

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

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

(a) Total Estimated Hours.

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

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is

incorporated herein by reference.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
<b>BASE YEAR LABOR</b>	7000		31,488	
<b>Mid-level Case Analyst (Surge)</b>	<b>7001</b>		<b>1,603</b>	
Program Support Analyst (Surge)	7002		1,920	
<b>OPTION YEAR 1 LABOR</b>	7100		31,488	
<b>Mid-Level Case Analyst (Surge)</b>	<b>7101</b>		<b>2,237</b>	
Mid-Level Financial Analyst (Surge)	7102		1,920	
Program Support Analyst (Surge)	7103		1,920	
<b>OPTION YEAR 2 LABOR</b>	7200		31,488	
Senior Case Analyst (Surge)	7201		1,920	
Mid-Level Case Analyst (Surge)	7202		3,840	
Mid-Level Financial Analyst (Surge)	7203		3,840	
Program Support Analyst (Surge)	7204		1,920	
<b>OPTION YEAR 3 LABOR</b>	7300		31,488	
Senior Case Analyst (Surge)	7301		1,920	
Mid-level Case Analyst (Surge)	7302		3,840	
Mid-Level Financial Analyst (Surge)	7303		3,840	
Program Support Analyst (Surge)	7304		1,920	
<b>OPTION YEAR 4 LABOR</b>	7400		31,488	
Senior Case Analyst (Surge)	7401		1,920	
Mid-level Case Analyst (Surge)	7402		3,840	
Mid-Level Financial Analyst (Surge)	7403		3,840	
Program Support Analyst (Surge)	7404		1,920	

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-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (5252.232-9210)**

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) This amounts presently available and allotted to this contract for payment of cost and fee are as follows:

ITEM(S)      AMOUNT ALLOTTED (COST AND FEE)

**See Attachment 5-Allotment of Funds**

- (c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.
- (d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

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**B-5 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 Section I clause of this contract entitled "Fixed Fee", are as follows:

**ITEM(S)                      ALLOTTED TO FIXED FEE**

**See Attachment 5-Allotment of Funds**

(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**

**See Attachment 5-Allotment of Funds**

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

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## 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 1- Performance Work Statement (PWS) and Attachment 2 and 2a - Contract Data Requirements List (CDRL).

### C-2 QUALITY ASSURANCE PLAN

This Task Order will be subject to the Quality Assurance Surveillance Plan (QASP) as specified in Attachment 4 - Quality Assurance Surveillance Plan.

### 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 Office, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

### C-4 INFORMATION ASSURANCE (IA)

The contractor must follow DoD Instructions (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 5252.222-9200 WORKWEEK (APR 2012) Alternate I (DEC 2013)

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

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

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

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

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

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website: <http://www.rapidgate.com/>.

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

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

(End of clause)

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

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

#### **C-7 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

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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

<u>NAME</u>	<u>CONTRACT LABOR CATEGORY</u>
[REDACTED]	<b>Task Order Manager (TOM)</b>
[REDACTED]	Senior Case Analyst
[REDACTED]	Senior Case Analyst
[REDACTED]	<b>Senior Case Analyst</b>
[REDACTED]	Mid-Level Case Analyst
[REDACTED]	Senior Financial Analyst
[REDACTED]	Mid-Level Financial Analyst
[REDACTED]	Senior Japan In-Country Support 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 (5252.237-9600)**

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The contractor is responsible for ensuring the accuracy of the information contained in their proposal.

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## **SECTION D PACKAGING AND MARKING**

### **D-1 SHIP TO INFORMATION**

See Section G - Contracting Officer Representative (COR)

All Deliverables shall be packaged, marked IAW Best Commercial Practice and IAW with applicable CDRL instructions.



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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE -- COST REIMBURSEMENT (52.246-5) (APR 1984)**

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	2/21/2018 - 2/20/2019
7001	2/21/2018 - 2/20/2019
7002	2/21/2018 - 2/20/2019
7100	2/21/2019 - 2/20/2020
7101	2/21/2019 - 2/20/2020
7103	2/21/2019 - 2/20/2020
9000	2/21/2018 - 2/20/2019
9001	2/21/2018 - 2/20/2019
9100	2/21/2019 - 2/20/2020
9101	2/21/2019 - 2/20/2020

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	2/21/2018 - 2/20/2019
7001	2/21/2018 - 2/20/2019
7002	2/21/2018 - 2/20/2019
7100	2/21/2019 - 2/20/2020
7101	2/21/2019 - 2/20/2020
7103	2/21/2019 - 2/20/2020
9000	2/21/2018 - 2/20/2019
9001	2/21/2018 - 2/20/2019
9100	2/21/2019 - 2/20/2020
9101	2/21/2019 - 2/20/2020

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

7102	2/21/2019 - 2/20/2020
7200	2/21/2020 - 2/20/2021
7201	2/21/2020 - 2/20/2021
7202	2/21/2020 - 2/20/2021
7203	2/21/2020 - 2/20/2021
7204	2/21/2020 - 2/20/2021
7300	2/21/2021 - 2/20/2022

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7301	2/21/2021 - 2/20/2022
7302	2/21/2021 - 2/20/2022
7303	2/21/2021 - 2/20/2022
7304	2/21/2021 - 2/20/2022
7400	2/21/2022 - 2/20/2023
7401	2/21/2022 - 2/20/2023
7402	2/21/2022 - 2/20/2023
7403	2/21/2022 - 2/20/2023
7404	2/21/2022 - 2/20/2023
9200	2/21/2020 - 2/20/2021
9201	2/21/2020 - 2/20/2021
9300	2/21/2021 - 2/20/2022
9301	2/21/2021 - 2/20/2022
9400	2/21/2022 - 2/20/2023
9401	2/21/2022 - 2/20/2023

Services to be performed hereunder will be provided to Space and Naval Warfare Systems Command, 33050 Nixie Way, San Diego, CA 92147

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 52.217-9 "Option to Extend the Term of the Contract".

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 TYPE OF CONTRACT (DEC 1999)

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

### G-2 STANDARD MONTHLY STATUS REPORTS

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

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

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

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

### G-3 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS. (252.204-0012) (SEP 2009)

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

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

### G-4 DFAS SPECIAL PAYMENT INSTRUCTION - OTHER (SEP 2009) (PGI 204.7108(d)(12))

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

NOTE: This Task Order has multiple sources of funding. DFAS Special Payment Instructions (1) - (11) use a first-in / first-out format that is not compatible with this multiple source funded Task Order. Payment Instruction (12) must be used to facilitate the multiple source funding structure of this Task Order for which invoicing shall be paid by CLIN / SLIN / ACRN as referenced in the contractor's invoices.

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**G-5 WIDE AREA WORK FLOW (WAWF) PAYMENT INSTRUCTIONS (252.232-7006) (MAY 2013)**

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

Not Applicable

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

Routing Data Table\*

WAWF Invoice Type <sup>1</sup>	Cost Voucher
Pay Official DoDAAC	DD 1155 - Block 12
Issue By DoDAAC	N00039
Admin DoDAAC	DD 1155 - Block 4
Inspect By DoDAAC	N00039
Service Approver (DoDAAC)	N00039

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Service Acceptor (DoDAAC) N00039

\*LPO DoDAAC: only applies to DFAS beginning with "N"

LPO-Local Processing DD 1155 - Block 14

Official/Certifier on Prompt Pay Sheet (One Pay)

DCAA Auditor DoDAAC ²: HAA391

<sup>1</sup> 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.

<sup>2</sup> Only applies to cost vouchers.

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

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

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

[steve.kolbert@navy.mil](mailto:steve.kolbert@navy.mil)

(g) WAWF point of contact.

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

Not Applicable.

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

## **G-6 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joel Pitel

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: [joel.pitel@navy.mil](mailto:joel.pitel@navy.mil)

## **G-7 CONTRACTING OFFICER REPRESENTATIVE**

The SPAWAR Contracting Officer's Representative for this Task Order:

Name: Steve Kolbert

Code: PMW/PMA-101

Address: Naval Base Point Loma Annex-33050 Nixie Way, San Diego, CA 92147

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E-mail: [steve.kolbert@navy.mil](mailto:steve.kolbert@navy.mil)

Phone: 619-524-1577

**G- 8 5252.242-9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)  
(NAVAIR) (FEB 2009)**

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.gov/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
700001	130069609900001	[REDACTED]
LLA :		
AA 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004391023 A00004391023		
700002	130069609900004	[REDACTED]
LLA :		
AB 97-11X8242 2817 000 74172 0 065916 2D PSZG44 COST CODE:218360140LAH 218360140LAH		
700003	130069609900005	[REDACTED]
LLA :		
AC 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE:431060230LZE 431060230LZE		
700201	130069609900002	[REDACTED]
LLA :		
AA 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004391023 A00004391023		
900001	130069609900003	[REDACTED]
LLA :		
AA 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004391023 A00004391023		
900101	130069609900006	[REDACTED]
LLA :		
AD 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE:431060240LZE 431060240LZE		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD P00001

700004	130069609900007	[REDACTED]
LLA :		
AA 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004391023		
700005	130070910800001	[REDACTED]
LLA :		
AE 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE 729680010CSX		

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700006 130070910800002 [REDACTED]  
LLA :  
AF 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE 609260360NAJ

700007 130070910800003 [REDACTED]  
LLA :  
AG 97-11X8242 2864 000 74642 0 065916 2D PTH444 COST CODE 518380080LFA

700008 130070910800004 [REDACTED]  
LLA :  
AH 97-11X8242 2843 000 74432 0 065916 2D PCIF44 COST CODE 701780030LCW

700009 130070910800005 [REDACTED]  
LLA :  
AJ 97-11X8242 28C2 000 74C22 0 065916 2D PMUD44 COST CODE 520580100LAP

700010 130070910800006 [REDACTED]  
LLA :  
AK 97-11X8242 2813 000 74132 0 065916 2D PSN944 COST CODE 712382020LCF

700011 130070910800007 [REDACTED]  
LLA :  
AL 97-11X8242 28B1 000 74B12 0 065916 2D PQAF44 COST CODE 717880130LAE

700012 130070910800008 [REDACTED]  
LLA :  
AM 97-11X8242 28C5 000 74C52 0 065916 2D PAEA44 COST CODE 717280050LAA

700013 130070910800009 [REDACTED]  
LLA :  
AN 97-11X8242 28N7 000 74N72 0 065916 2D PW3044 COST CODE 616880020LAB

700014 130070910800010 [REDACTED]  
LLA :  
AP 97-11X8242 0002 4FX 47WTC Q BZTW20 M1 F25064 071700050300 0F03000254029 503000

700015 13007091800011 [REDACTED]  
LLA :  
AQ 97-11X8242 0002 000 24FXL C WTCSAB AT 20M1S2 559016010005 03000F03000219954 503000

700016 130070910800019 [REDACTED]  
LLA :  
AR 97-11X8242 0002 4FX 47WTC Q BLBE20 M1 F25790 060000050300 0F03000032522 503000

700017 130070233600001 [REDACTED]  
LLA :  
AT 97-11X8242 2884 000 74842 0 065916 2D PAT044 COST CODE 803380030GQF

700018 130070285400001 [REDACTED]  
LLA :  
AU 97-11X8242 2884 000 74842 0 065916 2D PATJ44 COST CODE 727280100GSU

700019 130070167100001 [REDACTED]  
LLA :  
AV 97-11X8242 2821 000 74212 0 065916 2D PFIA44 COST CODE 803960160GAU

700202 130069609900008 [REDACTED]  
LLA :  
AA 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004391023 A00004391023

900002 130069609900009 [REDACTED]  
LLA :  
AA 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004391023 A00004391023

900003 130070910800012 [REDACTED]  
LLA :  
AQ 97-11X8242 0002 000 24FXL C WTCSAB AT 20M1S2 559016010005 03000F03000219954 503000

900004 130070910800013 [REDACTED]  
LLA :



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AJ 97-11X8242 28C2 000 74C22 0 065916 2D PMUD44 COST CODE 520580100LAP

900005 130070910800014

LLA :

AK 97-11X8242 2813 000 74132 0 065916 2D PSN944 COST CODE 712382020LCF

900006 130070910800015

LLA :

AL 97-11X8242 28B1 000 74B12 0 065916 2D PQAF44 COST CODE 717880130LAE

900007 130070910800016

LLA :

AE 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE 729680010CSX

900008 130070910800017

LLA :

AF 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE 609260360NAJ

900009 130070910800018

LLA :

AS 97-11X8242 2862 000 74622 0 065916 2D PJAP44 COST CODE 308480250LYL

900010 130070233600002

LLA :

AW 97-11X8242 2884 000 74842 0 065916 2D PAT044COST CODE 803380040GQF

900102 130069609900010

LLA :

AD 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE:431060240LZE

MOD P00001 Funding

Cumulative Funding

MOD P00002

700020 130072071700001

LLA :

AX 97-11X8242 2817 000 74172 0 065916 2D PSZC44 COST CODE:815580010LAN

700021 130072274500001

LLA :

AY 97-11X8242 2855 000 74552 0 065916 2D PSR104 Cost Code 604080030LCH

700022 130072274500002

LLA :

AZ 97-11X8242 2843 000 74432 0 065916 2D PCIF44 COST CODE 701780050LCW

700023 130072274500003

LLA :

BA 97-11X8242 2860 000 74602 0 065916 2D PKSS44 COST CODE 710180050LAA

700203 130072310500001

LLA :

BB 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004582014

900011 130072071700002

LLA :

BD 97-11X8242 2817 000 74172 0 065916 2D PSZC44 COST CODE:815580020LAN

900012 130072274500004

LLA :

BC 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE 729680050CSX

900013 130072274500005

LLA :

AY 97-11X8242 2855 000 74552 0 065916 2D PSR104 Cost Code 604080030LCH

900014 130072274500006

LLA :

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BA 97-11X8242 2860 000 74602 0 065916 2D PKSS44 COST CODE 710180050LAA

900015 130072310500002

LLA :

BB 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE:A00004582014

MOD P00002 Funding

Cumulative Funding

MOD P00003

700008 130070910800004

LLA :

AH 97-11X8242 2843 000 74432 0 065916 2D PCIF44 COST CODE 701780030LCW

700024 130073167300001

LLA :

BE 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE A00004633512

700025 130072775700001

LLA :

BF 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE 808080060FXX

700026 130073167100001

LLA :

BG 97-11X8242 28S2 000 74S22 0 065916 2D PPLE4N COST CODE 524380060LAM

700027 130073167100002

LLA :

BH 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE 431060260LZE

MOD P00003 Funding

Cumulative Funding

MOD P00004

700002 130069609900004

LLA :

AB 97-11X8242 2817 000 74172 0 065916 2D PSZG44 COST CODE:218360140LAH 218360140LAH

700028 130074459700001

LLA :

BJ 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE A00004718741

700029 130074334600001

LLA :

BK 97-11X8242 2883 000 74832 0 065916 2D PNI44 COST CODE: 802680080LAA

700030 130074334600002

LLA :

BL 97-11X8242 28E6 000 74E62 0 065916 2D PA6A44 COST CODE 815780020LAC

700031 130074334600003

LLA :

BM 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE 433980140LJR

700032 130074334600004

LLA :

BN 97-11X8242 2850 000 74502 0 065916 2D PTKC44 COST CODE 222280130LKT

700033 130074334600005

LLA :

BP 97-11X8242 0002 4FX 47HNC Q CHGR20 M4 F1559Z Z71400050300 0081197 503000

700101 130074459700002

LLA :

BJ 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE A00004718741

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700204 130074459700003 [REDACTED]  
 LLA :  
 BJ 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE A00004718741

900016 1300074459700004 [REDACTED]  
 LLA :  
 BJ 97-11X8242 PNT4 251 00039 0 050120 2D 000000 COST CODE A00004718741

MOD P00004 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD P00005

700006 130070910800002 [REDACTED]  
 LLA :  
 AF 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE 609260360NAJ

700012 130070910800008 [REDACTED]  
 LLA :  
 AM 97-11X8242 28C5 000 74C52 0 065916 2D PAEA44 COST CODE 717280050LAA

700034 130075766100001 [REDACTED]  
 LLA :  
 BQ 97-11X8242 0002 4FX LCWTC S NYGR20 M1 F25064 060600050300 0F03000073177 503000

700035 130075777300001 [REDACTED]  
 LLA :  
 BU 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE A00004831176

700102 130075777300002 [REDACTED]  
 LLA :  
 BU 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE A00004831176

900017 130072071700003 [REDACTED]  
 LLA :  
 BD 97-11X8242 2817 000 74172 0 065916 2D PSZC44 COST CODE:815580020LAN

900018 130075766100002 [REDACTED]  
 LLA :  
 BQ 97-11X8242 0002 4FX LCWTC S NYGR20 M1 F25064 060600050300 0F03000073177 503000

900019 130075766100003 [REDACTED]  
 LLA :  
 BR 97-11X8242 28C2 000 74C22 0 065916 2D PMUD44 COST CODE 520580110LAP

900020 130075766100004 [REDACTED]  
 LLA :  
 BS 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE 609260400NAJ

900021 130075766100005 [REDACTED]  
 LLA :  
 BT 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE 729680070CSX

MOD P00005 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD P00006

700015 13007091800011 [REDACTED]  
 LLA :  
 AQ 97-11X8242 0002 000 24FXL C WTCSAB AT 20M1S2 559016010005 03000F03000219954 503000

700016 130070910800019 [REDACTED]  
 LLA :  
 AR 97-11X8242 0002 4FX 47WTC Q BLBE20 M1 F25790 060000050300 0F03000032522 503000

710001 130076398500001 [REDACTED]  
 LLA :

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BV 97-11X8242 2821 000 74212 0 065916 2D PFIA44 COST CODE 803960240GAU

710002 130076009400004

LLA :

BW 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE 710180730LQI

710003 130070285400002

LLA :

AU 97-11X8242 2884 000 74842 0 065916 2D PATJ44 COST CODE 727280100GSU

710004 130076009400001

LLA :

BX 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE 729681250FUP

710005 130076683800001

LLA :

BY 97-11X8242 2884 000 74842 0 065916 2D PAT044 COST CODE 803480130GQF

710006 130076717400001

LLA :

BZ 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004902614

710007 130076778800001

LLA :

BQ 97-11X8242 0002 4FX LCWTC S NYGR20 M1 F25064 060600050300 0F03000073177 503000

710008 130076778800003

LLA :

BP 97-11X8242 0002 4FX 47HNC Q CHGR20 M4 F1559Z Z71400050300 0081197 503000

710009 130076778800004

LLA :

CA 97-11X8242 2862 000 74622 0 065916 2D PJAC44 COST CODE: 434480090NAF

710010 130076778800006

LLA :

CB 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 634160220NAT

710011 130076778800010

LLA :

CC 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 335280060LYP

710012 130076778800011

LLA :

CD 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 609680010NAL

710013 130076778800012

LLA :

CE 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 736381530QBB

710014 130076778800013

LLA :

CF 97-11X8242 2855 000 74552 0 065916 2D PSR104 COST CODE: 604080040LCH

710015 130076778800018

LLA :

CG 97-11X8242 2817 000 74172 0 065916 2D PSZG44 COST CODE: 218360160LAH

710016 130076778800019

LLA :

CH 97-11X8242 28C2 000 74C22 0 065916 2D PMUD44 COST CODE: 520580120LAP

710017 130076778800021

LLA :

CJ 97-11X8242 2813 000 74132 0 065916 2D PSN944 COST CODE: 712382030LCF

710018 130076778800022

LLA :

CK 97-11X8242 28B1 000 74B12 0 065916 2D PQA44 COST CODE: 717880150LAE

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710019 130076778800023 [REDACTED]  
LLA :  
CL 97-11X8242 2843 000 74432 0 065916 2D PCIF44 COST CODE: 701780060LCW

710020 130076778800024 [REDACTED]  
LLA :  
CM 97-11X8242 2883 000 74832 0 065916 2D PNI444 COST CODE: 802680110LAA

710021 130076778800025 [REDACTED]  
LLA :  
CN 97-11X8242 28E6 000 74E62 0 065916 2D PA6A44 COST CODE: 815780030LAC

710022 130076751200001 [REDACTED]  
LLA :  
CP 97-11X8242 2817 000 74172 0 065916 2D PSZC44 COST CODE: 824980010LAN

710101 130076717400002 [REDACTED]  
LLA :  
BZ 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004902614

710301 130076717400003 [REDACTED]  
LLA :  
BZ 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004902614

900003 130070910800012 [REDACTED]  
LLA :  
AQ 97-11X8242 0002 000 24FXL C WTCSAB AT 20M1S2 559016010005 03000F03000219954 503000

910001 130076398500002 [REDACTED]  
LLA :  
BV 97-11X8242 2821 000 74212 0 065916 2D PFIA44 COST CODE 803960240GAU

910002 130076009400005 [REDACTED]  
LLA :  
BW 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE 710180730LQI

910003 130076009400002 [REDACTED]  
LLA :  
BX 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE 729681250FUP

910004 130076751200002 [REDACTED]  
LLA :  
CS 97-11X8242 2817 000 74172 0 065916 2D PSZC44 COST CODE: 824980020LAN

910005 130076717400004 [REDACTED]  
LLA :  
BZ 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004902614

910006 130076778800002 [REDACTED]  
LLA :  
BQ 97-11X8242 0002 4FX LCWTC S NYGR20 M1 F25064 060600050300 0F03000073177 503000

910007 130076778800005 [REDACTED]  
LLA :  
CA 97-11X8242 2862 000 74622 0 065916 2D PJAC44 COST CODE: 434480090NAF

910008 130076778800007 [REDACTED]  
LLA :  
CT 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 307960170LYQ

910009 130076778800014 [REDACTED]  
LLA :  
CF 97-11X8242 2855 000 74552 0 065916 2D PSR104 COST CODE: 604080040LCH

910010 130076778800020 [REDACTED]  
LLA :  
CH 97-11X8242 28C2 000 74C22 0 065916 2D PMUD44 COST CODE: 520580120LAP

910101 130076778800008 [REDACTED]  
LLA :

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CQ 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 634260210NAU

910102 130076778800009

LLA :

CR 97-11X8242 2862 000 74622 0 065916 2D PJAB44 COST CODE: 704180170NAZ

MOD P00006 Funding

Cumulative Funding

MOD P00007

710023 130078371100001

LLA :

CU 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE A00005031737

710024 130078503000001

LLA :

AQ 97-11X8242 0002 000 24FXL C WTCSAB AT 20M1S2 559016010005 03000F03000219954 503000  
(F4FDAG8066G101)

710025 130078503000002

LLA :

AR 97-11X8242 0002 4FX 47WTC Q BLBE20 M1 F25790 060000050300 0F03000032522 503000 (F4F  
DAS8101G102)

710026 130078503000003

LLA :

CV 97-11X8242 28C5 000 74C52 0 065916 2D PAEA44 COST CODE 826180010LAM

710027 130078503000004

LLA :

CW 97-11X8242 2850 000 74502 0 065916 2D PTKC44 COST CODE 222280140LKT

710028 130078503000006

LLA :

CX 97-11X8242 28S2 000 74S22 0 065916 2D PPLE4N COST CODE 524380100LAM

710029 130078503000007

LLA :

CY 97-11X8242 0002 4FX LCHNC Q BAPT20 M4 F1559Z Z60100050300 0070418 503000 (F2DCBF9086  
G102)

710030 130078617300001

LLA :

CZ 97-11X8242 0002 4FX 47WTC S AYO20 M1 F28013 260000050300 0F03000033682452556 503000  
(F4FDAS9045G101)

710102 130078371100002

LLA :

CU 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE A00005031737

710302 130078371100003

LLA :

CU 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE A00005031737

910011 130078371100004

LLA :

CU 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE A00005031737

910012 130078503000005

LLA :

DA 97-11X8242 2883 000 74832 0 065916 2D PN1A44 COST CODE 802680150LAA

MOD P00007 Funding

Cumulative Funding

MOD P00008

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710003 130070285400002 [REDACTED]  
 LLA :  
 AU 97-11X8242 2884 000 74842 0 065916 2D PATJ44 COST CODE 727280100GSU

710028 130078503000006 [REDACTED]  
 LLA :  
 CX 97-11X8242 28S2 000 74S22 0 065916 2D PPLE4N COST CODE 524380100LAM

710031 130079912600001 [REDACTED]  
 LLA :  
 DB 97-11X8242 2878 000 74782 0 065916 2D PKUA44 COST CODE 834680090SBG 834680090SBG

710032 130076009400006 [REDACTED]  
 LLA :  
 BX 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE 729681250FUP 729681250FUP

710033 130080497300001 [REDACTED]  
 LLA :  
 DC 97-11X8242 2883 000 74832 0 065916 2D PN1A44 COST CODE: 916480010LAA 916480010LAA

710034 130080497300002 [REDACTED]  
 LLA :  
 DD 97-11X8242 28Q2 000 74Q22 0 065916 2D PEZG44 COST CODE: 800580150LCL 800580150LCL

710035 130080497300004 [REDACTED]  
 LLA :  
 DE 97-11X8242 0002 4FX 47WTC Q EOKS20 M1 F25780 001600050300 0F03000272887 503000

710036 130080497300006 [REDACTED]  
 LLA :  
 BQ 97-11X8242 0002 4FX LCWTC S NYGR20 M1 F25064 060600050300 0F03000073177 503000

710037 130080497300007 [REDACTED]  
 LLA :  
 DF 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 531780340LFE 531780340LFE

710038 130080497300008 [REDACTED]  
 LLA :  
 DG 97-11X8242 2819 000 74192 0 065916 2D PNOJ44 COST CODE: 902280090GDW 902280090GDW

710039 130080497300011 [REDACTED]  
 LLA :  
 DH 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE: 433980150LJR 433980150LJR

710040 130080497300013 [REDACTED]  
 LLA :  
 DJ 97-11X8242 28E6 000 74E62 0 065916 2D PA6A44 COST CODE: 815780040LAC 815780040LAC

710041 130080497300015 [REDACTED]  
 LLA :  
 DK 97-11X8242 2843 000 74432 0 065916 2D PCIF44 COST CODE: 701780090LCW 701780090LCW

710042 130080497300016 [REDACTED]  
 LLA :  
 DL 97-11X8242 0002 4FX 47WTC Q BZTW20 M1 F25064 071700050300 0F03000138966 503000

710043 130080484300001 [REDACTED]  
 LLA :  
 DN 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00005220524 A00005220524

710103 130080484300002 [REDACTED]  
 LLA :  
 DN 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00005220524 A00005220524

710303 130080484300003 [REDACTED]  
 LLA :  
 DN 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00005220524 A00005220524

910013 130076009400007 [REDACTED]  
 LLA :

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BX 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE 729681250FUP 729681250FUP

910014 130080497300003 [REDACTED]

LLA :

DD 97-11X8242 28Q2 000 74Q22 0 065916 2D PEZG44 COST CODE: 800580150LCL 800580150LCL

910015 130080497300005 [REDACTED]

LLA :

DE 97-11X8242 0002 4FX 47WTC Q EOKS20 M1 F25780 001600050300 0F03000272887 503000

910016 130080497300009 [REDACTED]

LLA :

DG 97-11X8242 2819 000 74192 0 065916 2D PNOJ44 COST CODE: 902280090GDW 902280090GDW

910017 130080497300010 [REDACTED]

LLA :

DM 97-11X8242 28S2 000 74S22 0 065916 2D PPLE44 COST CODE: 910580140LAM 910580140LAM

910018 130080497300012 [REDACTED]

LLA :

DJ 97-11X8242 28E6 000 74E62 0 065916 2D PA6A44 COST CODE: 815780040LAC 815780040LAC

910019 130080497300014 [REDACTED]

LLA :

DK 97-11X8242 2843 000 74432 0 065916 2D PCIF44 COST CODE: 701780090LCW 701780090LCW

910020 130080484300004 [REDACTED]

LLA :

DN 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00005220524 A00005220524

MOD P00008 Funding [REDACTED]

Cumulative Funding [REDACTED]



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

### H-2 DATA RIGHTS

The Data Rights *clauses* in the basic contract is invoked for this task order.

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

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

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

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

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

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

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

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

(a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if –

(1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

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

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

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

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

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

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

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

(1) Planning phase.

(2) Defense Planning Guidance.

(3) Programming Phase.

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- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RDT&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, and Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified PI, RI, and CI.
- (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 an Planning, Programming, and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

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

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

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**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)

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working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is authorized.

#### **H-8 ORGANIZATIONAL CONFLICT OF INTEREST**

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

#### **H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

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

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

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

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

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

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

(a) Contractor Request and Government Approval of Travel

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

(1) Contract number

(2) Date, time, and place of proposed travel

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(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

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

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

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

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

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

(6) Definitions:

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

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

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

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

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

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

(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.

(vi) "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

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

(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 USA 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



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"sensitive information" or other information not previously made available to the public that would 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 contract and to safeguard information from authorized 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, SF 85P, 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.

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

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

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

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

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

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

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

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

(End of clause)

#### **H-14 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-15 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

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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: Ms. Patricia Ponce-Feliu or Any Warranted Contracting Officer

ADDRESS: 33050 Nixie Way, Bldg. 17B, San Diego, CA. 92147

TELEPHONE: 619-524-6378

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## SECTION I CONTRACT CLAUSES

### ALL CLAUSES AND PROVISIONS IN THE SEAPORT-E BASIC CONTRACT IN EFFECT FOR THIS TASK ORDER.

#### I-1 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

#### I-2 52.244-2 SUBCONTRACTS- ALTERNATE I (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.

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(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.
- (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.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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

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

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



*Alternate I*

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: [http://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](http://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg)

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

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

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States

## **I-6 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

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

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

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

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

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

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

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will

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have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

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

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

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

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.



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(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract

performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

- (2) Require subcontractors to—

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(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

#### **I-7 CLAUSES INCORPORATED BY REFERENCE**

This task order 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://acquisition.gov/far/>

<http://www.farsite.hill.af.mil/>

52.219-6, Notice of Total Small Business Set-Aside (Nov 2011)

252.225-7976, Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - MIDS FMS Program Support Services PWS - February 2018

Attachment 2 - CDRL - A001 Monthly Financial Status Report (MSR)

Attachment 2A - CDRL A001 Spreadsheet

Attachment 3 - DD 254

Attachment 4 - Quality Assurance Surveillance Plan (QASP)

Attachment 5 - Allotment of Funds Spreadsheet